

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, NOVEMBER 5, 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**

#### **CEREMONIALS**

#### **Proclamations**

<u>Purple Heart City</u> - Proclamation to reaffirm the City of Chino's proud commitment to be a Purple Heart City along the Purple Heart Trail to honor the service and sacrifice made to preserve our freedom.

<u>Law Enforcement Records and Support Personnel Day</u> - Proclaim November 14, 2024 as Law Enforcement Records and Support Personnel Day.

#### **Presentations**

<u>Inclusion Community Celebration</u> - Recognition of the City's partnerships with non-profit organizations for the Inclusion Community Celebration.

<u>Team Chino Softball Team Recognition</u> - Recognition of Team Chino's First Place Win in the First Responders Softball Tournament hosted by Los Angeles Police Department supporting the Special Olympics of Southern California.

#### **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. <u>Warrants.</u> Approve expenses as audited and within budget for warrants 772810 to 773094, and Electronic Fund Transfers 523135E to 523253E, totaling \$8,109,931.24.
- 2. <u>Minutes.</u> Regular Meeting Minutes for October 15, 2024 (All Members Present).
- 3. <u>Elected City Officials' Report Regarding Travel, Training, and Meetings.</u> Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
- 4. <u>City Holiday Closure 2024.</u> Approval of City Hall Closure and Essential Services for December 26-30, 2024.
- 5. <u>Adoption of Ordinance No. 2024-011.</u> Approve adoption of Ordinance No. 2024-011 (Second Reading) amending Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members) setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26
  - ORDINANCE NO. 2024-011 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTION 2.16.010 OF THE CHINO MUNICIPAL CODE RELATING TO THE COMPENSATION FOR COUNCIL MEMBERS AND THE MAYOR OF THE CITY OF CHINO IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE (REPLACING ORDINANCE NO 2008-20)
- 6. Amendment No. 1 to Memorandum of Understanding with San Bernardino County Inspection and Permitting to have County extend services to the East End Annexation Area and other projects pending annexation. Amendment No. 1 to Memorandum of Understanding with San Bernardino County Inspection and Permitting to have County extend services to the East End Annexation Area and other projects pending annexation.

- 7. <u>California Extended Water and Wastewater Arrearage Payment Program Grant Acceptance.</u>
  Accept and Approve the use of \$241,324.30 of Grant Funds as outlined by the State of California under the California Extended Water and Wastewater Arrearage Payment Program to pay past due monthly bills for Water (drinking) and Wastewater Service.
- 8. Approval of the City's Classification and Compensation Schedule as updated to reflect the FY 2024/25 Cost-of-Living Adjustment approved by City Council in October 2023. Adopt Resolution No. 2024-053 approving a Cost-of-Living Adjustment for job classifications represented by the Chino Police Officers Association (CPOA), Chino Police Management Association (CPMA), and Unrepresented Sworn Management.
- 9. Renewal of Live Entertainment Permit Casa Diaz. Approval of a renewal of a Live Entertainment Permit for Casa Diaz located at 7041 Schaefer Avenue for a period of 12 months. This permit is subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of the permit.
- 10. <u>2024 Citizens' Option for Public Safety (COPS) Grant Funds Additional Appropriation (G4249).</u>
  Accept additional funds of \$137,125.06 received for the identified expenditure areas of the FY 2023-24 COPS Program Grant G4249 and appropriate an additional expenditure and revenue in the amount of \$137,125.06 in the State COPS Fund 130.
- 11. <u>2025 Citizens' Option for Public Safety (COPS) Grant Funds Appropriation (G4256).</u> Accept the use of the grant funds for the identified expenditure areas of the 2025 COPS Program Grant G4256 and appropriate \$142,976 to AB3229-State COPS Grant Fund 130 with a corresponding increase to revenues in the same fund.
- 12. <u>Federal Asset Forfeiture Purchase of a Side-by-Side Vehicle.</u> Establish a Federal Grant Number G4257; appropriate \$47,195.95 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Side-by-Side vehicle; and increase the Asset Forfeiture revenue by \$47,195.95.
- 13. Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a Municipal Corporation; Chino Development Corporation, a California Corporation; and TH The Preserve Chino LLC, a California Limited Liability Company. Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and TH The Preserve Chino LLC.
- 14. Acceptance of Right of Way Dedication East Preserve Loop and Main Street (Chino Preserve Development Corporation). Accept the offer of right-of-way dedication for public street and utility purposes on East Preserve Loop from the southerly boundary of Tract 20446 to Main Street and Main Street from East Preserve Loop to Chino Corona Road.
- 15. Final Acceptance of Public Improvements for Parcel Map No. 19756 for the Altitude Business Center Located South of Kimball Avenue on the East and West Sides of Quality Way. Accept Public Improvements as Complete for Parcel Map No. 19756; approve an Amendment to the Subdivision Improvement Agreement to Extend the Warranty Period; and Approve a Public Improvement Agreement with Richland Ventures, Inc. for the Kimball Median.

#### **PUBLIC HEARING**

Prior to the vote of the City Council, any member of the audience will have the opportunity to address Council on any items listed under Public Hearings. Council requests, but it is not required, that you state your name and address prior to making any remarks.

16. <u>Formation of Improvement Area 11 in Community Facilities District 2003-3.</u> Public Hearing regarding the Formation of Improvement Area 11 in Community Facilities District 2003-3.

Staff Report By: Nadyne Lowry, Acting Director of Finance

RECOMMENDATION: 1) Conduct a Public Hearing regarding the formation of Improvement Area 11 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2024-054 establishing Improvement Area 11 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election; 4) adopt Resolution No. 2024-055, determining the necessity to incur bonded indebtedness; 5) conduct a special election with the property owners; 6) adopt Resolution No. 2024-056, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2024-012, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

ORDINANCE NO. 2024-012 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 11 OF THE DISTRICT

17. 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.

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

#### **NEW BUSINESS**

18. Federal Asset Forfeiture Funds - Police Bloodhound K9 (Federal Grant G4255). Approve the appropriation of \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of Police Bloodhound K9 and increase the Asset Forfeiture revenue by \$23,794.

Staff Report By: Captain Ryan Croley

RECOMMENDATION: 1) Establish a Federal Grant Number G4255; 2) appropriate \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Police Bloodhound Service Dog, including initial training and all necessary equipment for both the dog and handler (Police Bloodhound K9 Team); 3) increase the Asset Forfeiture revenue by \$23,794; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

19. Approve Construction Contract Change Order No. 2 with C.P. Construction Co., Inc., Upland, CA for the Kimball Avenue Preserve Improvements Project (ST232). Appropriate \$1,417,809 with a corresponding increase to the project budget for the Kimball Avenue Preserve Improvements Project (ST232) and approve Change Order No. 2 with C.P. Construction Co. Inc., in the amount of \$681,758.45.

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Appropriate \$717,809 from the Measure I Fund (322); 2) appropriate \$700,000 from the SB-1 Road Maintenance Rehabilitation Fund (327); 3) reduce the funding source by \$4,980,000 from the Preserve- Bridges, Signals and Thoroughfare DIF Fund 260; 4) reduce the project budget by a total of \$3,562,191 for a revised project budget, in the amount of \$4,494,049.94 for the Kimball Ave Preserve Improvement Project ST232; 5) approve Change Order No. 2 for \$681,758.45 with C.P. Construction Co., Inc., Upland, CA (Contract No. 2024-072) for Project (ST232) for Street Rehabilitation on Kimball Avenue from Rincon Meadows to Hellman Avenue for a revised total contract amount not to exceed \$3,672,498.45; and 6) 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

20. <u>Community Support Fund - Mayor Pro Tem Comstock.</u> Approve community support fund contribution to Chino High School Band Boosters– 77th Calvary.

Staff Report By: Mayor Pro Tem Comstock

RECOMMENDATION: Approve a community support fund contribution of \$250 to Chino High School Band Boosters- 77th Calvary.

Council Member Burton

**Council Member Flores** 

Council Member Lucio

21. <u>Community Support Fund - Council Member Lucio.</u> Approve community support fund contribution to the Soroptimist International of the Chino Valley.

Staff Report By: Council Member Lucio

RECOMMENDATION: Approve a community support fund contribution of \$250 to the Soroptimist International of the Chino Valley Hoe Down.

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, November 19, 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 Thursday, October 31, 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: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

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

**RECREATION** 

#### **SUBJECT**

Purple Heart City

# Chamation of Proclamation

**WHEREAS**, the citizens of the City of Chino have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

**WHEREAS**, the contributions and sacrifices of the men and women from the City of Chino who served in the Armed Forces have been vital in defending the hard-won freedoms and liberties of our Constitution that are treasured by our citizens; and

**WHEREAS**, the Purple Heart is awarded to those members of the armed forces of the United States that have been wounded by an instrument of war in the hands of the enemy or posthumously to the next of kin in the name of those killed in action or those who have died of their wounds in service to their country; and

**WHEREAS**, on December 3, 2013, the City of Chino joined the Purple Heart City Program, which constitutes a series of cities along the Purple Heart Trail that honor those who have given so much in the preservation of all of our freedoms; and

WHEREAS, in reaffirming our commitment to honor Purple Heart recipients, as well as our appreciation and admiration for their sacrifices, this proclamation solidifies our community's gratefulness to their service; and

**WHEREAS**, to show that we proudly stand as a Purple Heart City, three signs proudly displaying this designation have been placed in our community – one at our Community Building as a part of the Chino Liberty Courtyard and the other two on a prominent median along Central Avenue right in front of City Hall; and

WHEREAS, this proclamation will be brought back every year going forward to remember the sacrifices made by so many and to reaffirm our commitment as a community to them.

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim and reaffirm the City of Chino's proud commitment to be a Purple Heart City along the Purple Heart Trail to honor the service and sacrifice made to preserve the freedoms we all enjoy today.

PRESENTED THIS 5TH DAY OF NOVEMBER 2024.

Eunice M. Ulloa, Mayor

Attest:

Natalie Gonzaga, City Clerk

#### MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

Law Enforcement Records and Support Personnel Day

**WHEREAS**, the Chino Police Department and law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

**WHEREAS**, the Chino Police Department Records Unit and support personnel throughout the department are crucial to helping identify, pursue, capture and process suspected law breakers; and

WHEREAS, these professionals continually use their expertise and experience to assist in identifying and tracking felons, maintaining accurate crime statistics and improving apprehension strategies; and

**WHEREAS**, it is important to recognize California's law enforcement records and support personnel for their valuable contributions to our law enforcement system and to public safety; and

**WHEREAS**, the State Executive Board of the California Law Enforcement Association of Records Supervisors has designated Thursday, November 14, 2024, as "Law Enforcement Records and Support Personnel Day."

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, in honor of the records and support personnel of the Chino Police Department, do hereby recognize Thursday November 14th, 2024, as

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY

PRESENTED THIS 5th DAY OF NOVEMBER 2024.

EUNICE M. ULLOA, Mayor

ATTEST:

NATALIE GONZAGA, City Clerk

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

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

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

**RECREATION** 

#### **SUBJECT**

Inclusion Community Celebration

#### MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

Team Chino Softball Team

#### MEMORANDUM CITY OF CHINO FINANCE DEPARTMENT

<b>CITY COUNCI</b>	L MEETING D	ATE: NOVE	MBER 5, 2024
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TO: LINDA REICH, CITY MANAGER

FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

#### **SUBJECT**

Warrants.

#### **RECOMMENDATION**

Approve expenses as audited and within budget for warrants 772810 to 773094, and Electronic Fund Transfers 523135E to 523253E, totaling \$8,109,931.24.

#### **FISCAL IMPACT**

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

#### <u>CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES</u>

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:

TITLE: WARRANTS.

PAGE: 2

#### **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.	772810 – 772888	10/3/24	24-25	\$1,768,650.27
2.	772889 – 772985	10/10/24	24/25	\$973,567.80
3.	772986 – 773094	10/17/24	24-25	\$295,488.14
4.	523135E – 523172E	10/4/24	24-25	\$2,871,881.75
5.	523173E – 523217E	10/11/24	24-25	\$127,503.81
6.	523218E	10/18/24	24-25	\$275.00
7.	523219E - 523253E	10/18/24	24-25	\$2,072,564.47
TOTAL				\$8,109,931.24

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
772810	10/03/2024	ACT 1 CONSTRUCTION, INC.	AYALA PARK PHASE 1B SOFTBALL FIELD	\$321,851.00
772825		CHINO PRESERVE DEVELOPMENT CORP	ROAD CLOSURE DEPOSIT REIMBURSEMENT	\$60,000.00
772834		CT & T CONCRETE PAVING, INC.	STREET REHAB CONSTRUCTION	\$422,523.53
772852		KB HOMES	DEVELOPMENT IMPACT FEE REFUND	\$636,266.40
772863		MONTE VISTA WATER DISTRICT	CONSTRUCTION FOR STATE STREET	\$56,990.00
523140	10/04/2024	CALGON CARBON CORPORATION	CALGON TREATMENT	\$111,952.00
523141		CHINO BASIN DESALTER AUTHORITY	WATER PURCHASES	\$1,611,155.50
523151		INLAND EMPIRE UTILITIES AGENCY	SEWAGE TREATMENT SERVICE	\$1,037,112.54
772929	10/10/2024	HDL COREN & CONE	PROPERTY TAX COLLECTIONS 5/7-6/30/24	\$104,397.15
772946		METROCELL CONSTRUCTION, INC.	KIMBALL MEDIAN IMPROVEMENTS	\$68,803.75
772970		SO CAL EDISON CO	SERVICE PERIOD 08/05-09/30	\$355,719.27
772972		STATE WATER RESOURCES CONTROL BOARD	REFUND-UNUSED FUNDS	\$114,808.42
772997	10/17/2024	C.E. MECHANICAL, INC.	PFD/CITYWIDE CHILLER & BOILER REPAIRS	\$51,479.04
773065		OUTDOOR CREATIONS INC.	MONUMENT SIGN	\$61,499.04
523220	10/18/2024	ACT 1 CONSTRUCTION, INC.	AYALA PARK PHASE 1B SOFTBALLBALL FIELDS	\$554,095.07
523225		CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	\$1,395,000.00
16			TOTAL	\$6,963,752.71

#### MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

#### **SUBJECT**

Minutes.

# CHINO CITY COUNCIL SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY REGULAR MEETING - CITY HALL COUNCIL CHAMBERS 13220 CENTRAL AVENUE CHINO, CA 91710

**TUESDAY, OCTOBER 15, 2024** 

#### **MINUTES**

CLOSED SESSION – 4:45 PM OPEN SESSION – 6:00 PM

**CALL TO ORDER** 

The October 15, 2024, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 4:52 pm by Mayor Eunice M. Ulloa in the Council Chambers.

#### **ROLL CALL**

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Karen C. Comstock, Council Member

Curtis Burton, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

#### **CLOSED SESSION PUBLIC COMMENTS**

There were no requests to speak.

#### **CLOSED SESSION**

City Attorney Fred Galante read into the record the items listed on the Closed Session agenda.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9: Chino Basin Municipal Water District v. City of Chino, et. al. (Case No. RCVRS 51010)

#### 2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6:

Agency Negotiator: Geriann Kingslan, Director of Human Resources/Risk Management. Employee Organizations: Chino Police Officers Association, Chino Police Management Association, and Unrepresented Management.

The City Council recessed to Closed Session at 4:53 p.m. and concluded at 5:56 p.m. The City Council reconvened the meeting at 6:04 p.m.

#### **FLAG SALUTE**

Girl Scouts from Troops 5181 and 1744 led the Pledge of Allegiance.

#### **CEREMONIALS**

#### **Proclamations**

Lights On Afterschool Day - Proclaim October 24, 2024, as Lights On Afterschool Day.

Mayor Ulloa read into the record the Proclamation designating October 24, 2024, as Lights On Afterschool Day in Chino. Hayley Page, CSPR Coordinator and Mary Sinclair, CSPR Supervisor accepted the Proclamation.

#### Presentations

<u>Assemblymember Freddie Rodriguez</u> - Recognition of California District 53 Assemblymember Freddie Rodriguez.

Mayor Ulloa presented a city tile to Assemblymember Freddie Rodriguez in recognition of his 11 years of dedicated service to the City of Chino and its residents.

Police Chief Mensen spoke in recognition of Assemblymember Freddie Rodriguez and his continued support of public safety.

Harvey Luth, President of the Chino Valley Fire District Board, Tom Haughey, Director of the Chino Valley Fire District Board, and Fire Chief Dave Williams, presented a plaque to Assemblymember Rodriguez and thanked him for his commitment to public safety.

Business of the Month - Award the Business of the Month for October 2024 to Owen's Bistro.

Mayor Ulloa presented the October 2024 Business of the Month Award to James, Denise, and Owen Kelly of Owen's Bistro.

