



Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the City Council Chambers. Additionally, members of the public may submit electronic public comments to CityClerk@cityofchino.org no later than 4:00 p.m. on the day of the meeting. In your email, please include the meeting date, agenda item you are commenting on, and your comment. 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 for the meeting specified in email received.

If you require a reasonable accommodation to participate in this meeting per your rights under the Americans with Disabilities Act or for any other reason, please contact the City Clerk's Office (909) 334-3306, at least 48 hours prior to the advertised starting time of the meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 13220 Central Avenue, Chino. In addition, such documents will be posted on the City's website at www.cityofchino.org.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, DECEMBER 3, 2024

REGULAR MEETING

AGENDA

OPEN SESSION – 6:00 PM

ROLL CALL

Mayor Eunice M. Ulloa, Mayor Pro Tem Karen C. Comstock, Council Member Curtis Burton, Council Member Christopher Flores, Council Member Marc Lucio.

FLAG SALUTE

PERFORMANCE BY THE CHINO COMMUNITY CHORUS

CEREMONIALS

Chino Youth Museum's 25th Anniversary - Recognition of Chino Youth Museum's 25th Anniversary - December 2024.

2024 Sports Legends Youth Volunteer Award Winner - Recognition of the 2024 Sports Legends Youth Volunteer Award Winner, Mike Garcia, Chino Youth Boxing Foundation, for service to youth sports in the Chino Community.

CIM Presentation - Presentation of Donations by California Institution for Men (CIM) to Local Non-Profits Chino Valley Unified School District HOPE Program, The Key and Chino High School Football Club Chino Cowboy Huddle.

Business of the Month - Award of Business of the Month for December 2024 to Pizzaioli Italian Restaurant.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for December 2024.

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

This is the time and place for the Mayor to inform the public of all upcoming events and past occurrences of communitywide interest and concern.

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or City Council requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items placed on the Consent Calendar represent routine expenditures and/or actions that support ongoing City operations.

1. Minutes. Regular Meeting Minutes for November 19, 2024 (Mayor Ulloa Absent).
2. Warrants. Approve expenses as audited and within budget for warrants 773296 to 773485, and Electronic Fund Transfers 523352E to 523445E, totaling \$5,380,373.04
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Adoption of Ordinance No. 2024-003. Approve the adoption of Ordinance No. 2024-003 (Second Reading), amending the Zoning Code to comply with State law (Government Code Section 65583.2).

ORDINANCE 2024-003 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.21.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICTS FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS.

NEW BUSINESS

5. Amendment No. 5 - Cooperative Agreement between the City of Chino and San Bernardino County Transportation Authority (SBTCA) for the Interchange Improvements at Central Avenue and State Route 60. Appropriate \$620,440 to the Transportation Fund (320) from the General Fund (100) reserves; and approve Amendment No. 5 to the Cooperative Agreement between the City of Chino and the San Bernardino County Transportation Authority.

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Appropriate \$620,440 to the Transportation Fund (320) from the General Fund (100) reserves; 2) increase the budget for Project R7200, Central Ave State Route 60 Improvements, by the same amount, for a total budget not to exceed \$18,419,384; 3) approve Amendment No. 5 to the Cooperative Agreement between the City of Chino and SBCTA to address additional costs related to landscape maintenance, right-of-way acquisition, and other soft costs. This amendment will increase the City's cost share by \$405,441, bringing the City's total cost share amount to \$16,921,957, with an overall contract amount of \$36,891,327; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

This is the time and place for the Mayor and Council Members to report on prescheduled Council Committee Assignment Meetings that were held since the last Regular Council Meeting, and any other items of interest. Upon request by an individual Council Member, the City Council may choose to take action on any of the subject matters listed below.

Mayor Ulloa

Mayor Pro Tem Comstock

Council Member Burton

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, December 17, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Wednesday, November 27, 2024 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.



Natalie Gonzaga, City Clerk.

**MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER

FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION

SUBJECT

Recognition of Chino Youth Museum's 25th Anniversary in December 2024.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The subject detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Commitment to Our Community
- Public Service Excellence through Internal and External Partnerships

**MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER

**FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS &
RECREATION**

SUBJECT

2024 Sports Legends Youth Volunteer Award Winner.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: LINDA REICH, CITY MANAGER

SUBJECT

CIM Presentation to Chino Valley Unified School District HOPE Program, The Key and Chino High School Football Club Chino Cowboy Huddle.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: LINDA REICH, CITY MANAGER

SUBJECT

Business of the Month.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Award of Mayor's Home Beautification Award.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Minutes.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CHINO SENIOR CENTER
13170 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, NOVEMBER 19, 2024

MINUTES

OPEN SESSION – 6:00 PM

CALL TO ORDER

The November 19, 2024, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:04 pm by Mayor Pro Tem Karen C. Comstock at the Chino Senior Center.

ROLL CALL

PRESENT: Mayor Pro Tem Karen C. Comstock, Council Member Curtis Burton, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: Mayor Eunice M. Ulloa

FLAG SALUTE

Girl Scouts from Troops 684 and 5784 led the Pledge of Allegiance.

CEREMONIALS

Proclamations

Great American Smokeout - Proclaim November 21, 2024, as the American Cancer Society's Great American Smokeout Day.

Mayor Pro Tem Comstock read into the record the Proclamation designating November 21, 2024, as the American Cancer Society's Great American Smokeout Day in Chino and presented it to Hayley Paige, Chino Community Services, Parks & Recreation Coordinator, and Matthew Solano, Chino Police Officer, DARE Program.

Presentations

Chino Colts Pop Warner 6U Football Team - Recognition of the Chino Colts who captured the Mt. Baldy Conference Division Championship.

Mayor Pro Tem Comstock recognized the Chino Colts Pop Warner 6U Football Team players for their recent Mt. Baldy Conference Division Championship win. Certificates of Recognition were presented to the players and coaches.

Recognition of Chino Community Theatre's 40th Anniversary and Donation from the Chino Valley Chamber of Commerce Leadership Academy - Recognition of Chino Community Theatre's 40th Anniversary and Donation Presentation.

Mayor Pro Tem Comstock presented a City tile to the Chino Community Theatre to commemorate their 40th year anniversary. Paul and Karen Larson and Chino Community Theatre colleagues were present to accept the recognition.

The Chino Valley Chamber of Commerce presented a video of Chamber President Zeb Welborn to introduce the Leadership Academy who presented the Chino Children's Community Theatre with a \$20,000 check donation raised by the Chamber Leadership Academy Cohort #2.

Business of the Month - Award of Business of the Month for November 2024 to Martin Chiropractic.

Mayor Pro Tem Comstock presented the November 2024 Business of the Month Award to Martin Chiropractic. Dr. David Martin and his staff were present to accept the award.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for November 2024.

Mayor Pro Tem Comstock presented the Mayor's Home Beautification Award for November 2024 to the Vasquez Family of Scripps Avenue in Chino.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported there were no additions or revisions to the agenda.

INFORMATION

External Agency Report for November 19, 2024. External Agency Report covering meetings from September 1 - 30, 2024.

Mayor Pro Tem Comstock announced the External Agency Report was included in the agenda packet.

PUBLIC ANNOUNCEMENTS

Mayor Pro Tem Comstock issued a reminder about the following scheduled community events:

City Hall and most city facilities will be closed on Thanksgiving Day, November 28, 2024, and the day after Thanksgiving, November 29, 2024. City Hall will resume normal operating hours on Monday, December 2, 2024. Waste Management waste collection services will be delayed by one day for those with scheduled pickups on Thursday and Friday.

Tree Lighting Ceremony and Santa's Workshop, Saturday, December 7, 2024, from 4:00 - 8:00 p.m., at Chino City Hall Lawn. For more information, visit www.cityofchino.org/treelighting.

Chino Youth Christmas Parade & Fair, Saturday, December 14, 2024, from 9:00 a.m. - 2:00 p.m., The Holiday Fair and Carnival will take place at City Hall Lawn. The Chino Youth Museum will celebrate their 25th anniversary and will transform to Santa's Village from 9:00 a.m. - 2:00 p.m. For more information, visit www.cityofchino.org/parade.

PUBLIC COMMENTS

Mayor Pro Tem Comstock provided an announcement for any speakers in attendance regarding the project at Euclid and Schaefer Avenues. She explained the item is not part of the meeting agenda and encouraged residents to visit the website www.cityofchino.org/orbis and attend the upcoming neighborhood meeting regarding the project so their comments and concerns can be made a part of the official record for the project.

Pastor Steve Hurlbert, Calvary Chapel Chino Hills, provided the invocation.

Mike Garcia, Representative of the Chino Youth Boxing Foundation, provided an invitation to the Gobbler Gloves Boxing Showcase event, taking place on Sunday, November 24, 2024, at 12:00 p.m. at the Chino Youth Boxing Club.

Linda Zeigler, Chino resident, spoke regarding the East Chino Specific Plan.

Pat Loy, of Lewis Management Corporation, provided an update on The Preserve Community Center construction status.

Elder Knudson and Elder Roberts, missionaries of Church of Jesus Christ of Latter Day Saints, shared about their community volunteering efforts.

Michael Gales, spoke in support of public safety and maintaining a clean community.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 773095 to 773295, and Electronic Fund Transfers 523254E to 523351E, totaling \$5,144,099.12.
2. Minutes. Regular Meeting Minutes for November 5, 2024 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Report on State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated November 19, 2024.
5. Ordinance No. 2024-012 Second Reading - CFD 2003-3. Adoption of Ordinance No. 2024-012 on second reading, authorizing the levy of special taxes within Community Facilities District No. 2003-3 Improvement Area 11.
6. Amendment to the Reimbursement Agreement with Inland Empire Utilities Agency (IEUA) for the Operations and Maintenance Costs of the Preserve Sewer Lift Station for a Five-Year Term in the total amount of \$898,000. Approve an Amendment to the Reimbursement Agreement with the Inland Empire Utilities Agency (IEUA) for the operations and maintenance costs of the Preserve Sewer Lift Station for a five-year term in the total amount of \$898,000.
7. Award a Professional Services Agreement to Onward Engineering and Hunsaker and Associates for Design Services for the Philadelphia Street Water Line Replacement and Walnut Avenue Water Line Replacement Project (WA242). Award a Professional Services Agreement to Onward Engineering for \$136,103 for Design Services for the Philadelphia Street Water Line and to Hunsaker and Associates Irvine, Inc. for \$149,830 for Design Services for the Walnut Avenue Water Line.

Motion by Council Member Lucio, seconded by Council Member Burton, to approve the Consent Calendar items 1-7 as presented. The motion carried by the following vote:

AYES: COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

CONTINUED PUBLIC HEARING

8. Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No. 2024-003 (ZOA PL23-0133). Approve Resolution No. 2024-004 for the adoption of amendments to the City of Chino 2021-2029 Housing Element required by the California Department of Housing and Community Development; and approve the introduction of Ordinance No. 2024-003.

Staff Report By: Mike Hitz, Principal Planner

RECOMMENDATION: 1) Approve Resolution No. 2024-004 adopting an amendment to the City of Chino 2021-2029 Housing Element, including any additional non-substantive revisions required by the California Department of Housing and Community Development (HCD); 2) approve the introduction of Ordinance No. 2024-003, to be read by number and title only, and waive further reading of the Ordinance; and 3) authorize the City Manager to file all documents with HCD on behalf of the City.

Mayor Pro Tem Comstock opened the continued public hearing.

Mike Hitz, Principal Planner, provided a presentation on the item.

Fred Galante, City Attorney, reported on the importance to approve the proposed Ordinance and the impacts of having a non-compliant Housing Element.

Robert Nigg, Chino resident, spoke in opposition of the housing element standards and requested the City Council seek revisions to the Ordinance after its approval.

Zachary Cenit, Chino resident, spoke in opposition of the proposed Ordinance.

There being no further requests to address the City Council on this item, Mayor Pro Tem Comstock closed the public hearing.

Council Member Flores inquired about the turnaround time to bring back the proposed revisions to the Ordinance 2024-003. City Manager Reich explained staff will work on the items noted regarding height, density and storage facilities, to make revisions to the proposed Ordinance, and will provide updates to City Council as soon as possible.

Council Member Lucio commented regarding the City Council's past position on state mandates and explained the reasons why it is important to consider passing the proposed Ordinance. He also noted the importance of having community participation through this process.

Council Member Burton asked staff to review the proposed revisions related to height, density, and storage facilities. He also asked the community to participate in meetings held by developers.

Mayor Pro Tem Comstock stated the City Council will continue to be transparent through the process and noted the importance of having an approved housing element.

Warren Morelion, Director of Development Services, clarified staff will look into revisions related to reducing the height requirement on the mixed-use overlay to 45-foot max height; look at eliminating the ability to do self-storage facilities in the mixed-use overlay; and look at the density allowance within the mixed-use or affordable sites; and will work with the Department of Housing and Community Development (HDC) on these revisions and report back to the City Council.

The motion was revised to include the addition of staff review for revisions related to height, density, and storage facilities.

Fred Galante, City Attorney, read the Ordinance by number and title only.

ORDINANCE NO. 2024-003 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.321.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICT FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS.

Motion by Council Member Burton, seconded by Council Member Flores, to 1) Approve Resolution No. 2024-004 adopting an amendment to the City of Chino 2021-2029 Housing Element, including any additional non-substantive revisions required by the California Department of Housing and Community Development (HCD); 2) approve the introduction of Ordinance No. 2024-003, to be read by number and title only, and waive further reading of the Ordinance; and 3) authorize the City Manager to file all documents with HCD on behalf of the City. Additionally, staff will review revisions related to height, density, and storage facilities and report back to the City Council. The motion carried by the following vote:

AYES: COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

NEW BUSINESS

9. Police Helicopter Grant Funds/Award of Bids for Purchase and Completion of Police Helicopter. Approval of Contract for Receipt of Grants Funds from San Bernardino County for Police Helicopter; Award of Bids for Purchase and Completion of Police Helicopter.

Staff Report By: Lieutenant Aaron Kelliher

RECOMMENDATION: 1) Establish and appropriate a project budget (IE259) in the amount of \$3,703,336.49 for the Police Helicopter, consisting of \$2,703,336.49 from Law Enforcement DIF Fund 231 and \$1,000,000.00 of grant funding from San Bernardino County; 2) approve a contract with the County of San Bernardino to accept \$1,000,000.00 in grant funding for the purchase of a police helicopter; 3) award a contract to Bell Helicopters Textron of Fort Worth, Texas, in the amount of \$2,166,585.00 for the purchase of a new Bell 505 Police Helicopter; 4) award a contract to Hangar One Avionics of Carlsbad, California, in the amount of \$1,347,175.50 for the purchase and installation of critical police mission equipment on a new Bell 505 Police Helicopter; 5) approve payment of California Use Tax to the California Department of Tax and Fee Administration in the amount of \$189,576.19 for the out-of-state purchase of a police helicopter; and 6) authorize the City Manager to sign the required documents on behalf of the City.

Lieutenant Aaron Kelliher, provided a presentation on the item.

Council Member Burton inquired about the costs associated with the initial purchase of the helicopter and annual maintenance costs. Lieutenant Kelliher explained the cost breakdown of \$3.7 million to purchase the helicopter, with annual operating costs of approximately \$520,000 per year to be included in the future budget process, including \$120,000 for a part-time pilots. Lieutenant Kelliher also shared the separate cost of the helicopter storage planned to be located at Chino Airport, with a hangar lease of approximately \$9,000 monthly for the helicopter facility that would also act as a police substation.

Chief Mensen clarified the San Bernardino County \$1 million grant will be used for the purchase of the helicopter, bringing the initial purchase price to \$2.7 million from Development Impact Fee (DIF) funds.

Council Member Burton asked about the annual pilot training and certification, and Lieutenant Kelliher explained the recertification training can be between \$10,000 to \$15,000 per year.

Council Member Lucio asked how many budgeted items will be impacted once the helicopter is purchased. Chief Mensen explained that due to current police department vacancies, there is no concern the proposed air support program will affect staffing in the department. He noted the department is on target with their six-year staffing plan. Lieutenant Kelliher confirmed the same, and noted the air support program is a prime tool for the department to effectively conduct air support.

James Mikkelsen, Chino resident, spoke in support of the proposed police helicopter program.

Jorge Gonzales, Chino resident, spoke in support of the proposed police helicopter program.

Council Member Flores asked when the police helicopter will be completed, and Lieutenant Kelliher explained the process takes about one year and the helicopter will be ready by the end of 2025.

Mayor Pro Tem Comstock and Council Member Burton expressed support for the air support program.

Motion by Council Member Burton, seconded by Council Member Lucio, to 1) Establish and appropriate a project budget (IE259) in the amount of \$3,703,336.49 for the Police Helicopter, consisting of \$2,703,336.49 from Law Enforcement DIF Fund 231 and \$1,000,000.00 of grant funding from San Bernardino County; 2) approve a contract with the County of San Bernardino to accept \$1,000,000.00 in grant funding for the purchase

of a police helicopter; 3) award a contract to Bell Helicopters Textron of Fort Worth, Texas, in the amount of \$2,166,585.00 for the purchase of a new Bell 505 Police Helicopter; 4) award a contract to Hangar One Avionics of Carlsbad, California, in the amount of \$1,347,175.50 for the purchase and installation of critical police mission equipment on a new Bell 505 Police Helicopter; 5) approve payment of California Use Tax to the California Department of Tax and Fee Administration in the amount of \$189,576.19 for the out-of-state purchase of a police helicopter; and 6) authorize the City Manager to sign the required documents on behalf of the City. The motion carried by the following vote:

AYES: COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

10. Construction Credit/Reimbursement Agreement with Chino Development Corporation and Chino Preserve Development Corporation for the Construction of Circulation (Streets, Signals & Bridges) Development Impact Fee Improvements at Various Locations in The Preserve. Approve a construction credit/reimbursement agreement with Chino Development Corporation and Chino Preserve Development Corporation for an amount not to exceed \$35,131,528.37 for the construction of various streets and traffic signals in The Preserve.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator

RECOMMENDATION: 1) Appropriate \$4,000,000 to the Transportation Fund and schedule a corresponding year-end transfer in the same amount from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 2) adopt Resolution 2024-057 memorializing the developer's rights to the highest priority reimbursement from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 3) approve a construction credit/reimbursement agreement with Chino Development Corporation, a California corporation and Chino Preserve Development Corporation, a California corporation for an amount not to exceed \$35,131,528.37 for the construction of Circulation (Streets, Signals & Bridges) Development Impact Fee improvements at various locations in The Preserve; 4) approve a reimbursement to Chino Development Corporation, a California corporation in the amount of \$4,000,000 for said improvements; and 5) authorize the City Manager to execute all the necessary documents on behalf of the city.

Sylvia Ramos, Contracts & DIF Administrator, provided a presentation on the item.

Motion by Council Member Lucio, seconded by Council Member Flores, to 1) Appropriate \$4,000,000 to the Transportation Fund and schedule a corresponding year-end transfer in the same amount from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 2) adopt Resolution 2024-057 memorializing the developer's rights to the highest priority reimbursement from The Preserve Circulation (Streets, Signals & Bridges) Development Impact Fee Fund (Fund 260); 3) approve a construction credit/reimbursement agreement with Chino Development Corporation, a California corporation and Chino Preserve Development Corporation, a California corporation for an amount not to exceed \$35,131,528.37 for the construction of Circulation (Streets, Signals & Bridges) Development Impact Fee improvements at various locations in The Preserve; 4) approve a reimbursement to Chino Development Corporation, a California corporation in the amount of \$4,000,000 for said improvements; and 5) authorize the City Manager to execute all the necessary documents on behalf of the city. The motion carried by the following vote:

AYES: COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had an excused absence.

Council Member Burton

Council Member Burton reported on the following meetings and events including the Ontario International Airport State of the Airport; West End Animal Services Agency Board meeting; Chaffey College Report to the Community; Inland Empire Utilities Agency Regional Sewage Policy Committee meeting; Chino Cultural Foundation Fall Artist Showcase; Bark Around Ayala Park; Chino Valley Chamber of Commerce Student Pitch Competition; Youth Sports President's Dinner; meeting with a business owner regarding property concerns; Old Schoolhouse Museum Barn Ribbon Cutting; a meeting with two residents regarding the housing element; City Manager meeting; Cultural Arts Foundation meeting; Local Agency Formation Commission (LAFCO) Annexation protest hearing; West End Animal Services Agency Executive Director interviews; and wished everyone a Happy Thanksgiving.

Council Member Flores

Council Member Flores reported on the following meetings and events including the Chaffey College Report to the Community; VisionWorks Ribbon Cutting; Chino Cultural Foundation Fall Artist Showcase; Randall Lewis Leadership in Public Service Series networking event; Chamber of Commerce Kids Entrepreneur Fair; Prado Regional Park Gatehouse and Monument Entry Groundbreaking; and the Local Agency Formation Commission (LAFCO) protest hearing for the Ramona/Francis Annexation.

Council Member Lucio

Council Member Lucio reported on the following meetings and events including the Veterans Day event and acknowledged Kaylee Fraga for her singing performance of the national anthem; City Manager Meeting; Prado Regional Park Gateway and Monument Entry Groundbreaking; City Manager meeting; and wished residents a Happy Thanksgiving.

City Manager's Report

City Manager Reich thanked CSPR, Public Works and Police Departments for the Halloween Spooktacular event; congratulated Mayor Ulloa, Mayor Pro Tem Comstock, and Council Member Flores for their presumed election success, and noted the election results will be certified by the County on December 3, 2024, and the City will certify the results at the second City Council meeting in December; congratulated Development Services for their work on the Housing Element, and thanked the City Council for their support of the housing element and expressed hopes the community will attend community meetings and get involved; wished Council Member Lucio a Happy Birthday; and called forward Terry Doyle, the new Human Resources and Risk Management Director for the City of Chino to say a few words.

Terry Doyle, Human Resources and Risk Management Director, provided an introduction.

City Attorney's Report

City Attorney Galante had no report.

Police Chief's Report

Chief Mensen provided a report on retail theft and prevention plans for the holiday season; and announced Proposition 36 passed and goes into effect on January 1, 2025.

Director's Report

There was no Director's report.

Fire Chief's Report

Fire Chief Dave Williams shared upcoming events, including the Stuff the Boot Toy Drive on December 8, 2024 at 10:00 a.m. at the Chino Spectrum and the Make a Child Smile event on December 11, 2024 at 8:00 a.m. at Walmart in Chino.

Council Member Burton asked for a status report on the accident that occurred on San Antonio, and Chief Williams reported two of the four persons were considered critical when they were transported to a local hospital.

Mayor Pro Tem Comstock

Mayor Pro Tem Comstock reported on the Veterans Day event and shared she was traveling for her parents wedding anniversary and father's birthday. She shared it is a season of gratitude and how grateful she is to live in the City of Chino and wished everyone a Happy Thanksgiving.

ADJOURN

Mayor Pro Tem Comstock adjourned the meeting at 8:43 p.m. The next Regular Meeting of the City Council will be held on Tuesday, December 3, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in the City Council Chambers.

APPROVED AND ADOPTED THIS 3RD DAY OF DECEMBER 2024.