<u>Mayor's Home Beautification Award</u> - Award of the Mayor's Home Beautification Award for October 2024.

Mayor Ulloa announced the Mayor's Home Beautification Award for October 2024 winners as the Baybay Family of Yeager Street in The Preserve who were not able to attend the meeting, but ensured staff will deliver their award.

<u>City of Chino Finance Department Procurement Division Recognition</u> - Achievement of Excellence in Procurement Award for 2024.

Mayor Ulloa presented a Certificate of Recognition to the Finance Department Purchasing Division for being awarded the 2024 Annual Achievement of Excellence in Procurement Award. Jizelle Sandoval, Purchasing Manager and Nadyne Lowry, Acting Director of Finance were present to accept the recognition.

#### REPORT OUT OF CLOSED SESSION

City Attorney Fred Galante reported on the closed session as follows:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9: Chino Basin Municipal Water District v. City of Chino, et. al. (Case No. RCVRS 51010)

The City Council received a briefing from attorney Jimmy Gutierrez, and no further reportable action was taken.

#### 2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6:

Agency Negotiator: Geriann Kingslan, Director of Human Resources/Risk Management.

Employee Organizations: Chino Police Officers Association, Chino Police Management Association, and Unrepresented Management.

The City Council received a briefing, and no further reportable action was taken.

#### AGENDA ADDITIONS/REVISIONS

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

#### **INFORMATION**

<u>External Agency Report for October 15, 2024.</u> Receive and file the External Agency Report for October 15, 2024 (Covering Meetings from August 1 - August 31, 2024).

Mayor Ulloa announced the External Agency Report was included in the agenda packet.

#### **PUBLIC ANNOUNCEMENTS**

Mayor Ulloa issued a reminder about the following scheduled community events:

Residential Community Clean-up is on Saturday, October 26, 2024 from 8:00 a.m. - 1:00 p.m. at 13793 Redwood Street.

Halloween Spectacular is on Thursday, October 31, 2024 from 4:00 - 9:00 p.m. at Ruben S. Ayala Park, 14225 Central Avenue.

Election Day is on Tuesday, November 5, 2024. For more information contact the Chino City Clerk's Office at 909-334-3306, the San Bernardino Registrar of Voters Office at 909-387-8300, or visit www.cityofchino.org/elections.

Bark Around Ayala Park is on Saturday, November 9, 2024 from 9:00 a.m. - 12:00 p.m. at Ruben S. Ayala Park, 5575 Edison Avenue.

#### **PUBLIC COMMENTS**

Pastor Dennis Hostettler, Calvary Chapel Chino Hills, provided the invocation.

Melissa Compani, Representative, San Bernardino County Fourth District Supervisor Curt Hagman, announced upcoming events.

Donna Marchesi expressed concern with building, code, and safety enforcement issues in her neighborhood. Police Chief Mensen and Warren Morelion, Director of Development Services spoke to address Ms. Marchesi's concerns.

#### **CONSENT CALENDAR**

- 1. <u>Warrants.</u> Approve expenses as audited and within budget for warrants 772597 to 772809, and Electronic Fund Transfers 520041E to 520133E, totaling \$5,276,437.40
- 2. Minutes. Regular Meeting Minutes for October 1, 2024 (All Members Present).

- 3. <u>Elected City Officials' Report Regarding Travel, Training, and Meetings.</u> Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
- 4. <u>Monthly Legislative Update October 15, 2024.</u> Receive and file the Priority Legislative Items Report dated October 15, 2024 and the Tracked State Legislation report.
- 5. <u>City of Chino City Council Code of Conduct.</u> Approve Resolution No. 2024-052, which updates the Chino City Council Code of Conduct to include additional norms agreed upon by the City Council at the July 31, 2024 City Council Goal Setting Workshop.
- 6. <u>Adoption of Ordinance No. 2024-009.</u> Approve adoption of Ordinance No. 2024-009 (Second Reading), amending Chino Municipal Code Chapter 8.80 (Health and Safety) regulating public camping and public storage of personal property.
- 7. <u>Adoption of Ordinance No. 2024-010.</u> Approve adoption of Ordinance No. 2024-010 (Second Reading), amending Chino Municipal Code Chapter 2.36 (Planning Commission) for the addition of two members of the Chino Planning Commission from the City's Sphere of Influence.
- 8. <u>Vendor Cap Increase with CE Mechanical, Inc. for HVAC Replacement and Repairs at City-owned Facilities.</u> Approve a vendor cap increase with CE Mechanical Inc., Chino, CA in the amount of \$100,000 for a total not-to-exceed amount of \$150,000; and authorize the City Manager to execute the necessary documents on behalf of the City.
- 9. <u>Vendor Cap Increase with Conor Consulting, LLC for Leadership Education and Coaching Services.</u> Approve a vendor cap increase with Conor Consulting, LLC in the amount \$32,000 for a total not-to-exceed amount of \$82,000 for Fiscal Year 2024-25 and authorize the City Manager to execute all necessary documents on behalf of the City.
- 10. <u>Vendor Cap Increase with Teri Black & Co. for Executive Recruitment Services.</u> Approve a vendor cap increase with Teri Black & Co. in the amount of \$32,400 for a total not-to-exceed amount of \$64,050 for Fiscal Year 2024-25 and authorize the City Manager to execute all necessary documents on behalf of the City.
- 11. <u>Resolution Amending the City's Classification Schedule.</u> Adopt Resolution No. 2024-051 approving revisions to the City's Classification and Compensation Schedule to include revisions to the approved existing position of Building Official.
- 12. <u>2023 and 2024 State of California Office of Traffic Safety Motorcycle Safety Education and Training Program Grant.</u> Authorize the acceptance of the 2023 and 2024 Motorcyclist Safety Education and Training Program Grants for a total amount of \$20,000 and appropriate \$20,000 to the General Fund grant G4252 with a corresponding increase to the grant revenue.
- 13. <u>2023 and 2024 State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant.</u> Authorize the acceptance of the 2023 and 2024 STEP Grant in the amount of \$220,000; appropriate \$220,000 to the General Fund; and increase the general fund revenue grant budget by \$220,000.
- 14. <u>Subdivision Improvement Agreement Parcel Map No. 20593 located at 6699 Riverside Drive with KC Chino, LLC</u> Approve Parcel Map No. 20593 and approve Subdivision Improvement Agreement and securities with KC Chino, LLC for public improvements for Parcel Map No. 20593.
- 15. Vendor Cap Increase with HR Green Pacific, Inc., for Design Engineering Services used for Curb Ramp Accessibility Improvements at Various Locations throughout the City. Approve a vendor cap increase with HR Green Pacific, Inc., for \$40,000 for a total not-to-exceed amount of \$90,000 and authorize the City Manager to execute the necessary documents on behalf of the City.

- 16. Agreement between the City of Ontario and City of Chino for Operations and Maintenance of Raised Landscape Median on Euclid Avenue. Approve an agreement between the City of Ontario and City of Chino for the operation and maintenance of raised landscape median on Euclid Avenue; and authorize the City Manager to execute all necessary documents on behalf of the City.
- 17. Industrial User Sewer Discharge Allocation Agreement between the City of Chino, Inland Empire Utilities Agency (IEUA), and Wing Lee Farms, Inc., to provide Wing Lee Farms, Inc., located at 13625 Yorba Avenue, with 401.754 Equivalent Dwelling Units (EDU). Approve a sewer discharge allocation agreement between the City of Chino, IEUA, and Wing Lee Farms, Inc., that will grant Wing Lee Farms, Inc. sewer capacity in an amount of 401.754 EDU.

Motion by Council Member Burton, seconded by Council Member Flores, to approve the Consent Calendar items 1-17 as presented. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

#### **NEW BUSINESS**

18. <u>Mayor and Council Member Salaries.</u> Discussion of the Approval of Ordinance No. 2024-011, to be read by number and title only, and waive further reading of the Ordinance.

Staff Report By: Fred Galante, City Attorney

RECOMMENDATION: 1) Consider salary adjustments for the Mayor and City Council Members in accordance with Senate Bill 329 (Dodd); 2) approve the Introduction Ordinance No. 2024-011, amending Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members), setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26, to be read by number and title only, and waive further reading of the Ordinance.

City Attorney Fred Galante provided a report on the item.

Mayor Ulloa commented the City Council's salaries have not been adjusted since 2008, and hopes the adjustment will encourage future civic duty participation.

Mr. Galante confirmed the Ordinance would not take effect until after the November 2024 election and read the number and title of the ordinance into the record.

ORDINANCE NO. 2024-011 - AN ORDINANCE OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 2.16.010 OF THE CHINO MUNICIPAL CODE RELATING TO THE COMPENSATION FOR THE COUNCIL MEMBERS AND THE MAYOR OF THE CITY OF CHINO IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE (REPLACING ORDINANCE NO. 2008-20).

Motion by Council Member Burton, seconded by Council Member Lucio, to 1) Consider salary adjustments for the Mayor and City Council Members in accordance with Senate Bill 329 (Dodd); 2) approve the Introduction Ordinance No. 2024-011, amending Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members), setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26, to be read by number and title only, and waive further reading of the

Ordinance. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

#### **MAYOR AND COUNCIL REPORTS**

#### Mayor Ulloa

Mayor Ulloa reported on the following meetings and events including the Omnitrans Board of Directors meeting; San Bernardino County Transportation Authority Board of Directors meeting; meeting with Chino Valley Unified School District Candidate Paul Griffin; Chino Desalter Authority Board of Directors meeting; October Senior Birthday celebration; Making Strides Against Breast Cancer Walk; Soroptimist International of the Chino Valley Hoe Down; City Council Study Session regarding the Housing Element Update and Zone Ordinance Amendment; Mayor's Prayer Breakfast; Chino Valley Chamber of Commerce Candidates Forum; Omnitrans Administration and Finance Committee meeting, San Bernardino County Transportation Authority Transit Committee and Metro Valley Committee meeting; meeting with Melissa Boyd of Southern California Edison; City Manager meeting; and Closed Session.

#### Mayor Pro Tem Comstock

19. <u>Community Support Fund - Mayor Pro Tem Comstock.</u> Approve community support fund contribution to Chino Youth Museum, Chino National Little League, Chino Valley Soroptimist, and St. Margaret Mary School 9th Annual Car Show.

Staff Report By: Mayor Pro Tem Comstock

RECOMMENDATION: Approve a community support fund contribution of \$250 to Chino Youth Museum, \$500 to Chino National Little League, \$250 to Chino Valley Soroptimist, and \$250 to St. Margaret Mary School Car Show.

Motion by Council Member Flores, seconded by Council Member Burton, to Approve a community support fund contribution of \$250 to Chino Youth Museum, \$500 to Chino National Little League, \$250 to Chino Valley Soroptimist, and \$250 to St. Margaret Mary School Car Show. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Mayor Pro Tem Comstock reported on the following meetings and events including the City Manager meeting; City Council Study Session; thanked Assemblymember Freddie Rodriguez for his service and support of public safety; Congratulated the Owen's family for being awarded the Business of the Month; and reported she will attend the upcoming League of California Cities Conference in Long Beach.

#### Council Member Burton

20. <u>Community Support Fund - Council Member Burton.</u> Approve community support fund contribution to Chino American Little League and Chino National Little League.

Staff Report By: Council Member Burton

RECOMMENDATION: Approve a community support fund contribution of \$500 to Chino American Little League and \$500 to Chino National Little League.

Motion by Council Member Flores, seconded by Mayor Pro Tem Comstock, to Approve a community support fund contribution of \$500 to Chino American Little League and \$500 to Chino National Little League. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Council Member Burton reported on the following meetings and events including Coffee with a Cop at Flo's Airport Cafe; meeting with local resident and business owner Jerry Stueve; Chamber Chino Valley Leadership Collaborative; West End Animal Services Agency Board meeting; Making Strides Against Breast Cancer Walk; Chino Valley Fire District Annual Open House; City Manager meeting; City Council Study Session; Mayor's Prayer Breakfast; Traffic Advisory Committee meeting; Neighborhood meeting; St. Margaret Mary School Car Show; City Manager meeting; Closed Session; and Congratulated the Owen's family for being awarded the Business of the Month.

#### Council Member Flores

21. <u>Community Support Fund - Council Member Flores.</u> Approve community support fund contribution to Chino Valley Soroptimist.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of \$250 to Chino Valley Soroptimist.

Motion by Council Member Burton, seconded by Mayor Pro Tem Comstock, to Approve a community support fund contribution of \$250 to Chino Valley Soroptimist. The motion carried by the following vote:

AYES: ULLOA, COMSTOCK, BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Council Member Flores reported on the following meetings and events including a zoom meeting with local scouts; Making Strides Against Breast Cancer Walk; City Manager meeting; City Council Study Session; announced a second community neighborhood meeting is planned for the proposed project on Schaefer and Fern Avenue; Community Cleanup Day and encouraged residents to help keep the alleys clean; announced the Pawsitive Pantry for pets is hosted by Pet Wants and the Girl Scouts at the Community Garden; and West Valley Mosquito & Vector Control District Board of Trustees meeting.

#### Council Member Lucio

Council Member Lucio reported on the following meetings and events including Making Strides Against Breast Cancer Walk; California Institution for Women meeting and expressed the need for a host charter organization to establish a Girl Scout Troop for the families of incarcerated women; City Manager meeting; Infrastructure/Streets Committee meeting; City Council Study Session; announced a second community neighborhood meeting is planned for the proposed project on Schaefer Avenue and Fern Avenue; City Manager meeting; Closed Session;

encouraged everyone to vote; and wished everyone a Happy Halloween.

#### City Manager's Report

City Manager Reich had no report.

#### City Attorney's Report

City Attorney Galante reported he will not be attending the League of California Cities conference.

#### Police Chief's Report

Chief Mensen announced the Chino Police Department Annual Open House will take place on Saturday, October 26, 2024, from 10:00 a.m. - 2:00 p.m.; reported the Community Cleanup Day was a success and encouraged against illegal dumping in alleys.

Council Member Lucio expressed his gratitude to the police officers who recently saved a child's life.

#### Director's Report

Hye Jin Lee, Director of Public Works, provided an update on the Ramona Avenue pavement rehabilitation; announced Merrill Avenue is now open one way in each direction with access to Flo's Airport Café; and reported the Public Works Department is working closely with the Police Department and will be installing cameras to catch illegal dumping.

#### Fire Chief's Report

Fire Chief Dave Williams thanked everyone who attended the Chino Valley Fire Department open house; announced the upcoming State of the Fire District event will take place on October 24, 2024 at Fire Station #61; and recognized Firefighter-Paramedic Gina Parlette for her involvement to help organize the First Annual Inland Empire Girls Empowerment Camp for girls ages 14-18 to learn more about the fire service industry.

#### **ADJOURN**

Mayor Ulloa adjourned the meeting at 7:25 p.m. The next Regular Meeting of the City Council will be held on Tuesday, November 5, 2024 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m., if necessary) in these Council Chambers.

APPROVED	AND ADOPTED	THIS 5TH	DAY OF	NOVEMBER	2024.

ATTEST:	EUNICE M. ULLOA, MAYOR
NATALIE GONZAGA, CITY CLERK	
*********	******
(These minutes are	e not official until signed.)

## MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 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:

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
October 16-18, 2024	League of California Cities Annual Conference	Long Beach, CA	Mayor Pro Tem Comstock Council Member Burton Council Member Lucio

## MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

#### **SUBJECT**

City Holiday Closure 2024.

#### **RECOMMENDATION**

Approval of the closure of City Hall and non-essential services for December 26-30, 2024.

#### **FISCAL IMPACT**

No fiscal impact.

#### <u>CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES</u>

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:

Fiscal Responsibility

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.

TITLE: CITY HOLIDAY CLOSURE 2024.

PAGE: 2

#### **BACKGROUND**

In July of 2023, City Council authorized a change to the designated holiday schedule to include Christmas Eve and New Year's Eve and the closure of specified City facilities, with exception of the Police Department, to become effective Fiscal Year 2023-24 as part of labor negotiation agreements. The change includes the closure of City Hall and non-essential services, between Christmas Eve and New Year's Day.

Ordinance 2023-018 was adopted September 19, 2023, to update Section 2.52.020 (Holidays) of the Chino Municipal Code, to add "D. The City Council reserves the right to close non-safety public offices and buildings of the City of Chino between Christmas Eve and New Year's Day in any given year. Such action may be taken by the City Council before the applicable period without the need to amend this section."

City facilities were closed between the Christmas Eve and New Years Day holiday in 2023 without issue. It is recommended the City Council take action to approve the 2024 holiday closure between December 26-30, 2024.

#### **ISSUES/ANALYSIS**

Upon approval, with the exception of the essential services listed below, the City will be closed from Tuesday, December 24, 2024 through Wednesday, January 1, 2025, and reopen with normal operating hours on Thursday, January 2, 2025.