KAREN C. COMSTOCK, MAYOR PRO TEM

ATTEST:

NATALIE GONZAGA, CITY CLERK

(These minutes are not official until signed.)

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER
FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 773296 to 773485, and Electronic Fund Transfers 523352E to 523445E, totaling \$5,380,373.04.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 24-25 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

As prescribed by Government Code Sections 37202 and 37208, the following demand registers are herewith submitted for Council ratification:

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	773296 – 773386	11/7/24	24-25	\$759,269.60
2.	773387	11/7/24	24/25	\$325.20
3.	773388 – 773485	11/14/24	24-25	\$1,210,507.27
4.	523352E – 523397E	11/8/24	24-25	\$1,750,181.64
5.	523398E – 523445E	11/15/24	24-25	\$1,660,089.33
TOTAL				\$5,380,373.04

E: Electronic Fund Transfers

ISSUES/ANALYSIS

See attached exhibit for detailed information on warrants exceeding \$50,000.

Attachment



CITY OF CHINO A/P Warrant Register Over \$50,000

Check Number	Check Date	Vendor Name	Description	Amount
773334	11/7/24	EUCLID LAND VENTURE LLC	ROAD CLOSURE DEPOSIT REIMBURSEMENT	\$100,000.00
773358		NEW MILLENNIUM CONSTRUCTION SERVICES INC	AYALA PARK RESTROOM RESTORATION	\$55,643.12
773374		SO CAL EDISON CO	SERVICE PERIOD: 09/06-10/28	\$247,764.20
523363	11/08/2024	FISHER SCIENTIFIC CO LLC	CITY CONSIDERATION 7/1/24-9/30	\$568,517.93
523374		INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	\$482,400.28
523378		LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	\$62,950.00
523381		MAMCO INC	WATER MAIN REPLACEMENT - CENTRAL	\$190,379.63
523383		MODEL 1 COMMERCIAL VEHICLES, INC.	CITY CONSIDERATION 07/01/24-09	\$269,974.63
773416	11/14/2024	CT & T CONCRETE PAVING INC	STREET REHAB CONSTRUCTION SERVICES	\$446,810.99
773434		LAW OFFICES OF CHRISTIAN J AMENDT	GENERAL LIABILITY RELEASE OF ALL CLAIMS	\$175,000.00
773485		Z & K CONSULTANTS, INC.	ON CALL CIP SERVICES	\$76,998.00
523406	11/15/24	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	\$1,395,000.00
523419		HERITAGE DESIGN BUILD & CONSULTING	STREET LIGHT MAINTENANCE SERVICES	\$93,575.44
13			TOTAL	\$4,165,014.22

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Elected City Officials' Report Regarding Travel, Training, and Meetings.

RECOMMENDATION

Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2024-25 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000-43320
Transfer In:	Transfer Out:

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TITLE: ELECTED CITY OFFICIALS' REPORT REGARDING TRAVEL, TRAINING, AND MEETINGS.

PAGE: 2

BACKGROUND

In accordance with Government Code Sections 53232.2 and 53232.3, implementing Assembly Bill (AB) 1234 on January 1, 2006, the City adopted Resolution No. 2005-093 establishing a Business-Related Expense Policy. On December 6, 2016, the City approved Resolution No. 2016-075 adopting the latest revisions to this policy. In addition to requiring local agencies to adopt a business-related expense policy, AB 1234 requires that Elected Officials provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

ISSUES/ANALYSIS

In response to AB 1234, a report regarding Elected City Officials' Travel, Training, and Meetings (Exhibit A) was created and is placed on the City Council Agenda Consent Calendar, as needed. The documents that pertain to the items listed on Exhibit A are available for public inspection at the City Clerk's office located in City Hall at 13220 Central Avenue, Chino, CA.

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
November 22, 2024	League of California Cities Inland Empire End of the Year Update Luncheon	Highland, CA	Council Member Burton, Council Member Flores

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Adoption of Ordinance No. 2024-003.

RECOMMENDATION

Approve adoption of Ordinance No. 2024-003 (Second Reading), amending Sections 20.04.030, 20.09.090, and 20.21.340 of the Chino Municipal Code regarding overlay districts for affordable housing and senior housing projects.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Ordinance No. 2024-003 was introduced on first reading by the City Council at its November 19, 2024 meeting. The Ordinance will amend Sections 20.04.030, 20.09.090, and 20.21.340 of the Chino Municipal Code regarding overlay districts for affordable housing and senior housing projects.

Once adopted on second reading, the Ordinance will go into effect thirty (30) days thereafter.

ISSUES/ANALYSIS

Ordinance No. 2024-003:

Second reading of Ordinance, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.21.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICTS FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS."

Attachment: Ordinance No. 2024-003

ORDINANCE NO. 2024-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTIONS 20.04.030, 20.09.090, AND 20.21.340 OF THE CHINO MUNICIPAL CODE REGARDING OVERLAY DISTRICTS FOR AFFORDABLE HOUSING AND SENIOR HOUSING PROJECTS.

The City Council of the City of Chino, California, does hereby ordain as follows:

Section 1. A new subsection (D) is hereby added to Section 20.04.030 (Use regulations) of the Chino Municipal Code and shall read as follows (additions in red):

D. *Uses by right.*

1. Notwithstanding the other provisions of this Section 20.04.030, and in accordance with Government Code Section 65583.2(c), as may be amended, a housing development project in which at least 20 percent of the units are affordable to lower-income households shall be a use by right on the following sites:
 - a. *Nonvacant Sites.* A nonvacant site that meets the following requirements:
 - i. The site is designated in the Sites Inventory of the 2021-2029 Housing Element Update as accommodating a portion of the regional housing need for lower-income households;
 - ii. The site was included in the Sites Inventory in a Housing Element for a prior Housing Element planning period; and
 - iii. The site was not approved to develop a portion of the City's housing need during the previous planning period when the site was in the Sites Inventory.
 - b. *Vacant Site.* A vacant site that meets the following requirements:
 - i. The site is designated in the Sites Inventory of the 2021-2029 Housing Element Update as accommodating a portion of the regional housing need for lower-income households;
 - ii. The site was included in the Sites Inventory in a Housing Element for two or more consecutive prior Housing Element planning periods; and
 - iii. The site was not approved to develop a portion of the City's housing need during the previous planning periods when the site was in the Sites Inventory.
2. The projects described in subsection (1) shall not be required to obtain any discretionary permit, but shall be subject to the review procedures in Section 20.09.090(K), except that neither the design review nor the site approval shall be considered a "project" for purposes of the California Environmental Quality Act.
3. For purposes of this subsection (d), the following terms have the following meanings:

- a. "Affordable to lower-income households" means that:
 - i. The units shall only be rented or sold to lower-income households, as defined in Health and Safety Code Section 50079.5;
 - ii. Regardless of whether the applicant is seeking a density bonus, the applicant shall comply with the requirements in Government Code Section 65915(c)(1) for rental units and with the requirements in Government Code Section 65915(c)(2) for for-sale units.
- b. "Housing development project" shall have the meaning given in Government Code Section 65589.5(h)(2).
- c. "Sites Inventory" means the inventory of sites in the City suitable for residential development that is included in the City's Housing Element, as further described in Government Code Section 65583.2. The Sites Inventory in the City's 2021-2029 Housing Element Update is in Tables B-6 and B-7 of the Housing Element.
- d. "Use by right" means that the project shall not require a conditional use permit, planned unit development permit, or other discretionary review or approval that would constitute a "project" for purposes of the California Environmental Quality Act. However, any subdivision of the site shall be subject to all laws, including, but not limited to, the Subdivision Map Act and Title 16 of this code. Projects that are a use by right shall be subject to design review, but such design review shall not constitute a "project" for purposes of the California Environmental Quality Act.

Section 2. Section 20.09.090 (Overlay districts for affordable housing) of the Chino Municipal Code is hereby revised to read as follows (additions in red; deletions in ~~bold strikethrough~~):

20.09.090 - Overlay districts for affordable housing.

- A. *Purpose and intent.* The purpose of the overlay districts for affordable housing - the affordable housing overlay (AHO) district and the mixed use overlay (MUO) district - is to promote the development of affordable housing for low and very low-income households in specific areas identified in the general plan at densities of up to thirty dwelling units per acre if affordability requirements established in this section are met. More specifically, the AHO and MUO allow residential uses where they would not otherwise be allowed and provide for additional density in return for projects providing more affordable housing. The AHO is intended for standalone affordable housing projects, while the MUO provides for mixed use development with affordable housing either on upper floors or in separate buildings. This section also provides the residential development community two alternatives for construction of affordable housing within market-rate development and offers a streamlined process for administrative review of qualifying projects with affordable housing using checklists and objective standards as required by state law.
- B. *Relation to base zoning.* The AHO and MUO district regulations shall apply in the case of a conflict with the base zoning district regulations when a housing project is proposed. However, when an applicant proposes only non-residential uses, then only the base zoning

district land use regulations and development standards apply. The AHO and MUO regulations and development standards only apply to proposed housing projects.

- C. *Permitted uses.* Table 20.09-4 identifies residential land uses permitted in the AHO and MUO districts in addition to the uses that are permitted within the existing base zoning district.

TABLE 20.09-4: ADDITIONAL LAND USES PERMITTED IN AHO AND MUO DISTRICTS

Uses	District	Additional Regulations
	AHO and MUO	
Residential Uses		
Accessory Dwelling Units	P	Section 20.11.020
Multiple-Family Dwellings	P	
Senior Housing Projects	P	Section 20.21.340 with additional density allowed for affordable housing under criteria established in this section
Warehousing and Storage		
Public Storage	C - MUO only	Sections 20.21.210 and 20.09.090(E)(4)

- D. *Required density and increased density for affordable housing.*

1. *Minimum and maximum density.*

- a. Rental projects. The maximum density for residential development with rental units in the AHO and MUO districts shall be twenty-six units per adjusted gross acre unless a project qualifies for additional density by providing more affordable housing pursuant to subsection (2) below or qualifies for additional density under state law under subsection (3) below, or both. ~~The minimum density shall be twenty-six units per adjusted gross acre.~~
- b. For sale projects. The maximum density for residential development with for-sale units in the AHO and MUO districts shall be thirty units per adjusted gross acre provided that at least three percent of the units are available for purchase by moderate income households at an affordable purchase price. ~~The minimum density shall be twenty-six units per adjusted gross acre.~~
- c. **Minimum density. The minimum residential density in the AHO and MUO districts shall be twenty-six units per adjusted gross acre.**

2. *Additional density for affordable rental housing.* An increase in the maximum density is allowed, as shown in Table 20.09-5, for qualifying residential development with rental units if the percentage of low-income units meets or exceeds the percentages shown, provided that the maximum density shall not exceed thirty units per adjusted gross acre.

TABLE 20.09-5: ADDITIONAL DENSITY FOR QUALIFYING AFFORDABLE RENTAL HOUSING PROJECTS IN AHO AND MUO DISTRICTS

Maximum Allowable Density (Units per Adjusted Gross Acre)					
	26	27	28	29	30
Percent Affordable Units Required in Rental Projects:					
Low Income Units	9	10	11	12	13

3. *Additional density under state law.* Applicants also may be eligible for a density bonus, incentives, and/or concessions under the state density bonus law, the Affordable Housing and High Road Jobs Act of 2022, and other applicable state laws.

E. *Additional land use regulations for MUO district.*

1. *Types of mixed use allowed.* Both horizontal and vertical mixed use development shall be allowed in the MUO district.
 - a. Horizontal mixed use development allows a range of uses adjacent to one another, either in separate buildings or parcels. Individual buildings may share project components, such as parking, serving, loading, and utility areas.
 - b. Vertical mixed use allows for a mix of uses within a single building where non-residential uses occupy the ground floor and residential uses are on the upper levels. A vertical mixed use project may have surface parking, subterranean parking decks, and/or at grade and above grade parking decks.
2. *Minimum amount of ~~retail and service uses~~ residential use required in a mixed-use project.* In a mixed use project, at least ~~ten~~ **fifty** percent of the gross floor area shall be reserved for **residential use**. ~~and occupied by retail shops, eating and drinking establishments, retail banks, financial and business services, or businesses offering personal services. If the project is within or adjacent to a shopping center or regional retail complex, this requirement for on-site retail uses shall be reduced to five percent.~~
3. *One hundred percent residential use allowed.* Projects developed in an MUO district may be one hundred percent residential. No minimum percentage of non-residential uses is required.
34. *Active and pedestrian-oriented frontages required.* Along the primary building frontage, active ground floor uses are required in mixed use buildings with residential uses above commercial uses for at least sixty percent of street-facing spacing. These may include retail shops, eating and drinking establishments, retail banks, financial and business services, personal services, and offices for walk-in clientele, such as employment agencies, insurance offices, real estate offices, travel agencies, and offices for elected officials. For residential only buildings along a primary building frontage, an active frontage with a pedestrian orientation can include windows and glass doors, stoops and steps, covered entries, and windows providing views into active space within the building, such as lobbies and gyms. The director of development services also may allow these active and pedestrian-oriented frontages to be provided along private streets, interior walkways, and around plazas and courtyards

within the interior of a mixed use project rather than on exterior frontages facing arterial streets.

- 45. Public storage facilities.** In addition to the requirements of Section 20.21.210, public storage shall comply with the following standards:
- a. **Minimum site size.** Public storage facilities are only allowed within mixed use development on sites with of five acres or more.
 - b. **Setbacks.** Public storage facilities shall be setback a minimum of fifty feet from front and street side property lines.
 - c. **Maximum building height.** If freestanding, the maximum building height for a public storage facility shall not exceed the building height of an adjacent residential only or mixed us building.
 - d. **Maximum floor area.** The maximum floor area for public storage facilities on a site shall not exceed twenty-five percent of the gross floor area for all residential and non-residential uses.
 - e. **Exterior building materials.** The exterior building materials, colors, and finishes of the public storage facility shall be the same as those used for residential and mixed use buildings on the project site to create a unified appearance.
 - f. **Building articulation.** The building facades of public storage facilities that face streets or residential and mixed use buildings in a project shall include building projections or recesses, doorways or window trim, and other details that provide architectural articulation and visual interest.
 - g. **On-site management.** On-site, twenty-four-hour management shall be provided, and the planning commission may establish specific hours of operation as a condition of approval of a conditional use permit for a public storage facility.
- F. **Development standards for the AHO district.** All residential development in the AHO district shall comply with the development standards in Table 20.09-6 and the supplemental design standards following the table; and with the multiple-family residential design standards in Section 20.17.050 to the extent these are not superseded by the supplemental design standards following the table. If no housing is proposed, then non-residential development must comply only with the standards of the base zoning district with which the AHO district is combined and the commercial design standards in Section 20.17.070.

TABLE 20.09-6: DEVELOPMENT STANDARDS FOR RESIDENTIAL DEVELOPMENT IN THE AHO DISTRICT

Feature	Standard	Additional Regulations
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 feet	
Maximum Lot Coverage	65%	
Maximum Floor Area Ratio (non-residential space)	0.85	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.19
Refuse Storage and Recycling		See Chapter 20.10.060

Building Form and Location		
Maximum Building Height	40 feet	Note 2
Minimum Setbacks:		
Front	15 feet	Notes 3, 4, and 5
Rear	10 feet; 15 feet if adjacent to a Residential or Industrial district	See also subsection (F)(1).
Interior Side	5 feet; 10 feet if adjacent to a Residential district	
Street Side	10 feet	Chapter 20.18 and Notes 3, 4, and 5
Minimum Building Separations	15 feet	
Other Requirements		
Off-street parking and loading for non-residential uses	See Chapter 20.18 (Parking)	
Street curb cuts	Note 6	

Notes:

[1] Additional FAR is allowed up to 1.25 for projects with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.125 increase in allowable FAR.

[2] Additional height is allowed up to 45 feet for lots with at least 100 feet of primary street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back an additional seven feet from the interior property line if the project is adjacent to a residential zoning district.

[3] The front setback may be reduced to 10 feet on the following streets: Riverside Drive and Central Avenue.

[4] A minimum 20-foot setback must be provided for garages and carports facing a street.

[5] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer than 12 feet to the front property line and 5 feet to the street side property line.

[6] New street curb cuts are not allowed on lots with alley access unless approved by the director of development services and the city engineer to accommodate affordable housing units.

1. *Required side and rear yards for residential uses.* In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing windows and facing an interior side or rear yard. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.
 - a. For any wall containing living room or other primary room windows, a setback of at least fifteen feet shall be provided.
 - b. For any wall containing sleeping room windows, a setback of at least ten feet shall be provided.

- c. For all other walls containing windows, a setback of at least five feet shall be provided.
2. *Required building wall on designated streets.* Along Riverside Drive and Central Avenue south of Highway 60, building walls shall be constructed along or within ten feet of the front property line for a minimum of seventy percent of the primary street frontage and forty percent on secondary street frontages. This requirement may be waived by the director of development services upon finding that:
 - a. Ground-floor residential uses are proposed, a minimum fifteen-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;
 - b. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;
 - c. The building incorporates an alternative entrance design that creates a welcoming entry facing the street.
3. *Building entrances.*
 - a. Principal building entries shall front upon the primary street or be in a visually-prominent location as determined by the director of development services.
 - b. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.
4. *Building mass and scale.*
 - a. To reduce upper-story building mass, floorplates for the third story and above shall not exceed eighty percent of the ground-floor floorplate. The director of development services may waive this requirement upon finding the architectural articulation of exterior walls and a sloped roof modulates the visual mass of the top of the building and avoids the appearance of a box-like structure.
 - b. Buildings that are more than one hundred fifty feet in length shall include a minimum two-foot vertical variation in height for at least fifty feet.
5. *Pedestrian orientation and accessible pedestrian facilities on designated streets.*
 - a. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate such features as plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces.
 - b. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture to encourage pedestrian activity.
 - c. Clearly marked pedestrian connections shall be provided between parking areas and buildings.
 - d. All sidewalks, crosswalks, courts, plazas and residential buildings shall be designed to be safe, accessible, and convenient for individuals of all abilities, whether travelling by foot, wheelchair, or other mobility aid, consistent with the city's adopted policy on accessible pedestrian facilities.

6. *Parking.*

- a. Parking areas are prohibited between the building and primary street edge. On-site parking shall be in the rear half of the site or within a parking structure.
- b. Multi-story parking structures within twenty-five feet of a street frontage shall be lined with foundation landscaping at the ground floor.
- c. Building siting and parking design shall maximize opportunities for shared parking, access entries, and driveways in order to minimize the number of curb cuts and thus limit possible conflict between pedestrians and automobiles.
- d. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of driveways along arterial streets.

7. *Landscaping.*

- a. Street trees shall be included along all street frontages with multi-family housing development. Trees shall be selected from a list of city-approved trees and shall be approved by the director of development services prior to installation.
- b. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving to define the pedestrian space.

G. *Development standards for the MUO district.* All residential-only buildings and mixed use development with residential units in the MUO district shall comply with the development standards in Table 20.09-7 and the supplemental design standards following the table, and with the multiple-family residential design standards in Section 20.17.050 and the mixed use design standards in Section 20.17.060 to the extent these are not superseded by the supplemental design standards following the table. Non-residential development shall comply with the standards of the base zoning district with which the MUO district is combined and the commercial design standards in Section 20.17.070.

TABLE 20.09-7: DEVELOPMENT STANDARDS FOR RESIDENTIAL AND MIXED USE DEVELOPMENT IN MUO DISTRICT

Feature	Standard	Additional Regulations
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 feet	
Maximum Lot Coverage	80%	
Maximum Floor Area Ratio (non-residential space)	1.0	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.19
Refuse Storage and Recycling		See Chapter 20.10.060
Building Form and Location		
Maximum Building Height	50 feet	Note 2
Minimum Setbacks (ft.):		

Front	10 feet; 15 feet if ground floor is residential	Notes 3 and 5
Rear	10 feet; 15 feet adjacent to a Residential District	See also subsection (G)(1).
Interior Side	0 feet; 10 feet adjacent to a Residential district	
Street Side	10 feet	Notes 3, 4, and 5
Minimum Building Separations	15 feet	
Other Requirements		
Off-street parking and loading for non-residential uses		See Chapter 20.18
Street curb cuts		Note 6

Notes:

[1] Additional FAR is allowed up to 1.25 in mixed use development with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.0625 increase in allowable FAR.

[2] Additional height is allowed up to 55 feet for lots with 100 feet of street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back an additional seven feet from the interior property line if the project is adjacent to a Residential zoning district.

[3] A minimum 15 feet of front and street side setback shall be provided along primary and secondary arterial streets. A reduced front setback may be allowed on the following streets: Riverside, Central, and Euclid.

[4] A minimum 20-foot setback must be provided for garages and carports facing a street.

[5] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer than 12 feet to the front property line and 5 feet to the street side property line.

[6] New street curb cuts are not allowed on lots with alley access unless approved by the director of development services and the city engineer to accommodate for affordable housing units.

1. *Required side and rear yards for residential uses.* In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing windows and facing an interior side or rear yard. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.
 - a. For any wall containing living room or other primary room windows, a setback of at least fifteen feet shall be provided.
 - b. For any wall containing sleeping room windows, a setback of at least ten feet shall be provided.
 - c. For all other walls containing windows, a setback of at least five feet shall be provided.

2. *Required building wall on designated streets.* Along Riverside Drive and Central Avenue south of Highway 60, building walls shall be constructed along or within ten feet of the front property line for a minimum of seventy percent of the primary street frontage and forty percent on secondary street frontages. This requirement may be waived by the director of development services upon finding that:
 - a. Ground-floor residential uses are proposed, a minimum fifteen-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;
 - b. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;
 - c. The building incorporated an alternative entrance design that creates a welcoming entry facing the street.
3. *Required ground floor transparency for non-residential uses.* Exterior walls for non-residential ground-floor uses facing and within twenty feet of a front or street side property line shall include windows, doors, or other openings for at least sixty percent of the building wall area between two feet and eight feet above the sidewalk. No wall shall run in a horizontal plane more than twenty-five feet without an opening.
 - a. Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work area, lobbies or other active spaces, and window displays shall be at least three feet in depth.
 - b. Parking garages are not required to meet these transparency requirements.
 - c. Alternatives to the building transparency requirement may be approved by the director of development services for uses that have unique operational requirements making windows or doors infeasible or for street-facing building walls that exhibit architectural relief and detail with landscaping that creates visual interest at the pedestrian level.
4. *Building entrances.*
 - a. Principal building entries shall front upon the primary street.
 - b. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.
5. *Building mass and scale.*
 - a. To reduce upper-story building mass, floorplates for the fourth story shall not exceed eighty percent of the ground-floor floorplate. The director of development services may waive this requirement upon finding the architectural articulation of exterior walls and a sloped roof modulates the visual mass of the top of the building and avoids the appearance of a box-like structure.
 - b. Buildings that are more than one hundred fifty feet in length shall include a minimum two-foot vertical variation in height for at least fifty feet.
 - c. To maintain a human-scale at the street level where ground floor commercial space is provided, building storefront widths shall not exceed thirty feet without a recess or a break, which may be a building entry or a separate display window.
 - d. Minimum ground floor height for commercial uses, including retail shops, restaurants, and offices: fourteen feet.