#### Holiday/City Hall and Non-Essential Services Closure Dates

Tuesday, December 24, 2024 – Christmas Eve Holiday Closure Wednesday, December 25, 2024 – Christmas Day Holiday Closure Thursday, December 26 – Monday, December 30, 2024 Tuesday, December 31, 2024 – New Years' Eve Wednesday, January 1, 2025 – New Years' Day

The following is a listing of essential City services that will continue to operate Thursday, December 26 through Monday, December 30, 2024.

#### **Administration Department**

The Administration Department will be closed December 24, 2024 – January 1, 2025.

#### Community Services, Parks & Recreation Department

The following facilities will be open to provide services as follows:

- Teen Experience Center: Winter Camp from 7:00 a.m. 6:00 p.m.
- Senior Center: Transportation, lunch, case management services, and access to the computer lab, fitness, and billiards rooms from 10:00 a.m. 3:00 p.m.
- Chino Youth Museum: December 26 through December 28 from 10:00 a.m. 4:00 p.m.
- Neighborhood Activity Center: Basketball gym open from 9:00 a.m. 6:00 p.m.
- Ayala Park Operation Center: Field rentals and batting cages open from 4:00 p.m. 9:00 p.m.

#### **Development Services Department**

TITLE: CITY HOLIDAY CLOSURE 2024.

PAGE: 3

Planning, Building, Engineering, Code Enforcement and Housing Divisions will be closed. For emergency services, the Building Division can be reached at (909) 536-8013 and the Code Enforcement Division can be reached at (909) 721-2830. The Chino Police Department will be available for routine non-emergency code enforcement issues during the closure and can be reached at (909) 628-1234.

#### Finance Department

The Finance Department will be closed with the exception of the Warehouse located at the Public Works Service Yard which will remain open during the morning hours to issue parts to Fleet staff.

Utility bill payments can be paid as follows:

- 1) Online at cityofchino.org;
- 2) Over the phone using our automated service; or
- 3) By using the City's payment drop box located in the southwest parking lot of City Hall.

#### Human Resources/Risk Management Department

For urgent matters, please contact Terry Doyle at (909) 925-7722.

#### **Police Department**

The main lobby will be open during normal operating hours of 7:30 a.m. - 5:30 p.m. on Thursday, December 26 through Monday, December 30, 2024. The main lobby will be closed on December 24, 25, 31, 2024 and January 1, 2025.

All other standard Police operations will remain unchanged.

#### **Public Works Department**

The following services will be available:

- For water service emergencies, residents may call the Public Works Services line at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.
- Fleet Staff will be available for service to Police Patrol and Public Works vehicles as needed.
- To report a traffic signal outage emergency, residents are directed to call Police Dispatch at (909) 628-1234.
  - o Note: Most City traffic signals are equipped with battery backup.
  - The City's signal maintenance contractor will be performing annual signal maintenance to take advantage of lighter traffic during this period. Each traffic signal will be placed in "red flash" status for 5-10 minutes to perform this maintenance.
- Street Maintenance Operations may be reached at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.
  - Asphalt/Concrete Repair
  - Sewer and Storm Drain
  - Traffic Control
- Grounds operations may be reached at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.

TITLE: CITY HOLIDAY CLOSURE 2024.

PAGE: 4

- Graffiti Abatement
- Street Lights
- Parks and Street Trees
- For Trash and Environmental Emergencies:
  - o For assistance with trash services, call Waste Management at (800) 423-9986.
  - o To report environmental spills/hazards, call Police Dispatch at (909) 628-1234.

## MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

#### **SUBJECT**

Adoption of Ordinance No. 2024-011.

#### **RECOMMENDATION**

Approve the adoption of Ordinance No. 2024-011, amending Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members), setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26.

#### **FISCAL IMPACT**

Requires an appropriation of \$65,427 from the unappropriated reserves of the General Fund for the remainder of fiscal year 2024/25. Ongoing, this adjustment will result in an annual salary increase of \$94,507.

#### 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:

- Responsible Long-Range Planning
- Exemplary Leadership

Revenue: Click or tap here to enter text. Expenditure: 1002000-41010

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024 TITLE: ADOPTION OF ORDINANCE NO. 2024-011.

PAGE: 2

#### **BACKGROUND**

Ordinance No. 2024-011 was introduced on first reading by the City Council at its October 15, 2024 meeting. The Ordinance will amend Chapter 2.16.010 of the Chino Municipal Code (Mayor and Council Members), setting the monthly compensation for the Mayor at \$3,348.53 and each of the four (4) Council Members at \$2,796.26.

Once adopted on second reading, the Ordinance will go into effect thirty (30) days thereafter and the increase in compensation will commence December 30, 2024, as defined within the Ordinance.

#### **ISSUES/ANALYSIS**

#### Ordinance No. 2024-011:

Second reading of Ordinance, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTION 2.16.010 OF THE CHINO MUNICIPAL CODE RELATING TO THE COMPENSATION FOR COUNCIL MEMBERS AND THE MAYOR OF THE CITY OF CHINO IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE (REPLACING ORDINANCE NO 2008-20)"

Attachment: Ordinance No. 2024-011

#### **ORDINANCE NO. 2024-011**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SECTION 2.16.010 OF THE CHINO MUNICIPAL CODE RELATING TO THE COMPENSATION FOR COUNCIL MEMBERS AND THE MAYOR OF THE CITY OF CHINO IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE (REPLACING ORDINANCE NO 2008-20)

**WHEREAS**, Chapter 2.16.010 (Mayor and Council Members) of Chapter 2.16 (Officers' Salaries) of the Chino Municipal Code (CMC) establishes the compensation for the Mayor and Council Members of the City of Chino pursuant to California Government Code Section 36516 and 36516.1; and

**WHEREAS**, Government Code Section 36516 provides for enactment of an ordinance and amendments thereto setting a salary for each Member of the City Council; and

WHEREAS, Government Code Section 36516.1 provides for enactment of an ordinance and amendments thereto setting additional compensation for an elective mayor of the City Council; and

**WHEREAS**, Government Code Section 36516.5 provides that a change in compensation may be enacted by members of a council serving staggered terms whenever one or more members of the City Council becomes eligible for a salary increase by virtue of the Council Member beginning a new term of office; and

**WHEREAS**, the City Council last elected to increase mayor and council member salaries in 2008; and

**WHEREAS**, the City Council now desires to amend Chapter 2.16.010 of the Chino Municipal Code to amend the compensation for the Mayor and Council Members of the City of Chino.

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY ORDAIN AS FOLLOWS:

<u>Section 1</u>. Section 2.16.010 of the Chino Municipal Code shall be amended to read as follows:

Section A. California Government Code Section 36516 provides for compensation of each member of the city council based upon the population of the city. The City of Chino has a population of 92,585 as of January 2024 according to the California Department of Finance State Demographic Report. California Government Code Section 36516.1 provides for additional compensation for an elected mayor. The City of Chino has an elected mayor.

Section B. Pursuant to California Government Code Section 36514.5, the mayor and each city council member shall be reimbursed for actual and necessary expenses incurred in the performance of official duties. The amount of reimbursement shall be determined each fiscal year by the amount adopted within the annual budget.

Section C. Pursuant to California Government Code Section 36516, each member of the city council (except the mayor) shall receive a salary of \$2,796.26 per month commencing December 30, 2024. Pursuant to California Government Code Sections 36516 and 36516.1, the mayor shall receive a salary of \$3,348.53 per month commencing December 30, 2024.

<u>Section 2</u>. EFFECTIVE DATE OF INCREASE. This Ordinance shall take effect 30 days after the second reading, with the effective date of the salary increase commencing December 30, 2024.

<u>Section 3</u>. The City Clerk 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 in the City, in accordance with the provisions of the California Government Code.

<u>Section 4</u>. Severability If any court of competent jurisdiction holds any section, subsection, sentence, clause, phrase or portion of this ordinance invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this ordinance The City Council declares that it would have enacted this ordinance and each section, sentence, clause or phrase hereof irrespective of any determination of invalidity.

ADOPTED THIS 5TH DAY OF NOVEMBER 2024.

	Ву:	EUNICE M. ULLOA, MAYOR
ATTEST:		
By:  NATALIE GONZAGA CITY CLERK		

STATE OF CA COUNTY OF CITY OF CHIN	SAN BERNARDINO	) ) § )
of the City of		Chino do hereby certify that the foregoing Ordinance id City Council at a regular meeting held on the 5 <sup>th</sup>
AYES:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	
By: NATAL	LIE GONZAGA, CITY CLERK	

## MEMORANDUM CITY OF CHINO DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

#### **SUBJECT**

Amendment No. 1 to Memorandum of Understanding with San Bernardino County - Inspection & Permitting to have County extend services to the East End Annexation Area and other projects pending annexation.

#### **RECOMMENDATION**

Approve Amendment No.1 to Memorandum of Understanding between the City of Chino and San Bernardino County for plan check, inspection and ministerial permit issuance services and authorize the City Manager to execute all necessary documents on behalf of the City.

#### FISCAL IMPACT

Approval of Amendment No. 1 to the Memorandum of Understanding is not expected to have a fiscal impact on the City as all charges by the County for services performed will be pass through costs borne by developers.

#### 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:

- Positive City Image
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

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.

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING WITH SAN BERNARDINO COUNTY - INSPECTION AND PERMITTING TO HAVE COUNTY EXTEND SERVICES TO THE EAST END ANNEXATION AREA AND OTHER PROJECTS PENDING ANNEXATION.

PAGE: 2

#### **BACKGROUND**

On November 21, 2023, the City Council approved a Memorandum of Understanding (MOU) with San Bernardino County for Plan Check, Inspection and Ministerial Permit Issuance Services (Services). The County Board of Supervisors approved the MOU on January 9, 2024 (attached for reference). The MOU followed the City Council's approval of a Pre-Annexation and Development Agreement with Yorba Villas LLC, owners of property located at 4570 and 4664 Francis Avenue in the County of San Bernardino (Property). The Agreement with Yorba Villas LLC contemplated that the City would enter into the MOU for the County to perform all inspections and issue ministerial permits consistent with entitlements it had issued for the Yorba Villas project. The Pre-Annexation and Development Agreement and MOU exempted permits related to the sewer service connections, which would be performed by the City.

Although the existing MOU contemplates that the County would provide the Services for projects beyond the Yorba Villas project, City staff now seeks an amendment (Amendment No. 1 attached) to the MOU specifically for projects within the recently-approved East End Annexation Area.

#### **ISSUES/ANALYSIS**

The Services in the existing MOU include plan check services, inspection services, issuance of ministerial development permits (including, but not limited to, grading permits, infrastructure permits, building permits and certificates of occupancy) and bond processing, oversight and exoneration in connection with the development of the Yorba Villas project. The MOU further allows the City, in its discretion, to request the County's services for other projects within the City's sphere of influence that may be pending annexation at commencement of the applicable project.

Any developer utilizing the Services under the existing MOU is responsible for payment of any applicable County fees for services provided. The MOU requires the County to provide the City with itemized billing statements for any County-provided services in accordance with the County's Schedule of Fees. The City is then to collect applicable County fees from those developers and tender them to the County within 60 calendar days.

The County is to provide the services under the existing MOU in a timeframe that complies with standard County practice and procedures. The existing MOU is effective for five years following approval by the County. The proposed Amendment No. 1 to MOU does not impact the term or any other provisions of the existing MOU beyond the extension of the services to the East End Annexation area.

#### **ENVIRONMENTAL DETERMINATION**

In accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq.), and any applicable local CEQA policies and procedures, the City found that the Memorandum of Understanding is not a "project" for purposes of CEQA, as that term is defined by the CEQA Guidelines section 15378, because the Memorandum of Understanding merely contemplates a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, pursuant to Guidelines section 15378(b)(4), or alternatively, it constitutes an organizational or administrative activity that will not result in a direct or indirect physical change in the

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING WITH SAN BERNARDINO COUNTY - INSPECTION AND PERMITTING TO HAVE COUNTY EXTEND SERVICES TO THE EAST END ANNEXATION AREA AND OTHER PROJECTS PENDING ANNEXATION.

PAGE: 3

environment pursuant to Guidelines section 15378(b)(5). Any developer utilizing the services under the Memorandum of Understanding has or will be required to secure CEQA approval before qualifying for use of the services. Amendment No. 1 to the MOU does not implement any changes that would necessitate further evaluation under CEQA.

#### Attachments:

- Amendment No. 1 to Memorandum of Understanding Between the City of Chino and San Bernardino County for Plan Check, Inspection and Ministerial Permit Issuance Services
- Original Memorandum of Understanding

#### AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY FOR PLAN CHECK, INSPECTION AND MINISTERIAL PERMIT ISSUANCE SERVICES

This Amendment No. 1 to Memorandum of Understanding ("Amendment") is made and entered into on the date last signed below by and between the City of Chino ("City") and San Bernardino County ("County") related to plan check, inspection and ministerial permit issuance services. Hereinafter, the City and County may be referred to individually as a "Party" or collectively as the "Parties."

#### I. RECITALS

WHEREAS, on January 9, 2024, the County and City entered into that certain Memorandum of Understanding ("MOU") for the provision of plan check, inspection, and ministerial permit issuance services by the County to City related to a Planned Development Permit and Vesting Tentative Tract Map No. 20394 for the development of a gated project at the property within the City's sphere of influence, located at 4570 and 4664 Francis Avenue in the unincorporated area of San Bernardino County ("Francis Property") comprising of 45 single-family homes, new private streets, a small private park, street improvements (along Francis and Yorba Avenue), on-site stormwater infrastructure and related amenities at the Francis Property (collectively, "Yorba Villas Project");

WHEREAS, the MOU authorizes the County to provide post-final map, planned development permit and other entitlement plan check services, inspection services, issuance of ministerial development permits (including, but not limited to, grading permits, infrastructure permits, building permits and certificates of occupancy) and County bonding processing, oversight and exoneration (collectively "Services") in connection with the development of the Yorba Villas Project, as well as the provision of the Services in connection with the development of other projects ("Other Project") located within the area

consisting of a 144.683-acres at the northern border of the City, generally centered on Ramona Avenue and Mustang Road ("Ramona Annexation Area") that is part of the City's annexation application to the San Bernardino Local Agency Formation Commission ("LAFCO") submitted in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000-57550), which Ramona Annexation Area includes the Francis Property;

WHEREAS, on July 17, 2024, the LAFCO Board approved LAFCO 3268 for the detachment of County Service Area 70 and annexation of such area to the City encompassing approximately 57.6 acres, generally bounded by a combination of the San Bernardino Countyline, the San Antonio Creek Channel, and parcel lines on the west; Francis Avenue on the north; East End Avenue (portion of existing City of Chino boundary) on the east; and a combination of Philadelphia Street and parcel lines (existing City of Chino boundary) on the south, within the City of Chino's sphere of influence ("East End Annexation Area");

**WHEREAS**, to allow for consistency with the MOU, City desires to have County extend the Services to the East End Annexation Area as Other Projects that are subject to the MOU pursuant to this Amendment;

WHEREAS, County has personnel with sufficient training and expertise to extend the Services under the MOU to the East End Annexation Area as requested by City;

**WHEREAS**, County is prepared to provide such Services under the terms and conditions set forth in this Amendment; and

**NOW THEREFORE,** in consideration of the forgoing Recitals, which Recitals are incorporated herein by this reference, and mutual promises, covenants and conditions contained herein, the Parties mutually agree as follows:

#### I. Section II, Subsection (A) of the MOU is amended in its entirety to read:

#### A. **SCOPE OF SERVICES.**

The City agrees to honor any unexpired (including validly extended) land use entitlement (examples include, but are not limited to, a Planned Development Permit, Minor Use Permit, Conditional Use Permit, Special Use Permit, Tentative Parcel Map and/or Tentative Tract Map), and associated development plan, building plan, building permit, infrastructure permit, grading permit and/or certificate of occupancy that was approved or conditionally approved by the County before LAFCO's approval of the Annexation for the Ramona Annexation Area and East End Annexation Area (collectively "Pending Projects"), including the Yorba Villas Project and Other Projects. The City requires professional services from the County as described in Section II.C for all post entitlement, plan and permit checks for the development of the Yorba Villas Project or Other Projects, as requested by the City in writing, in the Ramona Annexation Area and East End Annexation Area. The scope of professional services rendered by County will be designed to ensure the Yorba Villas Project and Other Projects within the Ramona Annexation Area and East End Annexation Area are constructed in a manner consistent with the County approved discretionary entitlements and complies with those County Regulations applicable at the time such discretionary entitlements were approved by County.