6. *Pedestrian orientation and accessible pedestrian facilities on designated streets.*
- a. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate features such as plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces.
 - b. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture to encourage pedestrian activity.
 - c. Clearly marked pedestrian connections shall be provided between parking areas and buildings.
 - d. Encroachments into the public right-of-way are allowed for outdoor seating in conjunction with full-service restaurants and food retailers, provided a minimum six-foot wide walkway and pedestrian clear zone is maintained, and the outdoor eating area is contiguous with interior eating space and does not encroach into the public right-of-way of an adjacent business. An encroachment permit issued by the city is required, and a fee may be charged.
 - e. All sidewalks, crosswalks, courts, plazas, and residential buildings shall be designed to be safe, accessible, and convenient for individuals of all abilities, whether travelling by foot, wheelchair, or other mobility aid, consistent with the city's adopted policy on accessible pedestrian facilities.

7. *Parking.*

- a. Long-term parking and residents' guest parking areas are prohibited between the building and primary street edge. On-site parking shall be in the rear of buildings in the back half of the lot or development site. Short-term drop-off spaces, short-term parking for retail shops, and a limited number of parking spaces for guests of residents may be allowed with valet service in courtyards and at building entries with approval of the planning commission.
- b. Multi-story parking structures within twenty-five feet of a street frontage shall be buffered with foundation planting or lined with commercial, retail, or residential use at the ground floor.
- c. Building siting and parking design shall maximize opportunities for shared parking, access entries and driveways in order to minimize the number of curb cuts and thus limit possible conflict between pedestrians and automobiles.
- d. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of driveways along arterial streets.

8. *Landscaping.*

- a. Street trees shall be included along all street frontages of mixed-use development. Trees shall be selected from a list of city-approved trees and shall be approved by the director of development services prior to installation.
- b. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving to define the pedestrian space.

H. *Open spaces standards for residential projects.* The open space requirements of the multiple-family residential design standards in Section 20.17.050 for private areas and

common areas shall apply to all proposed residential development and to residential units in mixed use development with the following modifications. Private areas shall consist of balconies, decks, patios, or fenced yards directly accessible from the residence. Common areas shall consist of landscaped areas, walks, patios, swimming pools, picnic and barbeque areas, playgrounds, children's play areas, playing courts, turf, rooftop areas, gym and fitness facilities, space for yoga, dance and instruction, or other such improvements as are appropriate to enhance the outdoor living environment of the development and to provide recreational facilities for residents. Landscaped courtyard entries that are oriented towards the public street and create a welcoming entry feature are also considered common areas. All areas not improved with buildings, parking, vehicular accessways, trash enclosures, and similar items or devoted to perimeter landscaping shall be developed as common areas with the types of attributes described above.

1. *Minimum amount of outdoor living area (private or common open space).* The minimum percentage of net lot area devoted to permanent open space is twenty percent, and the minimum area to be devoted to outdoor living area (private or common open space) shall be four hundred square feet per unit.
2. *Minimum amount of private open space.* The minimum amount of private open space shall be at least twenty-five percent of the amount of outdoor living area required. This space shall be provided on patios, decks or balconies shall be as follows:
 - a. Ground floor units: one hundred fifty square feet patio with a minimum horizontal dimension of ten feet or seventy-two square foot deck with a minimum horizontal dimension of six feet; and
 - b. Upper level units: seventy-two square feet with a minimum horizontal dimension of six feet.
3. *Minimum amount of common open space areas.* A minimum of sixty-five percent of the required outdoor living area shall be provided as common open space with a minimum horizontal dimension of twenty feet. This common open space shall be a well-designed, coherent area that is an essential component of the project's design, not merely space left over after the building mass is placed.
 - a. Landscape areas having minimum dimensions of less than twenty feet but at least five feet at any point which are contiguous with and an integral part of the common open space or are connected to the common open space by walkways, may be included in calculating the area of such space. Non-contiguous landscape areas proposed to be included shall not exceed twenty percent of the total area of common open space.
 - b. Up to one-half of covered patio areas designed to be commonly used by residents of a development may be included in calculation of common open space provided such area does not comprise more than twenty-five percent of the total common open space.
 - c. Up to fifteen percent of the required common open space area may be provided within a recreational building.
4. *Usability.* A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. The maximum slope shall not exceed ten percent.

5. *Accessibility.*
 - a. Private open space. The space shall be accessible to only one living unit by a doorway to a habitable room or hallway.
 - b. Common open space. The space shall be accessible to the living units on the lot. It shall be served by any stairway or other accessway qualifying as an egress facility from a habitable room.
 6. *Recreational facilities requirements.* In high density multi-family or mixed use development with a minimum of twenty-five dwelling units per gross adjusted acre, essential recreational facilities, as prescribed below, may be proposed in lieu of the requirements of major and minor facilities in Section 20.17.050(C) which require more land than may be available in a high density project. These essential recreational facilities may include: 1) a gym or fitness room, 2) space for yoga, dance, or other instruction, 3) enclosed or outdoor space for playing courts or games, 4) children's play area, 5) picnic and barbeque area, or 6) children's daycare space. At least two hundred fifty square feet per unit shall be provided for these recreational facilities, and there shall be a minimum of two of these facilities in projects with ten to fifty units, three of these facilities in projects with fifty-one to one hundred units, and four or more of these facilities in projects with more than one hundred units. No essential recreational facilities are required in a small project, with less than ten dwelling units. The space allocated for recreational facilities shall count toward the requirement for common open space, and this space may be within buildings.
- I. *Minimum affordable housing requirement.*
 1. *Requirement.* Residential development projects in an AHO and an MUO district with ten or more dwelling units shall provide the following minimum numbers of affordable housing units:
 - a. Rental projects: nine percent of the total units affordable to low-income households at an affordable rent.
 - b. For-sale projects: three percent of the total units in a common interest development for moderate income households at an affordable sales price, provided that all of the units are offered to the public for purchase.
 - c. Projects with both rental units and for sale units: The minimum numbers shall be calculated separately for each type of housing.
 2. *Calculations.* All calculations of the number of affordable units required to be built on-site in a project that result in fractional units shall be rounded up to the next whole number.
 3. *Common owners and control.* An applicant for development within an AHO or MUO district shall not avoid the requirements of this section by submitting piecemeal planning applications. At the time of the first application for residential development, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct housing on contiguous property but must include such property in a comprehensive affordable housing plan.
 4. *Income qualifications.* Household income qualifications shall be those established by the California Department of Housing and Community Development each year for San Bernardino County, as adjusted for household size, pursuant to California Code of Regulations, Title 25, Section 6932, and Health and Safety Code Section 50093.

5. *Location, size, design, and distribution of affordable units.* Affordable units shall have the same bedroom and bathroom count ratio as the market rate units in a project, be equally distributed within the project, and have the same type or quality of appliances, fixtures, and finishes. The affordable housing units shall be integrated with other housing units in the housing development with regard to siting and placement within buildings and shall not differ in exterior appearance from the other housing units. The location of the affordable housing units may or may not be on contiguous parcels within the site. In no event shall the affordable housing units be located in only one portion of the housing development or situated in one building of a multi-building development.
 6. *Timing of construction.* All required affordable units shall be made available for occupancy prior to, or concurrently with, the market-rate units. The affordable units may be constructed in phases if the market-rate units are constructed in phases, provided that the percentage of affordable units developed in each phase shall be equivalent to or greater than the total percentage of affordable units to be developed as part of the residential development until such time that all the affordable units have been built.
- J. *Alternatives.* In lieu of providing the affordable units in the housing development project required by Section 20.09.090.D. and I., the requirements of those subsections may be satisfied through one or more of the alternatives set forth below.
1. *In-lieu fee.*
 - a. For housing development projects proposing up to twenty units, the developer may, by right, pay a fee in lieu of providing affordable units on site.
 - b. For housing development projects proposing more than twenty units, the developer shall only be allowed to pay in-lieu fees if the planning commission makes a finding that providing affordable units on-site would result in an extreme financial hardship to the developer and make the proposed project financially infeasible. The developer shall submit a request to pay a fee in lieu of providing affordable units on site as part of the project application. Such request shall include sufficient documentation and financial analysis to allow the planning commission to make the required findings. At the city's discretion, the city may contract with a third-party financial consultant to evaluate the documentation and analysis submitted by the applicant and make a recommendation to the city regarding the issues of extreme financial hardship and financial infeasibility. The developer shall be required to reimburse the city for all costs related to hiring any such third-party consultant, which shall be in addition to any other required application fees. The demonstration of financial hardship and infeasibility may be based on, among other things, such factors as project size, site constraints, and/or excessively large affordability gaps, or upon a demonstration that in the absence of allowing for payment of in-lieu fees, the imposition of the affordable housing production requirements in this section would violate the California and/or United States Constitutions because it would be a regulatory taking of property without fair and just compensation.
 - c. In-lieu fees shall be paid as follows:
 - (i) The amount of the fee shall be calculated using the fee schedule established by resolution of the city council at the time the fee is paid.
 - (ii) One-half of the in-lieu fee required by this subsection shall be paid (or a letter of credit posted) prior to issuance of a building permit for all or any part of the

housing development project. The remainder of the fee shall be paid before a certificate of occupancy is issued for any unit in the housing development project. In a phased project, payment of fees also may be allowed in phases, corresponding to the number of units in each phase.

- (iii) The fees collected shall be deposited in the overlay district affordable housing fund established by Section 20.09.090(M).

2. *Land dedication.* In lieu of providing affordable units on-site, a developer may request city council approval to dedicate land to the city or to a city-approved affordable housing developer that the director of development services determines is suitable for the construction of the required number of affordable units and is within one mile of the project site. To accept a land dedication in lieu of on-site affordable units, the city council must determine the fair market value of the dedicated land is equivalent to or greater than the amount of in-lieu fees that would have been needed to satisfy the housing development project's affordable housing obligation and that the required number of units for very low-income residents will be built on this land based on a proposed conceptual site plan and proforma financial analysis demonstrating project feasibility with available funding.

- a. The developer must submit evidence that the land proposed to be dedicated is under the developer's control, will be conveyed at no cost to the city or a city-approved affordable housing developer with experience building rental housing for very low-income households, is free of any liens, all property taxes and special taxes have been paid, does not contain any hazardous materials, has the appropriate general plan designation and zoning to allow construction of the required number of units, and has the necessary infrastructure and public improvements to support the required number of affordable units. Only sites within an AHO or MUO district that are within one mile of the project site can be considered for land dedication.
- b. The developer must disclose whether any hazardous materials were previously contained on the site; and hazardous materials were previously remediated, the developer must provide evidence that the cleanup was performed in accordance with applicable law.
- c. The land proposed for dedication cannot have been improved with any residential use for at least five years prior to the submission of a land dedication proposal.
- d. The affordable units to be constructed on the dedicated land shall be at least twenty percent of the total number of units in the project, and these units must be rental units affordable to very low income households.

3. *Off-site construction.* A market-rate developer may enter into an agreement with an affordable housing developer to construct, own, and operate affordable rental housing units required by Sections 20.09.090(D) and (I), provided:

- a. The affordable housing developer is approved by the director of development services on the basis of recent relevant experience;
- b. The affordable housing developer does not request any financial assistance from the city;
- c. The affordable rental housing units shall be constructed prior to or concurrently with the market-rate development triggering the affordable housing requirement; and

- d. At least twenty percent of the total number of units to be built on the site shall be rental units affordable to very low-income residents.

K. *Review procedures.*

1. *Preliminary review.* A developer requesting additional density above twenty-six units per adjusted gross acre for a rental project under Section 20.09.090(D) shall submit an application for preliminary review, accompanied by the required application fee, for feedback prior to the submittal of any formal requests for approval of additional density. The purpose of the preliminary review is to determine whether the proposed development is in substantial compliance with applicable planning regulations and to establish the basis and procedures for granting the additional density. The following information is required to be submitted for preliminary review in the form of a proposed affordable housing plan in addition to information required by the department's preliminary review checklist:
 - a. Evidence that the project includes the qualifying percentages of affordable units set forth in Section 20.09.090(D) to justify the additional density requested;
 - b. Calculations showing the maximum base density and the density with the additional units;
 - c. Number and percentage of total units that are proposed to meet affordability criteria and the income level to which the units will be restricted; and
 - d. A description of any proposed waivers or reductions of development standards or other zoning requirements, consistent with the provisions of Government Code Section 95915(k).
2. *Site approval required.* All residential development or mixed use development with residential units in an AHO or MUO district shall require approval of a site approval application as outlined under Section 20.23.090. For residential development and mixed use development with residential units, design review by the planning commission shall be undertaken only to determine compliance with the city's objective design standards using the site approval process.
3. *Additional findings for approval.* The planning commission shall grant a site approval if it makes the findings required by Section 20.23.090 and the following additional findings:
 - a. The proposed development meets the affordability criteria for the requested density in accordance with the requirements of subsection (D) and (I); and
 - b. The increased density would not have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Government Code, upon public health and safety or the physical environment or on any real property listed in the California Register of Historic Resources.
4. *Conditions of approval.* The planning commission has the authority to impose reasonable conditions that are related and proportionate to what is being requested by the applicant, as deemed necessary and appropriate to ensure that the provisions of the general plan, any applicable specific plan adopted by the city council, and this title are met, including requirements for needed off-site public improvements. The commission may require reasonable guarantees and evidence that such conditions are being, or will be, met.

5. *Special procedures for projects with at least 20 percent affordable units.* Notwithstanding any other provision of this section 20.09.090, owner-occupied and rental multifamily residential developments in either an AHO or MUO district that are located on a site that is included in Appendix B (Candidate Sites Analysis) of the city's Sixth Cycle Housing Element (2021-2029), meet the objective development standards and density requirements in this section, and in which at least 20 percent of the units are affordable to lower income households shall be a use by right. For purposes of this subsection (K)(5), "use by right" shall have the meaning given in Government Code section 65583.2(i), as may be amended. Developments that qualify under this subsection (K)(5) shall be subject to the review procedures in this subsection (K), except that neither the design review nor the site approval shall be considered a "project" for purposes of the California Environmental Quality Act.
- L. *Required affordable housing agreement for continued affordability.* Prior to the issuance of a building permit for any residential development project with affordable housing units in an AHO or MUO district, the applicant shall enter into a written agreement with the city ensuring the continued affordability of the affordable dwelling units for a period of not less than seventy-five years or as long as the property is in residential use, whichever is greater, for rental units and forty-five years for for-sale units. The terms and conditions of the agreement shall be binding upon the successor in interest of the developer and shall be recorded in the main office of the San Bernardino County assessor-recorder-clerk. The agreement shall be executed by the city manager, be in a form acceptable to the city attorney, and include provisions for the following:
 1. The number and proportion of housing units affordable to moderate-income, low-income, and very low-income households by type, their location, and the number of bedrooms in each one;
 2. Standards for maximum qualifying household incomes and maximum rents or sale prices;
 3. Minimum home buyer payments and sources of funds for them;
 4. The party responsible for certifying rents and sales prices of affordable housing units and reporting this information to the city;
 5. The process that will be used to certify incomes of tenants or purchasers of the affordable housing units;
 6. The manner in which vacancies will be marketed and filled, including the screening and qualifying of prospective renters and purchasers of the affordable units;
 7. Deed restrictions on the affordable housing units binding on property upon sale or transfer and any subsequent sale or transfer;
 8. Enforcement mechanisms to ensure that the affordable rental units are continuously occupied by eligible households and are not rented, leased, sublet, assigned, or otherwise transferred to non-eligible households, with reasonable allowances for inherited units and units initially occupied by very low-income individuals who incomes may increase to a low-income level;
 9. Provisions allowing moderate income homebuyers to resell the unit at fair market value in return for the city receiving payment equal to the original affordability gap plus a defined share of the equity appreciation achieved on sale, which shall be deposited in the city's overlay district affordable housing fund and used within three years for any of

the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership; and

10. Project phasing, including the timing of completions, and rental or sale of the affordable housing units, in relation to the timing of the market-rate units.
- M. *Overlay district affordable housing fund.* There is a separate fund of the city known as the overlay district affordable housing fund, and all in-lieu fees or other funds collected under this section shall be deposited into the overlay district affordable housing fund. Additional funds from other sources also may be deposited in the overlay district affordable housing fund.
1. Money deposited in the overlay district affordable housing fund may be used to pay for the direct costs associated with administration and enforcement of the affordable housing program established for the AHO and MUO districts.
 2. After payment of expenses, at least seventy percent of the remaining money shall be expended to provide housing affordable to low income and very low-income housing holds; the remaining money may be expended to provide housing affordable to moderate-income households.
 3. The fund shall be administered by the director of development services.
 4. A developer receiving funding from the fund shall implement a local preference in their resident selection criteria.

Section 3. Section 20.21.340 (Senior housing projects) of the Chino Municipal Code is hereby revised to read as follows (additions in red; deletions in ~~bold strikethrough~~):

20.21.340 - Senior housing projects.

- A. *Consistency with California Civil Code.* Senior housing projects shall be limited to occupancy consistent with section 51.3 of the California Civil Code.
- B. *Development standards.* **Except as provided in subsection C, senior** ~~Senior~~ housing projects shall be developed in accordance with the development standards and guidelines applicable to the RD 20 zoning district.
- C. *Projects in the Affordable Housing Overlay or Mixed Use Overlay.* **Senior housing projects in the Affordable Housing Overlay or the Mixed Use Overlay shall be subject to the density requirements and development standards of the overlay in which the project is located, which are found in Section 20.09.090.**

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 5. Environmental Review. On April 18, 2023, the City adopted an Addendum to the 6th Cycle Housing Element Update (2021-2029) Project Negative Declaration (ND) pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines for the adoption of the Section 20.09.090 of the Chino Municipal Code. The Addendum determined

that the project was within the scope of the ND, which adequately described the activity for the purposes of CEQA, and included findings supported by substantial evidence that there was no potential for a significant effect on the environment attributable to the adoption of the Section 20.09.090. The revisions in this ordinance fall within the project described in the Addendum and the ND and therefore no further CEQA review is required.

Section 6. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 7. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

ADOPTED THIS 3RD DAY OF DECEMBER 2024.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO)

I, Natalie Gonzaga, City Clerk of the City of Chino do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by said City Council at a regular meeting held on the 3rd day of December 2024 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Amendment No. 5 - Cooperative Agreement between the City of Chino and San Bernardino County Transportation Authority (SBCTA) for the Interchange Improvements at Central Avenue and State Route 60.

RECOMMENDATION

1) Appropriate \$620,440 to the Transportation Fund (320) from the General Fund (100) reserves; 2) increase the budget for Project R7200, Central Ave State Route 60 Improvements, by the same amount, for a total budget not to exceed \$18,419,384; 3) approve Amendment No. 5 to the Cooperative Agreement between the City of Chino and SBCTA to address additional costs related to landscape maintenance, right-of-way acquisition, and other soft costs. This amendment will increase the City's cost share by \$405,441, bringing the City's total cost share amount to \$16,921,957, with an overall contract amount of \$36,891,327; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

An appropriation of \$620,440 from the General Fund (100) reserves is required for this project. San Bernardino County Transportation Authority oversees project management, with the City reimbursing the County through periodic billing cycles. The preliminary engineering, design, and construction costs are fully funded by Development Impact Fees (DIF) from both the General City and The Preserve areas. However, it is important to note that DIF funds do not cover maintenance costs, which necessitates the use of General Fund reserves for ongoing maintenance expenses.

TOTAL PROJECT BUDGET – R7200			
Funding Source	Adopted Budget	Additional Appropriation	Revised Project Budget
DIF Fund 220 – Citywide Bridges/Signals/Thoroughfare	\$14,719,590.00	\$0	\$14,719,590.00
DIF Fund 260 – Preserve Bridges/Signals/Thoroughfare	\$1,725,000.00	\$0	\$1,725,000.00
Fund 320 - County of San Bernardino Reimbursement	\$1,255,255.00	\$0	\$1,255,255.00
Fund 320 – City of Montclair Reimbursement	\$99,099.00	\$0	\$99,099.00
General Fund 100	\$0	\$620,440.00	\$620,440.00
TOTALS:	\$17,798,944.00	\$620,440.00	\$18,419,384.00

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TITLE: AMENDMENT NO. 5 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBTCA) FOR THE INTERCHANGE IMPROVEMENTS AT CENTRAL AVENUE AND STATE ROUTE 60.

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CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 3207100-40010-R7200
Transfer In: 3201000-50000	Transfer Out: 1001000-40001

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TITLE: AMENDMENT NO. 5 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) FOR THE INTERCHANGE IMPROVEMENTS AT CENTRAL AVENUE AND STATE ROUTE 60.

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BACKGROUND

The Central Avenue overpass project at State Route 60 (Project) is crucial for easing traffic congestion in the San Bernardino County region and the City of Chino. The project involves widening the eastbound and westbound ramps and the Central Avenue bridge, with improvements to hardscape and landscaping.

On October 1, 2013, the City of Chino and the San Bernardino County Transportation Authority ("SBCTA") signed a Memorandum of Understanding ("MOU") to outline the project's terms. This was followed by a Cooperative Agreement ("Agreement"), approved by the City Council on July 15, 2014, which designates SBCTA as the lead agency responsible for project management, planning, environmental documentation, design, right-of-way acquisition, and construction. SBCTA is also tasked with selecting and managing consultants and coordinating with the California Department of Transportation ("Caltrans") for property acquisition.

The total estimated cost of the project is \$20,591,000. Of this amount, \$12,493,964 represents the City's fair share. Contributions from San Bernardino County and the City of Montclair will partially reduce the City's share, as outlined in reimbursement agreements approved by the City Council on December 15, 2015. These contributions will be reimbursed at the conclusion of the project, subject to the availability of fund balances.

Over the past several years, the Agreement has been amended multiple times to address changes and issues during the Project's development. These amendments are summarized below

<u>Agreement</u>	<u>Approved</u>	<u>Amount</u>	<u>Description</u>
Original	7/15/2014	\$12,493,964	Designates SBCTA as the lead agency responsible for project management, planning, environmental documentation, design, right-of-way acquisition, and construction
Amendment No. 1	10/17/2017	----	Council authorized SBCTA for the right of acquisition
Amendment No. 2	12/5/2018	\$6,375,513	Adjusted scope of work due to Caltrans design policy changes and unforeseen environmental conditions
Amendment No.3	2/4/2020	\$1,184,051	Adjusted cost estimate based on final design and escalated costs of construction
Amendment No. 4	11/3/2020	\$(3,537,012)	Adjusted cost based on actual bid amount. Reduction in the City's cost share due to Proposition 1B Trade Corridor Improvement Fund buy-down requested by Caltrans from the California Transportation Committee in May 2020.

City's Cost Share \$16,516,516 (as of Amendment No. 4)

CITY COUNCIL MEETING DATE: DECEMBER 3, 2024

TITLE: AMENDMENT NO. 5 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) FOR THE INTERCHANGE IMPROVEMENTS AT CENTRAL AVENUE AND STATE ROUTE 60.

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Construction is mostly complete and is presently under safety checklist and punch list review by Caltrans and the City. SBCTA will officially accept the project as complete once these items are resolved. Concurrently, final cost accounting is underway. As part of this process, Amendment No. 5, totaling \$405,441, is necessary to cover the City's cost share associated with landscape maintenance, right-of-way acquisition, and the preparation of plans, specifications, and estimates.