#### II. Section II, Subsection (D) of the MOU is amended in its entirety to read:

#### D. PAYMENT FOR SERVICES

Following the Annexation for the Ramona Annexation Area and East End Annexation Area, County shall provide City with itemized billing statements for any County provided Services in accordance with the County Fees applicable at the time.

City shall collect applicable County Fees from Applicants of Pending Projects for the cost of the services rendered by County and shown on the billing statements and tender same to County within sixty (60) calendar days.

Unless amended as set forth in this Amendment, all terms and conditions of the MOU shall remain unchanged and in full force and effect. Both City and County do covenant to each individual executing this Amendment on behalf of each party is a person duly authorized. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF CHINO	SAN BERNARDINO COUNTY
Lindo Doigh City Managar	Down Down Chair Doord of Cyperiaers
Linda Reich, City Manager	Dawn Rowe, Chair, Board of Supervisors
Dated:	Dated:
ATTEST:	SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Natalie Gonzaga, City Clerk	Lynna Monell, Clerk of the Board of Supervisors San Bernardino County
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Tom Bunton
	County Counsel
Fred Galante, City Attorney	Jason M. Searles
	Supervising Deputy County Counsel

5

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



4 00			Contract	Number
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**SAP Number** 

### **Land Use Services**

**Department Contract Representative** Mark Wardlaw 909-387-4431 **Telephone Number** Contractor City of Chino **Contractor Representative** Michael Hitz 909-334-3448 **Telephone Number Contract Term** 1/9/24 - 1/8/29 **Original Contract Amount** Cost of services per County Fee Ordinance **Amendment Amount** N/A **Total Contract Amount** N/A **Cost Center** N/A

Briefly describe the general nature of the contract: Memorandum of Understanding with the City of Chino for plan check, inspection and ministerial permit issuance services related to the Yorba Villas Project and other development projects located within a future annexation area consisting of approximately 145 acres.

FOR COUNTY USE ONLY	^	
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Jason Searles, Supervising Deputy County Counsel	Heidi Duron, Planning Director	Mark Wardlaw, Director
Date	Date 114124	Date

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHINO AND SAN BERNARDINO COUNTY FOR PLAN CHECK, INSPECTION AND MINISTERIAL PERMIT ISSUANCE SERVICES

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Chino ("City"), and San Bernardino County ("County") related to plan check, inspection and ministerial permit issuance services. Hereinafter, the City and County may be referred to individually as a "Party" or collectively as the "Parties."

#### I. RECITALS

WHEREAS, on October 4, 2022, the County's Board of Supervisors approved a Planned Development Permit ("PDP") and Vesting Tentative Tract Map No. 20394 ("VTM 20394") for the development of a gated project at the property located at 4570 and 4664 Francis Avenue in the unincorporated area of San Bernardino County ("Property") comprising of 45 single-family homes, new private streets, a small private park, street improvements (along Francis and Yorba Avenue), on-site stormwater infrastructure and related amenities at the Property (collectively, "Yorba Villas Project");

WHEREAS, the Property is within City's sphere of influence;

WHEREAS, City intends to submit an annexation application ("Annexation") for an area consisting of a 144.683-acres located at the northern border of the City, generally centered on Ramona Avenue and Mustang Road ("Annexation Area") to the San Bernardino Local Agency Formation Commission ("LAFCO") in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000-57550), which Annexation Area includes the Property;

WHEREAS, to allow for consistency following an approval by LAFCO of the Annexation, City desires County to provide post-final map, PDP and other entitlement plan check services, inspection services, issuance of ministerial development permits (including, but not limited to, grading permits, infrastructure permits, building permits and certificates of occupancy) and County bonding processing, oversight and exoneration (collectively "Services") in connection with the development of the Yorba Villas Project consistent with the PDP, VTM 20394 and applicable County development and building regulations as set forth in Title 6 of the San Bernardino County Code of Ordinances (collectively "County Regulations"). When specifically requested, City further desires County to provide similar Services in connection with the development of other projects located within the Annexation Area that has received a County approval prior to LAFCO's approval of the Annexation (collectively "Other Projects");

**WHEREAS**, the applicant for the Yorba Villas Project and an applicant for an Other Project shall be collectively referred to as "Applicant";

WHEREAS, County has personnel with sufficient training and expertise to provide the Services as requested by City;

WHEREAS, County is prepared to provide such Services under the terms and conditions set forth in this MOU; and

**NOW THEREFORE**, in consideration of the forgoing Recitals, which Recitals are incorporated herein by this reference, and mutual promises, covenants and conditions contained herein, the Parties mutually agree as follows:

#### II. TERMS AND CONDITIONS

#### A. SCOPE OF SERVICES.

The City agrees to honor any unexpired (including validly extended) land use entitlement (examples include, but are not limited to, a Planned Development Permit, Minor Use Permit, Conditional Use Permit, Special Use Permit, Tentative Parcel Map and/or Tentative Tract Map), and associated development plan, building plan, building permit, infrastructure permit, grading permit and/or certificate of occupancy that was approved or conditionally approved by the County before LAFCO's approval of the Annexation, including the Yorba Villas Project and Other Projects. The City requires professional services from the County as described in Section II.C for all post entitlement, plan and permit checks for the development of the Yorba Villas Project or Other Projects. The scope of professional services rendered by County will be designed to ensure the Yorba Villas Project and Other Projects are constructed in a manner consistent with the County approved discretionary entitlements and complies with those County Regulations applicable at the time such discretionary entitlements were approved by County.

#### B. TERM

The term of this MOU shall be effective on the date last executed by the Parties and shall continue in effect for up to five (5) years, or until terminated pursuant to Section V below.

#### C. SERVICES TO BE RENDERED BY COUNTY

#### 1) Plan Check Services

With respect to development plans (e.g., building plans, infrastructure plans, grading plans) approved by the County prior to Annexation, if Applicant proposes

any revision to any such plan or any supplement thereto, City shall submit such proposed revision and supplement to County, and County shall provide all plan check, plan revision, and inspection services related thereto. The Applicant shall be responsible for the payment of any applicable fees, as established in County's Schedule of Fees codified in San Bernardino County Code, Section 16.0201 et seq. ("County Fees") for the type of review requested at the time of submission of the request, to cover the cost of services provided. All such County services shall be provided in a timeframe that complies with standard County practice and procedures.

#### 2) Inspection/Permitting Services

With respect to building permits, infrastructure permits, grading permits or similar ministerial permits issued by County to an Applicant prior to Annexation, County will provide all inspection services related thereto, and, prior to Annexation, County shall issue all related certificates of occupancy for any structure authorized by any such permit that qualify for approval in accordance with applicable County Regulations. Following Annexation, if an Applicant applies to City for a building permit for a structure contemplated by a development plan that was approved by the County prior to Annexation, the City will submit such building permit application to County, and County will review such application to determine compliance with applicable County Regulations and thereafter notify City whether such application qualifies for building permit approval pursuant to such County Regulations. Upon receipt of County's notification that any such building permit application qualifies for approval, City shall promptly issue the relevant building permit to the Applicant. For all building permits issued by City in accordance with the immediately preceding sentence, City shall submit all related applications for certificates of occupancy to the County for review. Upon receipt of any such certificate of occupancy application, County shall perform all related inspection services and determine whether such application qualifies for certificate of occupancy approval

pursuant to applicable County Regulations and notify City of such determination. Upon receipt of County's notification that any such certificate of occupancy application qualifies for approval, City shall promptly issue the relevant certificate of occupancy to the Applicant. The Applicant shall be responsible for the payment of any applicable County Fees to cover the cost of services provided by County. All such County services shall be provided in a timeframe that complies with standard County practice and procedures.

#### 3) Excluded Services

Services to be rendered by County specifically exclude sewer connection services for which City shall conduct all permitting and inspection services, including charging any Applicant the applicable City fees, including sewer development impact fees.

#### D. PAYMENT FOR SERVICES

Following Annexation, County shall provide City with itemized billing statements for any County provided services in accordance with the County Fees. City shall collect applicable County Fees from Applicants for the cost of the services rendered by County and shown on the billing statements and tender same to County within sixty (60) calendar days.

#### E. PERSONNEL

The services provided by the County in accordance with this MOU shall be performed by County personnel under the control and direction of County. To the extent that City personnel may also participate in any of the activities herein provided for, any expenses by the City in this process shall be borne by City, unless such activities are separately requested by any Applicant, in which case, City shall directly bill City's

applicable fees to such Applicant.

#### F. MUTUAL HOLD HARMLESS/INDEMNIFICATION

- 1) To the fullest extent permitted by applicable law, City shall and does agree to indemnify, protect, defend and hold harmless County, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collective "County indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from the MOU, including any approved amendments or modifications ("City Liabilities"). The City's indemnification obligation herein shall apply to County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  - a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve City from indemnifying the County to the fullest extent allowed by law.
  - b) With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice, subject to approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification to County as set forth herein. City's

obligation to defend, indemnify and hold harmless County shall be subject to County having given City written notice within a reasonable period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at City's expense, for the defense or settlement thereof. City's obligation hereunder shall be satisfied when City has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- 2) To the fullest extent permitted by applicable law, County shall and does agree to indemnify, protect, defend and hold harmless City, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from the MOU, including any approved amendments or modifications ("County Liabilities"). The County's indemnification obligation herein shall apply to City's "active" as well as "passive" negligence but does not apply to the City's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  - a) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve County from indemnifying the City to the fullest extent allowed by law.
  - b) With respect to any action or claim subject to indemnification herein by County, County shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of City, which shall not be unreasonably withheld,

and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification to City as set forth herein. County's obligation to defend, indemnify and hold harmless City shall be subject to City having given written notice within a reasonable period of time of the claim, or of the commencement of the related action, as the case may be, and information and reasonable assistance, at City's expense, for the defense or settlement thereof. County's obligation hereunder shall be satisfied when County has provided to City the appropriate form of dismissal relieving City from an liability for the action or claim involved.

#### III. RECORDS

County agrees to maintain records and documentation of the Services rendered and supplies used pursuant to this MOU for a period of time consistent with the County's record retention policy. Such records or copies thereof shall be accessible to City for review upon reasonable notification by City without copying charges.

#### IV. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

#### V. TERMINATION

Either City or County may terminate this MOU at any time by giving 30 calendar days written notice with or without cause to the designated contacts, but in no event sooner than County's completion of all Services related to the Yorba Villas Project. Upon receipt

of any notice of termination on the agreed upon effective date of termination, Services shall cease thereafter. Upon termination of this MOU, any inspection and permit requirements shall revert to the City. Termination of this MOU does not terminate the Parties' responsibility for payment of prior authorized Services rendered.

#### VI. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement or representation be binding upon the parties hereto. Any previous agreements between the City and County, whether oral or written, with regards to the activities outlined in this MOU, shall be supplanted by this MOU. Other agreements or contracts between the City and County shall be unaffected by this MOU.

#### VII. JURISDICTION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. City and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU, and further agrees that venue of any action brought hereunder shall be exclusively in the County of San Bernardino.

#### VIII. NOTICE

All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to

the other party as follows:

City:
City of Chino
Attn: City Clerk
13220 Central Avenue
Chino, CA 91710

County:
San Bernardino County
Land Use Services Department
Attn: Director
385 North Arrowhead Avenue
San Bernardino, CA 92415

Notice shall be deemed communicated two business days from the time of mailing if mailed as provided in this paragraph.

#### IX. AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING

Both City and County do covenant to each individual executing this MOU on behalf of each party is a person duly authorized. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed.

CITY OF CHINO	SAN BERNARDINO COUNTY
fen ()	Daum Rowe
Linda Reich, City Manager	Dawn Rowe, Chair, Board of Supervisors
Dated: 11-21-23	Dated: JAN 0 9 2024
ATTEST:	SIGNED AND CORTLEIO THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE
ngenzaya	CHAIRMAN OF THE BOARD.
Natalie Gonzaga, City Clerk	Lynna Monell, Clerk of the Board of Supervisors San Bernardino County
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Docusigned by:	Tom Bunton County Counsel
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Fred Galante, City Attorney	Jason M. Searles

Supervising Deputy County Counsel

#### MEMORANDUM CITY OF CHINO FINANCE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

#### **SUBJECT**

California Extended Water and Wastewater Arrearage Payment Program Grant Acceptance.

#### **RECOMMENDATION**

1) Accept and approve the use of \$241,324.30 of grant funds (G3241) as outlined by the State of California under the California Extended Water and Wastewater Arrearage Payment Program to pay past due monthly bills for water (drinking) and wastewater service; and 2) authorize the City Manager to execute all necessary documents on behalf of the City.

#### **FISCAL IMPACT**

Appropriate revenue in the amount of \$241,324.30 to the Water Fund 520. Acceptance of the grant proceeds will allow the City's Water Utility to collect \$234,295.44 in water (drinking) and wastewater usage charges on behalf of customers that might not otherwise be collected due to COVID-19 related impacts, plus administration charges of \$7,028.86.

#### 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:

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue: 5203100-59500-G3241 Expenditure:

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CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: CALIFORNIA EXTENDED WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM GRANT ACCEPTANCE.

PAGE: 2

#### **BACKGROUND**

The COVID-19 pandemic has made it challenging for our residents to pay their utility bills due to job loss and other hardships. Through federal funding allocated by the state legislature, the State Water Board has developed the California Extended Water and Wastewater Arrearage Payment Program to provide relief to water systems for unpaid bills related to the pandemic. Funding will cover water debt from residential and commercial accounts accrued between June 16, 2021, and December 31, 2022. The program will cover all water (drinking) and wastewater arrearages for residential and commercial accounts and 3% in administrative costs.

In compliance with the Program guidelines and SB155, staff has offered Chino residents the opportunity to enroll in a payment plan to aid those in need and decrease their delinquent balance.

There are accounts with outstanding balances that have accrued water (drinking) and wastewater debt within the specified time frame of June 16, 2021, and December 31, 2022. Of these accounts, there is \$178,268.61 requested for residential debt and \$56,026.83 requested for commercial debt. Also requested is \$7,028.86 for Administrative Costs. The total award is \$241,324.30.

	Award Amount for	Award Amount for	
Type of Account	Water (Drinking)	Wastewater	Total Award Amount
Residential	\$90,080.18	\$88,188.43	\$178,268.61
Commercial	\$50,807.18	\$5,219.65	\$56,026.83
Subtotal			\$234,295.44
Administrative Costs (3%)			\$7,028.86
Total Award			\$241,324.30

Any funds received by the City and not credited to customer accounts or used by the City as administrative costs to apply for funding with the California Extended Water and Wastewater Arrearage Payment Program, must be remitted back to the State Water Board within six months of receiving payment. Staff will notify customers in writing of the amount credited and indicate the credited amount is being provided through the California Extended Water and Wastewater Arrearage Payment Program through funding from the State Water Resources Control Board using federal America Recovery Plan Act (ARPA) funds, as is required by the provisions of this grant.

#### **ISSUES/ANALYSIS**

Water (drinking) and wastewater systems that participate in the Program must:

- 1) Waive customer late fees for any arrearages accrued during the COVID-19 pandemic bill relief period in their entirety;
- 2) Allocate payments as bill credits to customer accounts within 60 days of receiving payment;
- 3) Notify customers of the amount credited, and if splitting the credit between tax years, when the second credit will be applied;
- 4) Offer to enroll customers with remaining debt into a payment plan by direct notification to each customer:
- 5) Allow customers 30 days to enroll in a payment plan;

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: CALIFORNIA EXTENDED WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM GRANT ACCEPTANCE.

PAGE: 3

- 6) Not discontinue water (drinking) and wastewater service until the customer defaults on the payment plan or misses the deadline to enroll in the payment plan;
- 7) Not discontinue water (drinking) and wastewater service prior to the date established in Health and Safety Code Section 116733.4 (e)(2)(A);
- 8) Comply with all terms and conditions of payment; and
- 9) Report on expenditures and customer credits.

Staff believes that the provisions of the grant are acceptable and within normal operating procedures. Therefore, acceptance and application of the grant proceeds is recommended.

## MEMORANDUM CITY OF CHINO HUMAN RESOURCES DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: TERRY DOYLE, DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT

#### **SUBJECT**

Approval of the City's Classification and Compensation Schedule as updated to reflect the FY 2024/25 Cost-of-Living Adjustment approved by City Council in October 2023.

#### **RECOMMENDATION**

1) Adopt Resolution No. 2024-053 approving Classification and Salary Schedule adjustments to implement a Cost-of-Living Adjustment for job classifications represented by the Chino Police Officers Association (CPOA), Chino Police Management Association (CPMA), and Unrepresented Sworn Management; and 2) approve and estimated appropriation in the amount of \$990,000 in the Fiscal Impact section.