ISSUES/ANALYSIS

The completed landscaping work entered its one-year establishment period in March 2024. This period involves regular maintenance to support healthy growth and resolve any emerging issues. By the end of this period, the landscape is expected to be fully established, reflecting the project's careful planning and efforts.

SBCTA is working to procure a four-year construction management and landscape maintenance contract, with the Notice to Proceed anticipated by February 2025. The current Agreement includes \$195,216 for landscape maintenance; however, due to rising labor and material costs, SBCTA forecasts an additional \$425,224 is required. This brings the total City share of funding needed for the full four-year maintenance period to \$620,440. In order to keep the work on schedule, both SBCTA and City staff agreed to process this amendment now. SBCTA approved Amendment No. 5 at its Board meeting on November 6, 2024.

Additionally, there is a budget shortfall for right-of-way acquisition and the preparation of plans, specifications, and estimates. This will be covered using anticipated cost savings from other budget categories (i.e. construction and project management). Although the preliminary engineering, design, construction, and landscaping are funded through the Development Impact Fees (DIF) program, DIF funds cannot be used for maintenance. Therefore, the original landscape maintenance budget of \$195,216 from DIF will not be used, and \$620,440 will be allocated from the General Fund reserves to fully cover the maintenance costs. As a result, the DIF budget will have a surplus, as part of the landscape budget is no longer required, ensuring that no further DIF funds will be needed for this amendment. Moving forward, SBCTA will adopt a bottom-line budget approach to process invoices and reconcile final project costs.

Staff recommends that the City Council approve Amendment No. 5 to the Cooperative Agreement with SBCTA, which will increase the City's total cost share by \$405,441, bringing the total cost share to \$16,921,957. This amendment also establishes the maximum contract amount at \$36,891,327, as outlined in Exhibit B, titled Amendment No. 5 to Cooperative Agreement No. 15-1001091(R14050).

Attachments:

Exhibit A - Cooperative Agreement & Amendments 1-4

Exhibit B - Amendment No. 5 to Cooperative Agreement No. 15-1001091(R14050)

COOPERATIVE AGREEMENT NO. R14050

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND
CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND
STATE ROUTE 60 IN THE CITY OF CHINO**

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a "Party" and collectively "Parties").
- B. This Agreement shall terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the "PROJECT"; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$20,591,000 which includes \$938,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$19,653,000 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$8,097,036 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$8,097,036 without an amendment to this agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$11,555,964 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$938,000 for SANBAG management for an amount not to exceed \$12,493,964 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$12,493,964 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Jose Alire
 Department of Public Works
 13220 Central Avenue
 Chino, CA 91710
 Telephone: (909) 334-3400

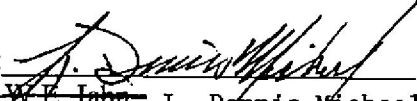
- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

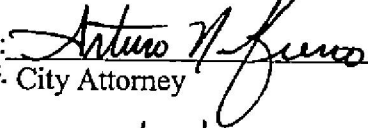
**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. R14050
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF CHINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: 
~~W.L. Jahn~~ L. Dennis Michael
President, Board of Directors

APPROVED AS TO FORM:

By: 
Asst. City Attorney

Date: 7/15/14

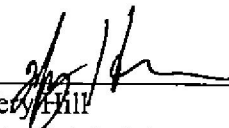
Date: 05/20/14

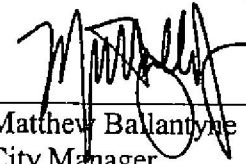
APPROVED AS TO FORM

APPROVED AS TO CONTENT

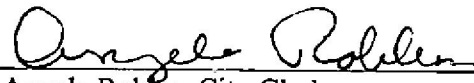
By:  7/9/14
Eileen Monaghan Teichert
General Counsel

By:  5.20.2014
Jose Alire
Assistant City Manager

By: 
Jeffrey Hill
Contract Administrator

By: 
Matthew Ballantyne
City Manager

ATTEST:

By: 
Angela Robles, City Clerk

Date: 5.21.14

Attachment A

PROJECT DESCRIPTION

The CITY of Chino and SANBAG propose to widen the existing eastbound and westbound on ramps and widen the existing Central Avenue Bridge Overcrossing from ramp to ramp to accommodate two additional through lanes and bike paths. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of \$44 million.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, County and Montclair

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$433,000	\$178,396.00	\$254,604.00
Project Report and Environmental Approval	\$442,000	\$182,104.00	\$259,896.00
PS&E	\$876,000	\$360,912.00	\$515,088.00
Right-of-Way Acquisition and Utility Relocation(including \$108,000 for Utilities)	\$1,151,000	\$474,212.00	\$676,788.00
Construction and Construction Management***	\$16,419,000	\$6,764,628.00	\$9,654,372.00
Landscaping Maintenance	\$332,000	\$136,784.00	\$195,216.00
SANBAG Oversight**	\$938,000	\$0.00	\$938,000
Total	\$20,591,000	\$8,097,036	\$12,493,964

*Estimated Costs are based on March 11, 2014 feasibility study and are escalated at 3.5% per year. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.

** Oversight is not escalated

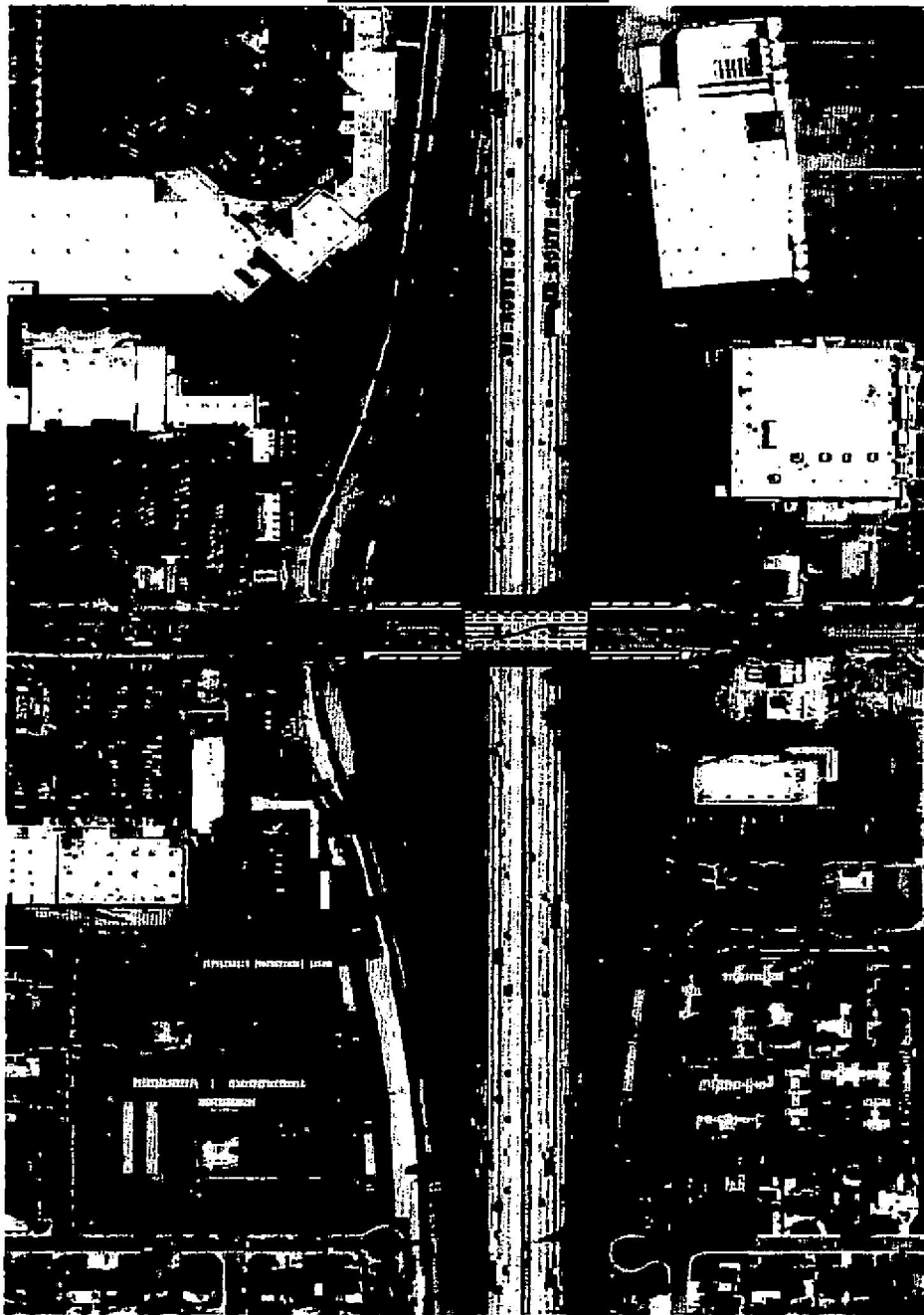
*** Includes the City's estimate for hard scape/landscaping

(AMF)
JA
MB
AL

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020

Attachment B CONCEPTUAL LAYOUT



LEGEND

- ▬ TRANSIT LINES
- ▭ COMMERCIAL BUILDINGS
- ▭ RESIDENTIAL
- ▭ PUBLIC SERVICES
- ▭ PARKING LOTS
- ▭ OPEN SPACES
- ▭ GREEN SPACES
- ▭ WATER
- ▭ LAND USE
- ▭ ROADWAYS
- ▭ AIRPORTS

AMENDMENT NO. 1 TO AGREEMENT 15-1001091 (R14050)

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

(CITY OF CHINO)

THIS AMENDMENT No. 1 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Chino (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively "PARTIES"

RECITALS

1. AUTHORITY and CITY entered into Agreement 15-1001091 also known as R14050, (AGREEMENT) on July 15, 2014, to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
2. PARTIES now seek to amend the AGREEMENT for the following reasons:
 - a) To authorize AUTHORITY to acquire any necessary ROW for the PROJECT by Eminent Domain in AUTHORITY's name in accordance with California Code of Civil Procedure, Section 1245.235; and
 - b) To set out the PARTIES' agreement that AUTHORITY will convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY's jurisdictional boundaries within thirty (30) days of AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section III. AUTHORITY RESPONSIBILITIES, subarticle B is amended to read as follows:

“B. AUTHORITY certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for the PROJECT. AUTHORITY agrees to be responsible for hearing and adopting Resolutions of Necessity for the PROJECT. AUTHORITY is responsible for all work associated with hearing and adopting Resolutions of Necessity. AUTHORITY will acquire all necessary ROW for the PROJECT in AUTHORITY’s name, and upon completion of the PROJECT will convey by quit claim deed to CITY all PROJECT ROW that is part of CITY’s facilities.”

2. Section IV. CITY RESPONSIBILITIES, is amended to add subarticle G as follows:

“G. CITY will accept by quit claim deed conveyances by AUTHORITY of all PROJECT acquired ROW that is part of CITY’s facilities not later than thirty (30) days after AUTHORITY requests CITY to accept such acquired ROW and at no expense to AUTHORITY.”