#### **FISCAL IMPACT**

Requires an estimated appropriation of \$990,000 to be appropriated with the 2025 Mid-Term Budget Update. The approximate appropriation to the General Fund 100 is \$660,00 with the remaining balance of \$330,000 to the Employees Service Fund 640.

#### 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
- Superior Customer Service
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text. Expenditure: VARIOUS ACCOUNTS

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: APPROVAL OF THE CITY'S CLASSIFICATION AND COMPENSATION SCHEDULE AS UPDATED TO REFLECT THE FY 2024/25 COST-OF-LIVING ADJUSTMENT APPROVED BY CITY COUNCIL IN OCTOBER 2023.

PAGE: 2

#### BACKGROUND

On October 3, 2023, following negotiations between the City and the sworn labor associations, the City Council adopted Resolution No. 2023-061 approving a two-year extension of the Memorandum of Understanding (MOU) with the Chino Police Officers Association (CPOA) and Chino Police Management Association (CPMA). Resolution 2023-061 provided for a Total Compensation Survey (Survey) to be conducted for FY 2023/24 and 2024/25 for all represented sworn positions.

The Survey was negotiated to provide any potential adjustments to represented sworn position salaries to assist the City in attracting candidates and retaining current employees. For the first year, the Survey began collecting data in August to capture all comparator agency benefits as of the beginning of the fiscal year, with any adjustments to become effective retroactively to the pay period which included July 1, 2023. As part of this Survey, the City was to remain #3 in the market with all represented sworn positions. The Survey conducted in FY 2023/24 resulted in a 4% base salary increase to all sworn positions.

#### **ISSUES/ANALYSIS**

In September 2024, the City began the data collection process for the second year of the Survey. The results of the Survey showed that a 5.1% base salary increase is needed for the City to remain #3 in the market for FY 2024/25. To remain competitive and in line with the City's Personnel Rules, which provide pre-defined salary differentials between sworn ranks, all sworn positions, including Unrepresented Sworn Management, are set to receive the 5.1% base salary increase. This increase is essential for ensuring that the City can attract and retain qualified personnel, consistent with the priorities outlined in the Total Compensation Survey.

If approved, Resolution 2024-053 will implement this 5.1% increase retroactively to the pay period which includes July 1, 2024, and update the City's Classification and Compensation Schedule accordingly, as outlined in Resolution 2023-061.

Attachment: Resolution 2024-053

#### **RESOLUTION NO. 2024-053**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, UPDATING AND AMENDING ITS CLASSIFICATION AND COMPENSATION SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

**WHEREAS**, the City of Chino ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

**WHEREAS**, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

**WHEREAS**, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

**WHEREAS**, the City Council of the City now desires to update its classification and compensation schedule to comply with CalPERS regulations by stating the current salaries and compensation rates for City positions, including any updates and/or revisions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chino does hereby resolve as follows:

 That the classification and compensation ranges listed below are hereby adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Position	Step A	Step B	Step C	Step D	Step E
Corporal	\$8,700	\$9,134	\$9,592	\$10,074	\$10,576
Police Officer	\$8,091	\$8,495	\$8,920	\$9,367	\$9,833

Position	Base	Midpoint	Maximum
Captain	\$14,945	\$16,440	\$17,933
Chief of Police	\$17,436	\$20,487	\$23,540
Deputy Chief of Police	\$15,691	\$17,261	\$18,831
Lieutenant	\$12,826	\$14,109	\$15,393
Sergeant	\$10,687	\$11,755	\$12,823

Resolution 2024-053 Page 2 of 3

2.	The compensation ranges listed above shall be effectional including July 1, 2024.	ive re	troactively with the pay period
APPR	OVED AND ADOPTED THIS 5 <sup>th</sup> day of November 2024	4.	
		Ву:	EUNICE M. ULLOA, MAYOR
ATTES	ST:		
ΝΔΤΔΙ	LIE GONZAGA CITY CLERK		

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 5<sup>th</sup> Day of November 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

### MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

Renewal of Live Entertainment Permit - Casa Diaz.

#### **RECOMMENDATION**

Approval of a renewal of a Live Entertainment Permit for Casa Diaz located at 7041 Schaefer Avenue, for a period of 12 months. This permit is subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of the permit.

#### **FISCAL IMPACT**

No Fiscal Impact.

#### 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
- Superior Customer Service

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.

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: RENEWAL OF LIVE ENTERTAINMENT PERMIT - CASA DIAZ.

PAGE: 2

#### **BACKGROUND**

Casa Diaz located at 7041 Schaefer Avenue, Ste A-D., submitted an application for a renewal of a Live Entertainment Permit. The request is for a live band or DJ to play music on Tuesday through Thursday 6:00 PM to 10:00 PM, Saturday from 1:00 PM to 12:00 AM, and Sunday 12:00 PM to 9:00 PM. They are proposing a DJ and a 5/6-person live band.

#### **ISSUES/ANALYSIS**

Pursuant to the Chino Municipal Code, Title 5 Business Licenses and Regulations, Chapter 5.20, Live Entertainment, Sections 5.20.005 – 5.20.080, the Chino Police Department processed this application, which included an administrative investigation of the applicant's business. The investigation also included reviewing the application for completeness, verifying the identity of the owner and manager, and a review of calls for service at the location. The investigation did not result in any immediate disqualifying information being located regarding the business owner.

Provided the attached conditions are agreed upon and adhered to, it is recommended that the Live Entertainment Permit be issued and granted for a period of 12 months to Casa Diaz.

Attachment – Terms, Conditions and Restrictions – Live Entertainment

#### **Chino Police Department**

Terms, Conditions and Restrictions – Live Entertainment

**Applicant:** Casa Diaz

Address: 7041 Schaefer Avenue Ste A-D, Chino, CA 91710

**Scope of Live Entertainment:** Live music on Tuesday through Thursday between the hours of 6:00 p.m. – 10:00 p.m., Saturday from 1:00 p.m. to 12:00 a.m., and Sunday

12:00 p.m. to 9:00 p.m.

- 1. No sound from the live entertainment to be audible beyond the premises under control of the permittee. Doors must be kept closed during time when music is being played if entertainment takes place inside the restaurant (does not apply to entertainment taking place on exterior patio). Should complaints arise from any area directly affected by the entertainment, the permittee shall use sound judgment to address the problem to the City's satisfaction or cease the live entertainment.
- 2. The permittee must comply with State and County regulations and up to-date San Bernardino County Department of Public Health guidelines.
- 3. The permittee is responsible for clean up of all rubbish, refuse, trash and materials left behind by its patrons of the establishment at the close of business.
- 4. The permittee is responsible to ensure no loitering of patrons (either intended, present or past) occurs outside the permittee's premises.
- 5. The permittee must provide adequate lighting on the exterior of the premises, within the guidelines of applicable codes and standards, which illuminates the area used by patrons of the establishment and which affords law enforcement officers easy viewing of the premises to the front and rear. The lights must remain on 30 minutes past closing.
- 6. This Live Entertainment permit will be reviewed quarterly from the time of issuance, monitoring all said conditions are being met.
- 7. The permittee must report any and all criminal activity to the Chino Police Department immediately.
- 8. The permittee shall have a copy of their Live Entertainment permit along with the corresponding conditions posted in plain view in an area accessible by City officials.
- 9. The permittee must maintain a current and active ABC license at all times.
- 10. The permittee shall follow and strictly enforce any and all regulations and conditions pertaining to their current Alcoholic Beverage Control license.
- 11. This permit shall allow live entertainment no more than Tuesday through Thursday between the hours of 6:00 p.m. 10:00 p.m., Saturday from 1:00 p.m. to 12:00 a.m. and Sunday 12:00 p.m. to 9:00 p.m.

- 12. The permit shall be valid for a period of 12 months upon City Council approval, subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of the permit.
- 13. The permittee agrees to notify the Chino Police Department and seek approval of any "Special Events" or promotions 30 days prior to the event.
- 14. The permittee agrees not to exceed posted occupancy load.
- 15. Any modification to the live entertainment frequency shall require review and approval by City staff.
- 16. The permittee will specifically not allow music, narrative performances or any other form of entertainment that incites or glorifies violence or vulgar disrespect towards ethnic group, gender, sexual orientation or religious affiliation. Furthermore, the permittee will not allow any form of entertainment that promotes or glorifies street gangs, gang violence, gang membership or violence towards law enforcement.
- 17. This facility is prohibited from having "Adult-oriented Performers" or allowing any guests to be "Nude" or in a "state of nudity" or "Semi-nude" or in a "state of semi-nudity." This includes the display of undergarments and the display of breasts or genitals through wet clothing.
- 18. The facility will be subject to inspection by designated City officials at any time food service is being provided; regardless if the event/activity is open to the public.
- 19. All said conditions are applicable to dining and entertainment open to both the public as well as private parties.
- 20. Any and all violations of the terms, conditions and restrictions may result in the Chief of Police revoking this permit.

#### Acknowledgement of Terms, Conditions and Restrictions

I have read and agree to the Terms, Conditions, and Restrictions put forth by the Chino Police Department concerning a Live Entertainment Permit. I understand that the Terms, Conditions, and Restrictions will be effective for the duration of the Live Entertainment Permit issued by City of Chino Business Licensing.

Signature	Date
Printed Name	<del></del>

### MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

2024 Citizens' Option for Public Safety (COPS) Grant Funds Additional Appropriation (G4249).

#### **RECOMMENDATION**

1) Accept and approve the additional funds of \$137,125.06 received for the identified expenditure areas of the FY 2023-24 Citizens' Option for Public Safety (COPS) Program Grant (G4249); 2) appropriate an additional expenditure and revenue in the amount of \$137,125.06 in the State COPS Fund 130; and 3) authorize the City Manager to execute any necessary documents on behalf of the City.

#### **FISCAL IMPACT**

Requires an additional appropriation of expenditures and revenues in the amount of \$137,125.06 to the Fund 130 G4249. The requested appropriation of \$137,125.06 is fully offset by Grant Revenue and no local matching funds are required.

#### 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:

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue: 1304000-59500-G4249 Expenditure: 1304000-40010-G4249

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CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: 2024 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT FUNDS

ADDITIONAL APPROPRIATION (G4249).

PAGE: 2

#### **BACKGROUND**

The State Budget Act of 2010 has provided funds from the Local Safety and Protection Account (LSPA) in the State Transportation Fund to be available for the purposes of the Citizens' Option for Public Safety (COPS) Grant. The COPS Grant funds are collected in accordance with the proportionate share of the State's total population that resides in each county and city. Each city is guaranteed a minimum of \$100,000 by Government Code Section 30061 and any additional amounts are contingent on vehicle license fee collections. The City of Chino was already allocated and received the original amount of \$144,810 for FY 2023-24 COPS Program Grant.

The City of Chino will receive an additional allocation of \$137,125.06 above the original allocation due to additional LSPA and vehicle license fees collected. The Chino Police Department is requesting continued funding of this program. Acceptance of these additional funds will continue funding the non-sworn position of Police Facilities Coordinator and a portion of a Crime Analyst, along with the purchase of upgraded equipment and new technology.

A provision of the program allows monies to be directed toward funding costs related to salaries and expenses for non-sworn personnel dedicated to supporting front line police operations along with expenditures dedicated to upgrading equipment, purchasing new technology for sworn personnel, and upgrading police vehicles. Since 2001, the City Council has approved the continued funding of this grant program.

#### **ISSUES/ANALYSIS**

The Chino Police Department is requesting continued funding for this grant program. Acceptance of these additional funds will continue funding the non-sworn position of Police Facilities Coordinator and portion of a Crime Analyst, along with the purchase of equipment and new technology. Purchases and award of contracts for equipment or new technology will be in accordance with CMC Section 3.32.070.

Attachment: COPS 2024 Growth Allocation

San Bernardino County Auditor-Controller\Treasurer\Tax Collector Management Services Section

INV #: 2024-COPS-GROWTH INV Date: 09/27/2024

#### CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) ENHANCING LAW ENFORCEMENT ACTIVITIES SUBACCOUNT (ELEAS)

#### **FISCAL YEAR 2023-2024**

#### **GROWTH STATE PAYMENT DISTRIBUTION AMOUNTS - SEPTEMBER 2024**

	Beginning Unpaid COPS Allocation		Current COPS Allocation			Interest Payment		otal Current Distribution		ng Unpaid Allocation
San Bernardino County District Attorney San Bernardino County Jail Operation (Sheriff) Frontline Law Enforcement (Including Unincorporated) San Bernardino County Auditor-Controller/Treasurer/Tax Collector	\$	582,236.63 582,236.63 3,819,263.70 8,040.85	\$	582,236.63 582,236.63 3,819,263.70 8,040.85	\$	180.30 180.30 1,182.66 2.49	\$	582,416.93 582,416.93 3,820,446.36 8,043.34	\$	-
TOTAL DISTRIBUTED	\$	4,991,777.81	\$	4,991,777.81	\$	1,545.75	\$	4,993,323.56	\$	-
Part of the Part o										
Frontline Law Enforcement Allocation: San Bernardino County - Unincorporated	\$	435,656.23	\$	435,656.23	\$	134.94	\$	435,791.17	\$	-
Cities & Towns:	Ψ	133,030.23	•	,				***************************************		
Adelanto*		94,663.46		94,663.46		29.31		94,692.77		_
Apple Valley*		110,382.00		110,382.00		34.18		110,416.18		=
Barstow*		94,663,46		94,663.46		29.31		94,692.77		-
Big Bear Lake*		94,663.46		94,663.46		29.31		94,692.77		-
Chino*		137,082.61		137,082.61		42.45		137,125.06		) <del>.</del>
Chino Hills*		113,416.93		113,416.93		35.12		113,452.05		
Colton*		94,663.46		94,663.46		29.31		94,692.77		-
Fontana*		314,754.12		314,754.12		97.46		314,851.58		·=
Grand Terrace*		94,663.46		94,663.46		29.31		94,692.77		
Hesperia*		147,244.19		147,244.19		45.60		147,289.79		8 <b>2</b>
Highland*		94,663.46		94,663.46		29.31		94,692.77		-
Loma Linda*		94,663.46		94,663.46		29.31		94,692.77		=
Montclair*		94,663.46		94,663.46		29.31		94,692.77		-
Needles**		94,663.46		94,663.46		29.31		94,692.77		=
Ontario*		265,986.23		265,986.23		82.36		266,068.59		-
Rancho Cucamonga*		255,430.20		255,430.20		79.10		255,509.30		
Redlands*		105,931.16		105,931.16		32.80		105,963.96		-
Rialto*		151,577.28		151,577.28		46.94		151,624.22		
San Bernardino City*		328,558.49		328,558.49		101.74		328,660.23		=
Twentynine Palms*		94,663.46		94,663.46		29.31		94,692.77		-
Upland**		115,356.81		115,356.81		35.72		115,392.53		=
Victorville*		201,925.93		201,925.93		62.53		201,988.46		-
Yucaipa*		94,663.46		94,663.46		29.31		94,692.77		=
Yucca Valley*		94,663.46		94,663.46		29.31		94,692.77		
Total San Bernardino County Unincorporated/Cities/Towns	\$	3,819,263.70	\$	3,819,263.70	\$	1,182.66	\$	3,820,446.36	\$	-
Less: San Bernardino County - Unincorporated		(435,656.23)					1	(435,791.17)	-102	
Total Cities & Towns	\$	3,383,607.47					_\$_	3,384,655.19	\$	-
	Dietrih	ution of Current (	ounty	Share:						
		Bernardino County					\$	582,416.93		
		Bernardino County.						582,416.93		
		line Law Enforcem						435,791.17		
	San Bernardino County Auditor-Controller/Treasurer/Tax Collector					x Collector		8,043.34		
	Total County Share						\$	1,608,668.37		
	Grand	Total Distribution	- Cou	nty/Cities/Towns			\$	4,993,323.56		

\*\* Manual Warrant

For further questions regarding COPS ELEAS allocations, please contact the Office of Auditor-Controller/Treasurer/Tax Collector's Julie Ma, Accountant Trainee at (909) 382-7069 or Julie.Ma@sbcountyatc.gov.

Sincerely

Management Services Manager

Method of Payment

\* Electronic Fund Transfer

## MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

2025 Citizens' Option for Public Safety (COPS) Grant Funds Appropriation (G4256).

#### **RECOMMENDATION**

1) Accept and approve the use of grant funds for the identified expenditure areas of the 2025 Citizens' Option for Public Safety (COPS) Program Grant G4256; 2) appropriate \$142,976 to the AB3229-State COPS Grant Fund 130, with a corresponding increase to revenues in the same fund; and 3) authorize the City Manager to execute the necessary documents.

#### **FISCAL IMPACT**

Requires an appropriation of expenditure and revenue in the amount \$142,976 to the AB3229-State COPS Grant Fund 130. The requested appropriation is fully offset by Grant Revenue and no local matching funds are required.

#### 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:

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue: 1304000-59500-G4256 Expenditure: 1304000-40010-G4256

Transfer In: Click or tap here to enter text.

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TITLE: 2025 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT FUNDS

APPROPRIATION (G4256).

PAGE: 2

# **BACKGROUND**

The State Budget Act of 2010 provided funds from the Local Safety and Protection Account (LSPA) in the State Transportation Fund for the Citizens' Option for Public Safety (COPS) Grant. These COPS grant funds are allocated according to the proportionate share of the State's total population residing in each county and city. Government Code Section 30061 guarantees each city a minimum of \$100,000, with any additional amount's contingent on vehicle license fee collections. The City of Chino has been allocated \$142,976 for FY 2024-25.

A provision of the program allows funds to be directed toward costs related to salaries and expenses for non-sworn personnel dedicated to supporting front-line police operations, as well as expenditures for upgrading equipment, purchasing new technology for sworn personnel, and upgrading police vehicles. Since 2001, the City Council has consistently approved the continued funding of this grant program.

# **ISSUES/ANALYSIS**

The Chino Police Department is requesting continued funding for this grant program. Acceptance of these funds will sustain the non-sworn position of Police Facilities Coordinator and partially fund a Crime Analyst position, in addition to supporting the purchase of equipment and new technology. Purchases and award of contracts for equipment or new technology will be in accordance with CMC Section 3.32.070.

Attachment: COPS 2025 Allocation Notice



915 L Street = Sacramento CA = 95814-3706 = www.dof.ca.gov

September 12, 2024

Honorable Malia M. Cohen State Controller 3301 C Street Sacramento, CA 95816

Attention:

Evelyn Calderon-Yee, Chief

Bureau of Payments, Local Government Programs and Services Division,

State Controller's Office

### Dear Controller Cohen:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the 2024-25 allocation of \$214,200,000 in Citizens' Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in Section 29552, subdivision (d), 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

- (1) 5.15 percent to county sheriffs for county jail construction and operation (\$11,031,300).
- (2) 5.15 percent to district attorneys for criminal prosecution (\$11,031,300).
- (3) 50 percent to counties to implement a comprehensive multi-agency juvenile justice plan (\$107,100,000).
- (4) 39.7 percent to counties and cities for front-line law enforcement (\$85,037,400).

Please note that the by-county percentages for the first three allocations above: (1) county jail construction and operation, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II.

Pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a

minimum grant of \$100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of \$100,000 to each law enforcement jurisdiction listed in Attachment II.

Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Patrick Plant, Staff Finance Budget Analyst, at (916) 445-8913.

Sincerely,

AMY JARVIS

Program Budget Manager

**Attachment** 

cc: Natalie Sidarous, Chief, Local Government Programs and Services Division, State Controller's Office

Anne Kato, Assistant Chief, Local Government Programs and Services Division, State Controller's Office

Melma Dizon, Manager, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office

Mr. Ou Saelee, Supervisor, Local Apportionments Section, Local Government Programs and Services Division, State Controller's Office

Kathleen Howard, Executive Director, Board of State and Community Corrections

# 2024-25 Enhancing Law Enforcement Activities Subaccount Citizens' Option for Public Safety and Juvenile Justice Crime Prevention Act Allocations Based on Jan. 1, 2024 Population Estimates

Attachment I

	1				CC	PS (Excluding Fr	ont-line Enforc			JCPA		Total	Net Total (I	ncluding Front-lin	e Enforcement
						15%		5.15%	5	0.00%		0.30%	Net rotal (II	100,00%	e Enforcemnet)
					11.0	31,300		1,031,300	107	1,100,000	129	,162,600		214,200,000	
COUNTY	1/1/2024 Population by County	Percent of 1/1/2024 Population by County	rounded	Percent of 1/1/2024 Population by County	Co. Jail Operation Allocation by County	Percent of Co. Jail Operation Allocation by County	District Attorney Allocation by County	Percent of District Attorney Allocation by County	Juvenile Justice Allocation by County	Percent of Juvenile Justice Allocation by County	Total Allocation by County	Percent of Total Allocation by County	Net Total Allocation by County	Front-line Law Enforcement	Percent of Net Total Allocation by County
Alameda	1,641,869	4.196131165%	4.196131170%	4.19613117%	\$462,888	4.19613117%	\$462,888	4.19613117%	\$4,494,056	4.19613117%	\$5,419,832	4.19613117%	\$8,214,706	\$2,794,874	
Alpine Amador	1,179 39,611	0.003013175%	0.003013180%	0.00301318%	\$332	0.00301318%	\$332	0.00301318%	\$3,227	0.00301318%	\$3,892		\$103.892	\$2,794,874	3.28664119%
Butte	205,928	0.101233991% 0.526291013%	0.101233990%	0.10123399%	\$11,167	0.10123399%	\$11,167	0.10123399%	\$108,422	0.10123399%	\$130,756		\$730,756	\$600,000	
Calaveras	44,842	0.114602879%	0.526291010% 0.114602880%	0.52629101%	\$58,057	0.52629101%	\$58,057	0,52629101%	\$563,658	0.52629101%	\$679,771	0.52629101%	\$1,349,006	\$669,235	
Colusa	21,743	0.055568672%	0.055568670%	0,11460288% 0.05556867%	\$12,642	0.11460288%	\$12,642	0.11460288%	\$122,740	0.11460288%	\$148,024	0.11460288%	\$348,024	\$200,000	
Contra Costa	1,146,626	2.930436651%	2.930436650%	2,93043665%	\$6,130 \$323,265	0.05556867% 2.93043665%	\$6,130	0,05556867%	\$59,514	0,05556867%	\$71,774		\$371,774	\$300,000	0.35278595%
Del Norte	26,345	0.067330022%	0.067330020%	0.06733002%	\$7,427	0.06733002%	\$323,265 \$7,427	2.93043665%	\$3,138,498	2.93043665%	\$3,785,028	2,93043665%	\$6,345,188	\$2,560,160	3.01052822%
El Dorado	188,583	0.481962327%	0.481962330%	0.48196233%	\$53,167	0.48196233%	\$53,167	0.06733002% 0.48196233%	\$72,110 \$516,182	0.06733002%	\$86,965	0.06733002%	\$286,965	\$200,000	
Fresno	1,017,431	2.600252473%	2.600252470%	2.60025247%	\$286,842	2.60025247%	\$286,842	2.60025247%	\$2,784,870	0.48196233%	\$622,515	0,48196233%	\$1,065,356	\$442,841	0.52076041%
Glenn	28,736	0.073440710%	0.073440710%	0.07344071%	\$8,101	0.07344071%	\$8,101	0.07344071%	\$78,655	2.60025247% 0.07344071%	\$3,358,554	2.60025247%	\$5,942,590	\$2,584,036	3.03870523%
Humboldt	133,100	0.340164202%	0.340164200%	0.34016420%	\$37,525	0.34016420%	\$37,525	0.34016420%	\$364,316	0.34016420%	\$94,858 \$439,365	0.07344071% 0.34016420%	\$394,858	\$300,000	
Imperial	182,881	0.467389703%	0.467389700%	0.46738970%	\$51,559	0.46738970%	\$51,559	0.46738970%	\$500,574	0.46738970%	\$603,693	0.46738970%	\$1,247,875 \$1,403,693	\$808,510	
Inyo	18,856	0.048190355%	0.048190350%	0.04819035%	\$5,316	0.04819035%	\$5,316	0.04819035%	\$51,612	0.04819035%	\$62,244		\$1,403,693	\$800,000	
Kern Kings	910,300 152,627	2.326457348% 0.390069434%	2.326457350%	2.32645735%	\$256,638	2.32645735%	\$256,638	2,32645735%	\$2,491,636	2.32645735%	\$3,004,913	2.32645735%	\$5,308,878	\$2,303,965	2,70935465%
Lake	67,001	0.171234723%	0.390069430%	0,39006943%	\$43,030	0.39006943%	\$43,030	0.39006943%	\$417,764	0.39006943%	\$503,824		\$1,003,824	\$500,000	0.58797658%
Lassen	28,197	0.072063186%	0.072063190%	0.17123472%	\$18,889	0.17123472%	\$18,889	0,17123472%	\$183,392	0.17123472%	\$221,171	0.17123472%	\$521,171	\$300,000	0.35278595%
Los Angeles	9,824,091	25,107458631%	25,107468630%	0.07206319% 25.107468640%	\$7,950	0,07206319%	\$7,950	0.07206319%	\$77,180	0.07206319%	\$93,079	0.07206319%	\$293,079	\$200,000	0.23519063%
Madera	159,328	0.407195206%	0.407195210%	0.40719521%	\$2,769,680 \$44,919	25.10746864% 0,40719521%	\$2,769,680	25,10746864%	\$26,890,099	25,10746854%		25.10746864%	\$51,030,128	\$18,600,669	21.87351585%
Marin	252,844	0.646194421%	0.646194420%	0,64619442%	\$71,284	0.64619442%	\$44,919	0.40719521%	\$436,106	0.40719521%	\$525,944	0,40719521%	\$842,756	\$316,812	0.37255659%
Mariposa	16,966	0.043360074%	0.043360070%	0.04336007%	\$4,783	0.04336007%	\$71,284 \$4,783	0.64619442% 0.04336007%	\$692,074	0.64619442%	\$834,642	0.64619442%	\$2,036,826	\$1,202,184	1.41371250%
Mendocino	89,476	0.228674171%	0.228674170%	0.22867417%	\$25,226	0.22867417%	\$25,226	0.22867417%	\$46,439	0.04336007%	\$56,005	0.04336007%	\$156,005	\$100,000	0,11759532%
Merced	287,303	0.734261425%	0.734261430%	0.73426143%	\$80,999	0.73426143%	\$80,999	0.73426143%	\$244,910 \$786,394	0.22867417%	\$295,362	0.22867417%	\$795,362	\$500,000	0.58797658%
Modoc	8,484	0.021682593%	0.021682590%	0.02168259%	\$2,392	0.02158259%	\$2,392	0.02168259%	\$23,222	0.73426143% 0.02168259%	\$948,391 \$28,006	0.73426143%	\$1,730,424	\$782,033	0.91963436%
Mono	12,861	0.032868909%	0.032868910%	0.03286891%	\$3,626	0.03286891%	\$3,626	0.03286891%	\$35,203	0.03286891%	\$42,454	0.02168259% 0.03286891%	\$228,006	\$200,000	0.23519063%
Monterey	437,614	1.118411849%	1.118411850%	1.11841185%	\$123,375	1.11841185%	\$123,375	1,11841185%	\$1,197,819	1.11841185%	\$1,444,570	1.11841185%	\$242,454 \$2,957,463	\$200,000	0.23519063%
Napa	135,029	0.345094155%	0.345094150%	0.34509415%	\$38,068	0.34509415%	\$38,068	0.34509415%	\$369,596	0.34509415%	\$445,733	0,34509415%	\$1,064,910	\$1,512,893 \$619,178	1.77909138%
Nevada Orange	100,177 3,150,835	0.256022759%	0.256022760%	0.25602276%	\$28,243	0.25602276%	\$28,243	0.25602276%	\$274,200	0,25602276%	\$330,686	0.25602276%	\$733,614	\$402,929	0.72812375% 0.47382527%
Placer	412,844	8.052601602%	8.052601600%	8.05260160%	\$888,307	8.05260160%	\$888,307	8.05260160%	\$8,624,336	8.05260160%	\$10,400,950	8.05260160%	\$16,048,081	\$5,647,131	6,64076202%
Plumas	18,841	1.055107061% 0.048152019%	1,055107060%	1,05510706%	\$116,392	1.05510706%	\$116,392	1.05510706%	\$1,130,020	1.05510706%	\$1,362,804	1.05510706%	\$2,284,467	\$921,664	1.08383337%
Riverside	2,442,378	6.241995216%	0.048152020% 6.241995220%	0.04815202%	\$5,312	0.04815202%	\$5,312	0,04815202%	\$51,571	0.04815202%	\$62,194	0.04815202%	\$262,194	\$200,000	0.23519063%
Sacramento	1,578,938	4.035298157%	4.035298160%	6.24199522% 4.03529816%	\$688,573	6,24199522%	\$688,573	6.24199522%	\$6,685,177	6.24199522%	\$8,062,323	6.24199522%	\$12,624,484	\$4,562,160	5.36488688%
San Benito	65,853	0.168300775%	0.168300780%	0.16830078%	\$445,146 \$18,566	4.03529816% 0.16830078%	\$445,146	4.03529816%	\$4,321,804	4.03529816%	\$5,212,096	4.03529816%	\$7,809,399	\$2,597,303	3.05430711%
San Bernardino	2,181,433	5.575097036%	5.575097040%	5.57509704%	\$615,006	5.57509704%	\$18,566	0.16830078%	\$180,250	0.16830078%	\$217,382	0.16830078%	\$517,382	\$300,000	0.35278595%
San Diego	3,291,101	8.411079979%	8.411079980%	8,41107998%	\$927,851	8.41107998%	\$615,006 \$927,851	5.57509704% 8,41107998%	\$5,970,929	5.57509704%	\$7,200,940	5.57509704%	\$11,221,944	\$4,021,003	4.72851147%
San Francisco	843,071	2.154639924%	2.154639920%	2.15463992%	\$237,685	2.15463992%	\$237,685	2.15463992%	\$9,008,267	8.41107998%	\$10,863,970	8.41107998%	\$16,358,369	\$5,494,399	6.46115597%
San Joaquin	791,408	2.022604588%	2.022604590%	2.02260459%	5223,120	2.02260459%	\$223,120	2,02260459%	\$2,307,619 \$2,166,210	2.15463992% 2.02260459%	\$2,782,989 \$2,612,449	2.15463992%	\$4,084,918	\$1,301,929	1.53100798%
San Luis Obispo	278,469	0.711684336%	0.711684340%	0.71168434%	\$78,508	0.71168434%	\$78,508	0.71168434%	\$762,214	0.71168434%	\$919,230	2.02260459% 0.71168434%	\$4,098,568	\$1,486,119	1.74760654%
San Mateo	741,565	1.895220634%	1.895220630%	1,89522063%	\$209,067	1.89522063%	\$209,067	1.89522063%	\$2,029,781	1.89522063%	\$2,447,916	1.89522063%	\$1,804,651	\$885,421	1.04121306%
Santa Barbara Santa Clara	443,623	1,133769074%	1.133769070%	1.13376907%	\$125,069	1.13376907%	\$125,069	1.13376907%	\$1,214,267	1,13376907%	\$1,464,406	1.13376907%	\$4,790,617 \$2,582,423	\$2,342,701	2,75490614%
Santa Cruz	1,903,198	4,864010735%	4.864010730%	4.86401073%	\$536,564	4.86401073%	\$536,564	4.86401073%	\$5,209,355	4.86401073%	\$6,282,483	4,86401073%	\$9,631,468	\$1,118,018 \$3,348,985	1,31473646%
Shasta	262,572 179,195	0.671056310%	0.671056310%	0.67105631%	\$74,026	0.67105631%	\$74,026	0.67105631%	\$718,701	0.67105631%	\$866,754	0.67105631%	\$1,463,573	\$596,819	3.93825005% 0.70183093%
Sierra	3,171	0.457969378%	0.457969380%	0.45796938%	\$50,520	0.45796938%	\$50,520	0.45796938%	\$490,485	0.45796938%	\$591,525	0.45796938%	\$1,035,707	\$444,182	0.52233669%
Siskiyou	43,409	0.008104137% 0.110940555%	0.008104140%	0.00810414%	\$894	0.00810414%	\$894	0.00810414%	\$8,680	0.00810414%	\$10,468	0.00810414%	\$210,468	\$200,000	0.23519063%
Solano	446,426	1.140932712%	0.110940550% 1.140932710%	0.11094055%	\$12,238	0.11094055%	\$12,238	0.11094055%	\$118,817	0.11094055%	\$143,294	0.11094055%	\$1,243,294	\$1,100,000	1.29354849%
Sonoma	478,152	1.222014977%	1.222014980%	1.14093271% 1.22201498%	\$125,860	1.14093271%	\$125,860	1.14093271%	\$1,221,939	1.14093271%	\$1,473,658	1.14093271%	\$2,504,995	\$1,031,337	1.21280405%
tanislaus	548,744	1.402427234%	1.402427230%	1.40242723%	\$134,804 \$154,706	1.22201498%	\$134,804	1.22201498%	\$1,308,778	1.22201498%	\$1,578,386	1.22201498%	\$2,850,419	\$1,272,032	1.49585056%
iutter	100,110	0.255851527%	0.255851530%	0.25585153%	\$154,706 \$28,224	1.40242723%	\$154,706	1.40242723%	\$1,502,000	1,40242723%	\$1,811,411	1.40242723%	\$3,125,535	\$1,314,124	1.54534806%
ehama	64,308	0.164352213%	0.164352210%	0.16435221%	\$18,130	0.25585153% 0.16435221%	\$28,224 \$18,130	0.25585153%	\$274,017	0.25585153%	\$330,464	0.25585153%	\$638,959	\$308,494	0.36277478%
rinity	15,915	0.040674029%	0.040674030%	0.04067403%	\$4,487	0.04067403%	\$18,130 \$4,487	0.16435221%	\$176,021	0.16435221%	\$212,282	0.16435221%	\$612,282	\$400,000	0.47038127%
ulare	478,918	1.223972647%	1.223972650%	1,22397265%	\$135,020	1,22397265%	\$135,020	0.04067403%	\$43,562	0.04067403%	\$52,536	0.04067403%	\$152,536	\$100,000	0.11759532%
uolumne	54,407	0.139048187%	0.139048190%	0,13904819%	\$15,339	0.13904819%	\$15,339	0,13904819%	\$1,310,875	1.22397265%	\$1,580,915	1.22397265%	\$2,720,789	\$1,139,874	1.34043815%
entura	823,863	2.105549962%	2.105549960%	2.10554996%	\$232,270	2.10554996%	\$232,270	0.13904819% 2.10554996%	\$148,921 \$2,255,044	0.13904819%	\$179,598	0.13904819%	\$379,598	\$200,000	0.23519063%
olo	221,666	0.566512682%	0.566512680%	0.56651268%	\$62,494	0,56651268%	\$62,494	0,56651268%	\$606,735	2.10554996% 0,56651268%	\$2,719,583	2,10554996%	\$4,318,924	\$1,599,341	1.88075036%
uba	83,721	0.213966094%	0.213966090%	0.21396609%	\$23,603	0,21396609%	\$23,603	0.21396609%	\$229,158	0.56651268%	\$731,723 \$276,364	0.56651268%	\$1,232,183	\$500,461	0.58851864%
otal	39,128,162	100,00000000% rcement breakdown by county ar	99.99999999%	100.000000000%	\$11,031,300	100.00000000%	\$11,031,300	100,00000000%	\$107,100,000	100.00000000%	\$129,162,600	0.21396609%	\$579,948 \$214,200,000	\$303,583 \$85,037,400	0,35699994%