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

-----SIGNATURES ON FOLLOWING PAGE-----

**SIGNATURE PAGE TO
AMENDMENT No. 1 TO COOPERATIVE AGREEMENT NO. 15-1001091
(R14050) BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF CHINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CONTENT

By: 
Alan D. Wapner
President, Board of Directors

Date: 11/29/17

APPROVED AS TO FORM:

By:  11/17/17
Eileen Monaghan Teichert
General Counsel


CITY OF CHINO

APPROVED AS TO

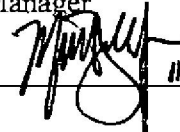
By:  (ACTING)
Jose Ajire
Assistant City Manager/PW

Date: 10/9/17

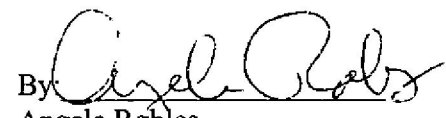
APPROVED AS TO FORM:

By: 
Fred Galante
City Attorney

Matthew C. Ballantyne
City Manager

Date:  11.2.17

ATTEST:

By: 
Angela Robles
Clerk

AMENDMENT NO. 2 TO AGREEMENT NO. R14050

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

(CITY OF CHINO)

THIS AMENDMENT No. 2 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

RECITALS

1. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
2. On November 29, 2017, PARTIES amended AGREEMENT to authorize AUTHORITY to acquire properties needed for PROJECT by Eminent Domain if necessary and CITY will accept properties within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
3. The estimated total cost of PROJECT has increased by \$11,114,573 from \$20,591,000 to \$31,705,573; and
4. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT; and

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A in its entirety with the attached Revised Attachment A.
2. Delete Paragraph F of Section II.
3. Delete Paragraph H of Section II in its entirety and replace with the following:

"H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, and 100% of actual AUTHORITY project management

costs are the sole responsibility of CITY in accordance with AUTHORITY Policy 40005/VFI-34; and”

4. Delete Paragraph I of Section II in its entirety and replace with the following:

“I. WHEREAS, the remaining PROJECT costs, aside from AUTHORITY project management costs, shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the AUTHORITY Measure I 2010-2040 Strategic Plan; and”

5. Delete Paragraph C of Section III in its entirety and replace with the following:

“C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined AUTHORITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”

6. Delete Paragraph A of Section IV in its entirety and replace with the following:

“A. To reimburse AUTHORITY for the actual costs incurred for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT and for AUTHORITY project management costs as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined CITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement.”

7. Delete CITY’s contact information in Paragraph R of Section V and replace with the following:

Director of Public Works
13220 Central Avenue
Chino, CA 91710
Telephone: (909) 334-3400

8. The Parties understand that the PROJECT cost provided in this Amendment No. 2 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
9. The recitals of this Amendment No. 2 are incorporated into the Agreement by reference.
10. All other provisions of AGREEMENT shall remain in full force and effect and are incorporated into this Amendment.


11. This Amendment No. 2 is effective on the date signed by AUTHORITY.
12. This Agreement may be signed in counterparts, each of which shall constitute an original.

-----SIGNATURES ON THE FOLLOWING PAGE-----


IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 2 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: 

Darcy McNaboe
President, Board of Directors

By: 


Matthew Bullantyne
City Manager

Date: 2/7/19


Date: 1.18.19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

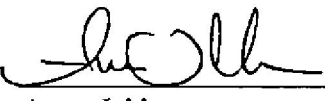
By: 

Eileen Monaghan Teichert
General Counsel

By: 

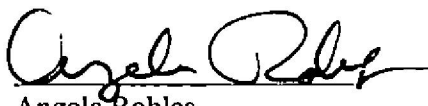
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: 

Amer Jakher
Director of Public Works

ATTEST:

By: 

Angela Robles
City Clerk

Revised Attachment A
PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Development Share
Project Study Report	\$444,500	\$183,134	\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856	\$375,143
Plans, Specifications, and Estimates	\$1,450,169	\$597,470	\$852,699
Right of Way Acquisition	\$711,023	\$292,941	\$418,082
Construction & Construction Management	\$27,579,882	\$11,362,911	\$16,216,971
Landscape Maintenance	\$332,000	\$136,784	\$195,216
AUTHORITY Project Management	\$550,000	\$0	\$550,000
TOTAL	\$31,705,573	\$12,836,096	\$18,869,477

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	July 2019
Right of Way Certification	July 2019
Construction Start	November 2019
Completion for Beneficial Use	March 2021

AMENDMENT NO. 3 TO AGREEMENT NO. R14050

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

(CITY OF CHINO)

THIS AMENDMENT No. 3 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

RECITALS

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
- C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. Estimated total cost of PROJECT has increased by \$1,943,624 from \$31,705,573 to \$33,649,197; and
- E. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

- 1. Replace Revised Attachment A in its entirety with the attached Attachment A.I.
- 2. Revise Paragraph B of Section I in its entirety to read as follows:

“B. This AGREEMENT shall terminate upon completion of the Parties’ obligations associated with the PA/ED, PS&E, ROW, and Construction phases described herein. The indemnification provisions shall remain in effect until terminated or modified, in writing, but mutual agreement. Should any claims arising out of PROJECT be asserted against CITY and/or AUTHORITY, AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.”

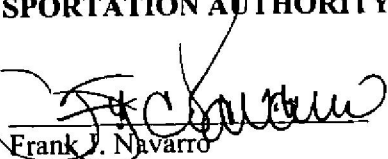
3. The Parties understand that PROJECT costs provided in this Amendment No. 3 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
4. The recitals of this Amendment No. 3 are incorporated into AGREEMENT by reference.
5. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 3.
6. This Amendment No. 3 is effective on the date signed by AUTHORITY.
7. This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 3 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

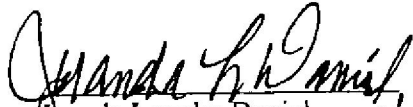

Frank J. Navarro
President, Board of Directors

Date:

12/28/2021


APPROVED AS TO FORM:

By:


Juanda Lowder Daniel
Assistant General Counsel 1/21/2021

CITY OF CHINO

By:

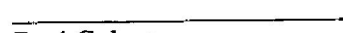

Matthew Ballantyne
City Manager

Date:

12.3.20

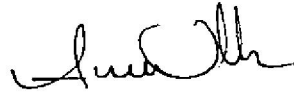
APPROVED AS TO FORM:

By:


Fred Galante
City Attorney

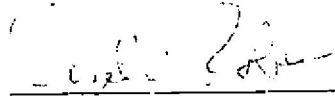
APPROVED AS TO CONTENT:

By:


Amer Jakher
Director of Public Works

ATTEST:

By:


Angela Robles
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 3 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: _____
Frank J. Navarro
President, Board of Directors

By: _____
Matthew Ballantyne
City Manager

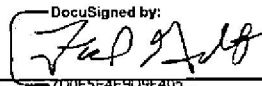
Date: _____

Date: _____


APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Juanda Lowder Danicl
Assistant General Counsel

By: 
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: 
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

Attachment A.1

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Development Share
Project Study Report	\$444,500	\$183,134	\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856	\$375,143
Plans, Specifications, and Estimates	\$1,898,356	\$782,123	\$1,116,233
Right of Way Acquisition	\$711,023	\$292,941	\$418,082
Construction & Construction Management	\$28,975,319	\$11,937,831	\$17,037,488
Landscape Maintenance	\$332,000	\$136,784	\$195,216
AUTHORITY Project Management	\$650,000	\$0	\$650,000
TOTAL	\$33,649,197	\$13,595,669	\$20,053,528

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	April 2020
Right of Way Certification	April 2020
Construction Start	July 2020
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	January 2022
Begin Four-Year Landscape Maintenance	January 2023

AMENDMENT NO. 4 TO AGREEMENT NO. R14050

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

(CITY OF CHINO)

THIS AMENDMENT No. 4 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and
- C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On March 4, 2020, AUTHORITY approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, state Trade Corridor Improvement Fund (TCIF) funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 to PROJECT; and
- G. PARTIES desire to amend AGREEMENT to reflect the addition of TCIF funds and proportional reduction of Measure I and City funds, as well as to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

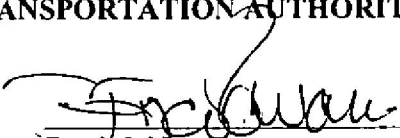
1. Replace Attachment A.1 in its entirety with the attached Attachment A.2.
2. The Parties understand that PROJECT costs provided in this Amendment No. 4 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.
3. The recitals of this Amendment No. 4 are incorporated into AGREEMENT by reference.
4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 4.
5. This Amendment No. 4 is effective on the date signed by AUTHORITY.
6. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 4 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: 
Frank J. Navarro
President, Board of Directors

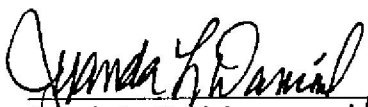
By: 
Matthew Ballantyne
City Manager

Date: 12/28/2021

Date: 12.3.21

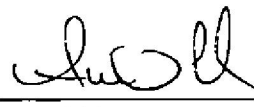
APPROVED AS TO FORM:

APPROVED AS TO FORM:

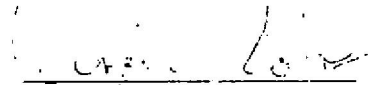
By: 
Juanda L. Daniel
Assistant General Counsel 1/21/2021

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: 
Amer Jakher
Director of Public Works

ATTEST:

By: 
Angela Robles
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 4 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: _____
Frank J. Navarro
President, Board of Directors

By: _____
Matthew Ballantyne
City Manager

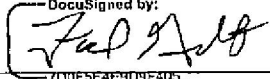
Date: _____

Date: _____


APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: 
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: 
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

Attachment A.2

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$637,999	\$262,856		\$375,143
Plans, Specifications, and Estimates	\$1,898,356	\$782,123		\$1,116,233
Right of Way Acquisition	\$711,023	\$292,941		\$418,082
Construction & Construction Management	\$31,257,857	\$9,319,381	\$8,638,000	\$13,300,476
Landscape Maintenance	\$332,000	\$136,784		\$195,216
AUTHORITY Project Management	\$850,000	\$0		\$850,000
TOTAL	\$36,131,735	\$10,977,219	\$8,638,000	\$16,516,516

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	July 2022
Begin Four-Year Landscape Maintenance	July 2027

AMENDMENT NO. 5 TO AGREEMENT NO. 15-1001091 (R14050)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT,
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW),
AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL
AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO**

THIS AMENDMENT No. 5 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

- A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and
- B. On November 29, 2017, PARTIES approved Amendment No. 1 to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and
- C. On February 7, 2019, PARTIES approved Amendment No. 2 to adjust total estimated cost of PROJECT to \$31,705,573; and
- D. On December 28, 2021, PARTIES approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to \$33,649,197; and
- E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and
- F. On June 25, 2020, the California Transportation Commission (CTC) allocated \$8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and
- G. On December 28, 2020, PARTIES approved Amendment No. 4 to adjust total estimated cost of PROJECT to \$36,475,158 and reflect the addition of TCIF funds and reduce Measure I by \$2,618,450 and City funds by \$3,537,012; and

H. The estimated total cost of PROJECT has increased by \$759,592; and

I. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.2 in its entirety with the attached Attachment A.3. Attachment A.3 is incorporated into AGREEMENT by this reference.
2. Except as amended by this Amendment No. 5, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 5.
5. This Amendment No. 5 is effective on the date signed by SBCTA.

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 5 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

By: _____
Ray Marquez
President, Board of Directors

By: _____
Dr. Linda Reich
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee
Director of Public Works

Attachment A.3

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, “Development Share”): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY’s contribution. Development Share is CITY’s contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	\$444,500	\$183,134		\$261,366
Project Report and Environmental Approval	\$634,237	\$261,306		\$372,931
Plans, Specifications, and Estimates	\$2,013,251	\$829,459		\$1,183,791
Right of Way Acquisition	\$765,675	\$315,458		\$450,217
Construction & Construction Management	\$31,228,495	\$9,307,284	\$8,638,000	\$13,283,211
Landscape Maintenance	\$1,055,170	\$434,730		\$620,440
AUTHORITY Project Management	\$750,000	\$0		\$750,000
TOTAL	\$36,891,327	\$11,331,371	\$8,638,000	\$16,921,957