# 2024-25 Enhancing Law Enforcement Activities Subaccount Citizens' Option for Public Safety Front-line Law Enforcement Allocation for 2024-25



	City/County Population Estimates 1/1/2024		City/County	Percent of Allocation by City/County
San Juan Bautista		2,032	\$100,000	0.117595329
Unincorporated		20,949	\$100,000	0.117595329
- Communication (Constitution	_			
San Bernardino	000 . 2	,181,433	\$4,021,003	
	000 • + _	36,131	\$100,000	
Apple Valley 2 1 1 4 9	773 . + _	74,322	\$114,773	
Big Bear Lake 3 1 0 0 3	000. + -	24,669	\$100,000	
	ACTION TO SERVE AND ACTION ACTION AND ACTION AND ACTION AND ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION ACTI	4,958	\$100,000	
Chino (4) 100,	000 • + _	92,585	\$142,976	The state of the s
Chino Hills Colton	976 • + -	76,414	\$118,004	
	_	52,778	\$100,000	
Grand Terrace 6 1 18 9	004 • + _	214,223	\$330,818	
Hesperia 7 100 a	0000 + -	12,771	\$100,000 \$154,561	
	and the latest the same	55,676	\$100,000	
Loma Linda 8 3 3 0 9	818 - + _	24,965	\$100,000	
Montclair (9) 100,	000 - + -	37,211	\$100,000	
	561. + _	4,769	\$100,000	
Ontario		181,224	\$279,859	
Rancho Cucamonga 100 ,	000 • + -	173,316	\$267,647	
	000. + _	72,696	\$112,262	0.132015169
Pialto	Anna and Ann	103,097	\$159,210	
San Bernardino (3) 100,	000 • + -	226,541	\$349,841	
Twentynine Palms 100 ;	000 • +	25,346	\$100,000	0.117595329
Unland	CONTRACT AND	78,285	\$120,893	
Victorville 279 »	859 • + —	138,202	\$213,421	
Yucaipa (16) 267 »	647. + -	53,810	\$100,000	
Vivere Veller	All control of the co	21,594	\$100,000	
Unincorporated	262 • + —	295,763	\$456,738	
(8) 159,	210 • +			
Carlsbad (9) 349,	841. + 3	291,101	\$5,494,399	6.461156019
	0.000.000.000	114,319	\$176,539	0.20760209%
Chula Vista (29 100)	000 • + _	278,247	\$429,689	0.50529359%
Coronado 120 »	893. + -	21,589	\$100,000	0.11759532%
Del Mar		3,919	\$100,000	0.11759532%
El Cajon 213,	421. + _	104,180	\$160,882	0.18918977%
Encinitas (-3) 1 0 0 9	000 . +	61,028	\$100,000	0.11759532%
Imperial Beach 100,	000 - + -	150,002	\$231,644	0.272402049
	265 67	26,096	\$100,000	0.117595329
La Mesa 25 4 5 6 2	738 • +	60,620	\$100,000	0.117595329
Lemon Grove	003.6+	27,568	\$100,000	0.117595329
National City  Oceanside		58,555	\$100,000	0.117595329
	-	171,483	\$264,816 \$100,000	0.311411319
Poway San Diego	-1	49,273 385,379	\$100,000 \$2,139,399	0,117595329 2,515833549
San Marcos	1 1	95,998	\$2,139,399	0.174331359
Santee		59,195	\$100,000	0.117595329
Solana Beach	+	12,887	\$100,000	0.117595329
Vista	-	99,723	\$153,999	0.181095919
Unincorporated		511,040	\$789,184	0.928043219
San Francisco		843,071	\$1,301,929	1.53100798%
San Joaquin	-	791,408	\$1,486,119	1.74760657%
Escalon	+	7,249	\$100,000	0.117595329
Lathrop		37,033	\$100,000	0.117595327
	1	66,492	\$102,682	0.120748779
Logi				0.120140117
Lodi Manteca		90,917	\$140,400	0.165104319

# MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

## **SUBJECT**

Federal Asset Forfeiture – Purchase of a Side-by-Side Vehicle.

# **RECOMMENDATION**

1) Establish a Federal Grant Number G4257; 2) appropriate \$47,195.95 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Side-by-Side vehicle; 3) increase the Asset Forfeiture revenue by \$47,195.95; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

# **FISCAL IMPACT**

These purchases require an appropriation of expenditures and revenue in the amounts of \$47,195.95 from the unappropriated reserves of the Federal Asset Forfeiture/Department of Justice Fund balance. There is sufficient fund balance for this appropriation.

# 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:

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

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

TITLE: FEDERAL ASSET FORFEITURE - PURCHASE OF A SIDE-BY-SIDE VEHICLE.

PAGE: 2

# **BACKGROUND**

For several years, the Chino Police Department has participated in federal investigations and prosecutions that have resulted in forfeitures. As a result, the City receives an equitable share of the net proceeds from these forfeitures. These funds are strictly designated for law enforcement purposes and must be used to supplement the Department's resources rather than replace them.

# **ISSUES/ANALYSIS**

Side-by-side vehicles provide versatile capabilities that support the changing demands of law enforcement. The Chino Police Department currently uses a Honda Pioneer, purchased in 2018. However, this model is primarily intended for utility tasks, such as material transport in agricultural environment.

Advancements in side-by-side vehicle technology have led to models with significantly improved comfort and performance, including enclosed cabs with full-size doors, power windows, and HVAC systems for heating and air conditioning. These enhancements would allow officers to operate the vehicle in off-road and wash areas during adverse weather conditions while remaining clean and dry. The superior performance and comfort of these newer models would greatly increase the utility of the vehicle for the Department.

The proposed side-by-side vehicle would be deployed by the Chino Police Department's Quality-of-Life Team. This team conducts searches for homeless encampments and locates individuals in need in areas such as flood washes and freeway embankments; areas inaccessible by patrol vehicles and impractical to enter on foot. The Quality-of-Life Team connects those in need with vital resources, such as long-term rehabilitation programs and housing. The use of this vehicle would enhance their ability to locate and safely engage with the unhoused population and provide these essential services.

Additionally, this vehicle would be utilized during community engagement events, including the 4th of July Fireworks Spectacular, Corn Feed Car Show, Run 4 Russ 5K, Youth Christmas Parade and Fair, and other large-scale gatherings like concerts in the park or events at Prado Regional Park. Its unique capabilities would make it a valuable asset in serving the community effectively.

Staff obtained three competitive bids for this vehicle, with the most cost-effective quote coming from Bert's MegaMall. They offered a fully equipped Can-Am Defender Max Limited for \$37,902.63. This model features four doors, two bench seats (accommodating four officers and their equipment), power windows, a flip-up front windshield for easy communication, a large dump bed for carrying equipment, and a front bumper winch for remote-area operations. An additional cost of \$9,293.32 will be required to equip the vehicle with emergency lighting from 10-8 Retrofit.

Staff requests that the City Council approve the use of asset forfeiture funds for the purchase of the Can-Am Defender Max Limited and associated equipment, totaling \$47,195.95, inclusive of tax.

By investing in this vehicle, the Chino Police Department will be better equipped to locate and assist those in need to further engage with the community.

TITLE: FEDERAL ASSET FORFEITURE - PURCHASE OF A SIDE-BY-SIDE VEHICLE.

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Attachment: Quotes



1151 N. AZUSA AVENUE COVINA, CA 91722 (626) 974-6600 • FAX (626) 974-5280 www.bertsmegamall.com

# SALES AGREEMENT

GIOVANNI PEREZ

Lienholder: NONE N/A N/A N/A N/A

# HONDA SUZUKI SEC-200 Kawasaki DUCATI YAMAHA

PURCHASE	R				HOME PHONE	BUS. PHONE	DATE
STREET					CITY/STATE/ZIP		
-	DE	SCRIPTIO	N OF PUF	CHASE			SALE PRICE
NEW USED	<b>YEAR</b> 2025	MAKE CAN-2	AM	MODEL 6MSCDEFMAXLT	· ·DBASEIPRICE		33,499.0
SERIAL NO. JBUUAX	26SK00	0991	ENGINE N	iO.	*ADM		1,212.9
COLOR AVY			STOCK N	<b>o.</b> 40585	DOCUMENT FEES		85.0
□ NEW □ USED	YEAR	MAKE		MODEL	ACCESSORIES		0.0
SERIAL NO.		<u>.</u>	ENGINE N	10.	F&I ACC.		0.0
COLOR			STOCK N	ο.	SUBTOTAL		34,796.9
□ NEW	YEAR	MAKE	<del>'</del>	MODEL	SALES TAX		3,044.7
SERIAL NO.			ENGINE N	IO.	TIRE RECYCLING	FEE	7.0
COLOR STOCK NO.			DMV / Electronic f	Filing Fee	54.C N/		
CASH CHECK CC FINANCE  ACCESSORIES					GAP		0.0
					INSURANCE		0.0
					WARRANTY	,,,	0.0
					OTHER Road Hazar	rd and/or Del Fees	0.0
		DESCRIPT	ION OF T	RADE	ACCESSORY INST		0.0
<b>YEAR</b>	MAKE			MODEL	TOTAL CASH PRIC	E	37,902.6
SERIAL NO.		ENGINE NO.		TRADE-IN ALLOWANCE		0.0	
TITLE NO.		LICENSE NO.		LESS BALANCE OWED		0.0	
COLOR		MILEAGE		NET TRADE-IN ALLOWANCE		0.0	
LIENHOLDER ADDRESS			REBATE		0.0		
*ADM includes but is not limited to freight, assembly, service,			Tht assembly service	DOWN PAYMENT	/1	0.0	
dealer ins	surance, p			looring, & other costs	TOTAL CREDITS		0.0
where ap	piicable.				BALANCE DUE		37,902.6

# THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or you wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

Buyer's Signature	Witness

Form 857



# **DEAL SUMMARY**

Chaparral Motorsports • 555 South "H" Street, San Bernardino, CA 92410 • 909-889-2761 • FAX 909-884-3183

BUYER			HOME PHONE	BUS. PHONE	DATE	
CHINO POLICE D	EPT		HOME PHONE	BUS. PHONE	DATE	
00 00 12	5500					
STREET		- 100 - 100-	CITY/STATE/ZIP			
5450 GUARDIAN		OF PURCHASE	CHINO, CA 91710		SALE PRICE	
NEW YEAR	MAKE	MODEL	Vol. Samuel Vol.			
□ USED 2024	CAN-AM DEF MAX LTD 65 HD10 RD CALI 24 BASE PRICE			32,999.00		
SERIAL NO. 3JBUUAX2XRK00	RIAL NO. ENGINE NO.  JBUUAX2XRK000390			TION/ FREIGHT	3,994.00	
COLOR FIERY RED		STOCK NO. 000390	DOCUMENT FEES		85.00	
	1100 12		ACCESSORIES		0.00	
			SUBTOTAL		37,078.00	
			SALES TAX	2,873.55		
			GIFT CARD	0.00		
			DELIVERY		0.00	
			DMV		54.00	
O CASH C	1755	□ CC □ FINANCE	ELECTRONIC PRO	ELECTRONIC PROCESSING FEE		
SEE RECEIPT	ACCES	SSORIES	TIRE FEE (CA)	7.00		
JLE NECENT			WARRANTY	0.00		
		Part White	INSURANCE/GAP	0.00		
			BATTERY PROTE	CTION	0.00	
	DESCRIPTION	ON OF TRADE	GPS		0.00	
YEAR MAKE	-	MODEL	TOTAL CASH PRIC	E	40,045.55	
SERIAL NO. ENGINE NO.		TRADE-IN ALLOWA	TRADE-IN ALLOWANCE			
TITLE NO. LICENSE NO.		LESS BALANCE OWED		0.00		
COLOR		MILEAGE	NET TRADE-IN ALL	LOWANCE	0.00	
LIENHOLDER ADDRESS			REBATE		0.00	
			DOWN PAYMENT		0.00	
			TOTAL CREDITS		0.00	
			BALANCE DUE		40,045.55	



ONTARIO CA 91762 909 988-8988 Buyer's Order

CHINO POLICE DEPT.

Date: 04/18/2024 Deal No.: 45289

Salesperson: JUVE OSPINA-PEREZ -S012174

Lienholder: NONE,

Email: KBAAS@CHINOPD.ORG

CHINO CA 91710 H 909-334-3001 W 909-334-3148 C

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

# **Unit Information**

New/U	Year	Make	Model	Serial No.	Stock No.	MSRP(Incl factory options
New	2024	CAN-AM	DEFENDERMAXLTDHD	3JBUUAX25RK000359	BR23214	\$32,999.00
				•		
/iles0						
Options	11					
				Dealer Unit Pri		\$32,999.00
				Factory Option		\$0.00
				Added Access Freight	ones	\$0.00 \$1,295.00
				Additional Dea	ler Markun	\$2,950.00
				Document Fee		\$65.00
				Taxable Subto		\$37,309.00
			34	Sales Tax		\$2,891.45
					egistration Fee	
				Acquisition Fee Tire Fees-\$1.7	)	\$0.00 \$7.00
						*
				Cash Price		\$40,261.45
				Trade Allowand	ce	\$0.00
				Payoff Net Trade		\$0.00 \$0.00
					Price - Net Trade	
				11.000.00		
				Down Paymen		\$0.00
Votes:				Amount to Pa	y/Finance	\$40,261.45
<b>.</b>						
rade Ir	nformati	on				

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

"With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Dealer Signature

Customer Signature \_\_\_\_\_

Hank You for Your Business!

# MEMORANDUM CITY OF CHINO PUBLIC WORKS DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

## **SUBJECT**

Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a Municipal Corporation; Chino Development Corporation, a California Corporation; and TH The Preserve Chino LLC, a California Limited Liability Company.

## **RECOMMENDATION**

1) Approve an Assumption and Partial Assignment of the Preserve Development Agreement between the City of Chino, a municipal corporation; Chino Development Corporation, a California corporation; and TH The Preserve Chino LLC, a California limited liability company; and 2) authorize the City Manager to execute all documents on behalf of the City.

# **FISCAL IMPACT**

There is no direct fiscal impact to the City of Chino.

# 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:

Public Service Excellence through Internal and External Partnerships

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.

TITLE: ASSUMPTION AND PARTIAL ASSIGNMENT OF THE PRESERVE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHINO, A MUNICIPAL CORPORATION; CHINO DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION; AND TH THE PRESERVE CHINO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

PAGE: 2

# **BACKGROUND**

In 2004, the City of Chino ("City") entered into a Development Agreement ("DA") with three entities of the Lewis Management Corporation known as Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company, LLC (collectively referred to as "Lewis Companies"). The DA was entered into to help guide the orderly development of The Preserve, which was envisioned as a master-planned residential and commercial community. Additionally, the DA set the terms and conditions of development on property owned by Lewis and established the rights and obligations of the developer and the City during development.

On June 6, 2023, the City Council approved an amended and restated DA to incorporate current terms and conditions to ensure responsible Long-Range Planning and Fiscal Stability through build-out of the Preserve Specific Plan area.

Recently, Chino Preserve Development Corporation sold Tract Map No. 20446 to TH The Preserve Chino LLC (also known as Trumark). Trumark will take over the remaining work for this tract that was going to be completed by Chino Preserve Development Corporation. This transition required a new Subdivision Improvement Agreement and securities, which was approved by the City Council on October 1, 2024.

# **ISSUES/ANALYSIS**

Per the terms of the DA, the Lewis Companies have the right to sell, transfer or assign property in whole or in part pending the transfer does not violate the provisions of the Subdivision Map Act - Government Code Section 66410 or Title 19 of the Chino Municipal Code.

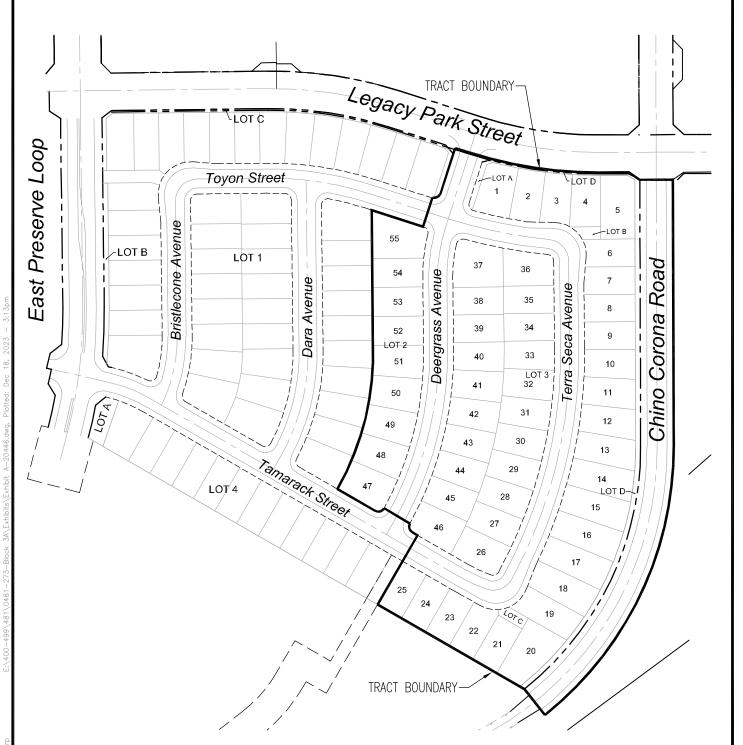
Lewis Companies approached the City to request the approval of a Partial Assignment and Assumption Agreement with the purchaser, TH The Preserve Chino LLC for the acquisition of certain property as depicted in Exhibit A. Because this property is covered by the existing DA, it is necessary for the City Council to provide its consent to the Partial Assignment and Assumption Agreement ("Assignment") as outlined in Exhibit B.

Lewis Companies is selling the said property in accordance with the terms and conditions set forth in the Sale Agreement between TH The Preserve Chino LLC, and Chino Preserve Development Corporation (CPDC). The proposed Assignment requires the City to release CPDC from obligations under the Preserve DA as to the property covered by the Assignment. Staff is not aware of any outstanding issues that would prevent that release. Therefore, it is staff's recommendation that the City Council approve the Assignment of the Preserve DA between the City of Chino, CPDC, and TH The Preserve Chino LLC, a California limited liability company.

Attachments: Exhibit A - Location Map Tract Map No. 20446

Exhibit B - Partial Assignment of the Preserve Development Agreement

# Exhibit "A" Tract Map No. 20446



\*This illustration is to show the general location of the partial assignment. The partial assignment may or may not include the entire tract boundary area.



10390 Commerce Center Drive Suite 250

Rancho Cucamonga, California 91730

Phone: (909) 945-0526 Fax: (909) 945-0529

500

250'

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Chino Preserve Development Corporation c/o Lewis Management Corp.
Attn: Legal Department (WBF)
P. O. Box 670
Upland, CA 91785-0670
1156 North Mountain Avenue
Upland, CA 91786

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

### **RECITALS**

- A. Assignor, and its affiliates, Chino Holding Company, LLC, a Delaware limited liability company, and Chino Development Corporation, a California corporation, and the City of Chino, a California municipal corporation ("City"), are parties to that certain Amended and Restated Development Agreement entered into as of June 20, 2023 and recorded on July 26, 2023 as Document No. 2023-0182285 in the Official Records of the County Recorder of San Bernardino County, California (the "Official Records") (as such agreement may be further amended from time to time, the "Development Agreement").
- B. Assignee has or will purchase from Assignor that certain real property identified on <a href="Exhibit "A""><u>Exhibit "A"</u></a> attached hereto (the "*Property*") in accordance with the terms of that certain Purchase and Sale Agreement dated March 1, 2024, between Assignor and Trumark Properties, LLC, a California limited liability company ("*Trumark Properties*") (the "*Purchase Agreement*"), as assigned by Trumark Properties to Assignee pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated October 8, 2024. This Agreement shall be effective as of the later of (i) the date that the grant deed conveying the Property to Assignee is recorded in the Official Records and (ii) the date that this Agreement is recorded in the Official Records (the "*Effective Date*").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. <u>Assignment of Rights</u>. Except for the "*Excluded Rights and Obligations*" listed in **Schedule 1** which shall remain the rights and obligations of Assignor, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's rights, title, interests, and obligations to, in and under the Development Agreement arising from and after the Effective Date solely with respect to the Property. This Agreement is only intended to assign those rights and obligations of Assignor under the Development Agreement which concern the Property and

does not assign any rights or obligations under the Development Agreement with regards to any of the other land described in the Development Agreement. Assignor makes no representation or warranties, express or implied, concerning the Development Agreement, except as provided herein.

- 2. <u>Assumption of Responsibilities</u>. Assignee does hereby expressly and unconditionally agree to assume all of Assignor's rights, title and interests to, in and under the Development Agreement as well as all responsibilities, liabilities and obligations under the Development Agreement, in each case solely to the extent arising from and after the Effective Date and solely to the extent relating to the Property, except for the Excluded Rights and Obligations. Assignee shall not be responsible for any default by Assignor with regards to the Property under the Development Agreement prior to the Effective Date.
- 3. <u>Confirmatory Acts, Instruments</u>. Each party hereby covenants to the other party that it will, at any time and from time to time, upon written request therefor, execute and deliver to such other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which such party, its nominees, successors, and/or assigns may reasonably request in order to fully transfer to such other party all rights and obligations of Assignor intended to be transferred and assigned hereby.
- 4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of all the parties.
- 5. <u>Effectivity and Amendments</u>. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall be effective upon the Effective Date.
- 6. <u>Severability</u>. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 7. <u>Indemnity</u>. Assignee shall indemnify, defend and hold harmless Assignor, its affiliated entities and persons, and their respective members, partners, officers, directors, shareholders and employees from any claims, demands, loss, liability, damages, costs or expenses (including attorneys' fees) made against or suffered by Assignor with regard to any breach by Assignee of the Development Agreement from and after the Effective Date.
- 8. <u>Attorneys' Fees.</u> In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation, or advice in such action or proceeding.
- 9. <u>Notice</u>. The Notice Address described in the Development Agreement for the Assignee shall be:

If to Assignee: Attention: Mike McGinn

TH The Preserve Chino LLC 450 Newport Center Dr., Ste. 300

Newport Beach, CA 92660 Telephone: (949) 999-9804

Email: mmcginn@trumarkco.com

with a copy to: Attention: Josh Taylor, Esq.

Trumark

3001 Bishop Dr., Ste. 100 San Ramon, CA 94583 Telephone: (925) 999-3968 Email: jtaylor@trumarkco.com

- 10. <u>Representation</u>. Assignor represents and warrants to Assignee that the Development Agreement is in full force and effect, that Assignor is not in breach or default thereof, and that to the actual knowledge of Assignor, no event has occurred that with the passage of time or giving of notice would constitute a default or breach of the Development Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts which together shall constitute the Agreement.

[Signatures Appear on Following Pages]

"Ass	signor"	"Assignee"	
COR a Ca By:_ Nam	NO PRESERVE DEVELOPMENT RPORATION, Ilifornia corporation  The: John M. Goodman The: Senior EVP/CEO	TH THE PRESERVE CHINO LLC a California limited liability compar  By: Name: Richard P. Douglass Title: Authorized Agent	•
	NO DEVELOPMENT CORPORATION,		
Nam	e: John M. Goodman : Senior EVP/CEO	-	
	NO HOLDING COMPANY, LLC, slaware limited liability company		
Ву:	North Mountain Corporation, a California corporation, its Sole Manager		
	By:	-	

Pursuant to Section 12.2 of the Development Agreement, City hereby approves of this Partial Assignment and Assumption of Development Agreement and acknowledges that Assignor, upon actual transfer of ownership, will have satisfied the conditions to the release of a transferring Owner set forth in Section 12.2 of the Development Agreement, and shall be released from its obligations under the Development Agreement (other than the Excluded Rights and Obligations) arising from and after the Effective Date and solely with respect to the Property.

READ AND APPROVED:	APPROVED AS TO LEGAL FORM:
City of Chino, a California municipal corporation	
By:	ATTEST:
Name:	

[NOTE: THIS PAGE NOT TO BE RECORDED]

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

STATE OF
COUNTY OF
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF COUNTY OF
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
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COUNTY OF
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WITNESS my hand and official seal.
Signature (Seal)
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF COUNTY OF
On, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)

# SCHEDULE 1 OF PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT EXCLUDED RIGHTS AND OBLIGATIONS

# **Excluded Obligations:**

All obligations except those which concern any Buyer Improvements (as defined in the Purchase Agreement) or Assignee's construction of Residences (as defined in the Purchase Agreement) on the Property.

# **Excluded Rights:**

All rights except those set forth in Sections 2 and 4 of the Development Agreement which provide vested rights for the development of the Property.

# EXHIBIT A TO PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 55 AND LETTERED LOTS B AND C OF TRACT NO. 20446, AS SHOWN BY MAP ON FILE IN BOOK 368, PAGES 9 THROUGH 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

2165-128767\1626366.4

# MEMORANDUM CITY OF CHINO PUBLIC WORKS DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

## **SUBJECT**

Acceptance of Right of Way Dedication – East Preserve Loop and Main Street (Chino Preserve Development Corporation).

# **RECOMMENDATION**

Accept the offer of right-of-way dedication for public street and utility purposes on East Preserve Loop from the southerly boundary of Tract 20446 to Main Street and Main Street from East Preserve Loop to Chino Corona Road.

# **FISCAL IMPACT**

There is no direct fiscal impact to the City of Chino.

# 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:

- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

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.

TITLE: ACCEPTANCE OF RIGHT OF WAY DEDICATION - EAST PRESERVE LOOP AND

MAIN STREET (CHINO PRESERVE DEVELOPMENT CORPORATION).

PAGE: 2

# **BACKGROUND**

On February 13, 2008, the Planning Commission approved an "A" level Master Site Approval (MSA No. 2006-02) and Tentative Tract Map (TTM 16420) to subdivide 522 acres of land that established large parcels and the backbone street system for future development for the South of Pine master plan area. In February 2022, the Planning Commission approved modifications to both MSA 2006-02 and TTM 16420, modifying the underlying conditions of approval and rectifying the inconsistencies between the MSA and TTM that resulted when The Preserve Specific Plan (PSP) was updated in 2021.

On September 19, 2022, the Planning Commission approved PL21-0045 (MSA) and PL21-0057 (TTM 20446) for Block 3 of the South of Pine master plan area to further master plan a portion of the South of Pine master plan and subdivide 21.9 acres of land into 114 lots for future single-family residential development.

Chino Preserve Development Corporation ("Lewis") plans to energize the Block 3 project site from an existing power pole on Chino Corona Road near Main Street. To move forward, Southern California Edison requires Lewis to install their dry utility conduit within City Right-of-Way. Since part of the conduit will be on Lewis's private property, they will need to dedicate a portion of their land to the City for public street and utility use. Lewis has already executed the necessary dedication documents, which have been reviewed and approved by the Public Works Engineering staff (Exhibit B).

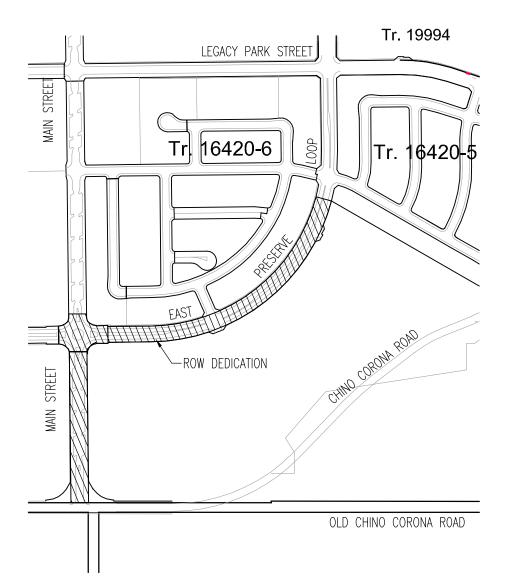
# **ISSUES/ANALYSIS**

The area to be dedicated is part of the ultimate right-of-way for East Preserve Loop and Main Street. The right-of-way dedication area exceeds one acre, necessitating City Council acceptance through either resolution or minute action, in accordance with the San Bernardino County Recorder's guidelines.

Attachments: Exhibit A – Area of Improvements

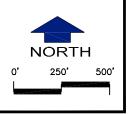
Exhibit B – Right of Way Dedication

# **EXHIBIT A**





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



# City of Chino Public Works Department P.O. Box 667 Chino, CA 91708 AND WHEN RECORDED MAIL TO City Clerk City of Chino P.O. Box 667 Chino, CA 91708 Exempt from recording fees according to SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fees according to Government Code Section No. 27383
Transfer Tax: \$0

# **DEED OF RIGHT-OF-WAY**

CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

# CHINO PRESERVE DEVELOPMENT CORPORATION

GRANTOR(S)

grants to the City of Chino, a political subdivision of the State of California, for public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), a right-of-way and easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California, described as follows:

# SEE ATTACHED EXHIBIT A AND EXHIBIT B

SIGNATURE(S) OF GRANTOR	(S): NOTE: S	SIGNATURES MUST BE NOT	ARIZED
FULL NAME OF CORPORATIO	N: CHINO PRESER	RVE DEVELOPMENT CORPORATION	ON
BY: <u>BRYAN GOODMAN, AUT</u> Type Full Name and Title	HORIZED AGENT	Signature	10/9/2024 Date
BY: Type Full name and Title		/ Signature	Date
BY:Type Full Name and Title		Signature	Date
	y accepted by order o	reyed by the within instrument to the f the City Council, and the grantee	
DTT: none NATALII	E GONZAGA, CITY CL	ERK DATI	

# **EXHIBIT A**

# EASEMENT LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 17427 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 213, PAGES 52 THROUGH 53, OF PARCEL MAPS, RECORDS OF SAID COUNTY AND A PORTION OF GOVERNMENT LOTS 5 AND 11, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON RECORD OF SURVEY 02-059, FILED IN BOOK 118, PAGES 96 THROUGH 101 OF RECORD OF SURVEYS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **PARCEL A**

BEING A STRIP OF LAND, 92.00 FEET IN WIDTH, LYING 46.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE SOUTH 1/4 CORNER OF SAID SECTION 33 AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF CHINO-CORONA ROAD;

THENCE NORTH 89°57'53" WEST ALONG THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND THE CENTERLINE OF CHINO-CORONA ROAD, 995.63 FEET;

THENCE NORTH 00°40'58" WEST, 25.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF CHINO-CORONA ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°40'58" WEST, 785.82 FEET TO A POINT HERAFTER REFERRED TO AS "POINT A" AND THE TERMINUS OF SAID STRIP.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP ARE TO BE SHORTENED OR PROLONGED SO AS TO TERMINATE AT SAID NORTHERLY RIGHT OF WAY OF CHINO-CORONA ROAD.

CONTAINING 72,295 SQUARE FEET (1.66 ACRES) MORE OR LESS.

# PARCEL B

**BEGINNING** AT THE AFOREMENTIONED "POINT A";

THENCE SOUTH 89°19'02" WEST, 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 89°19'02" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°28'01" AN ARC DISTANCE OF 13.73 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 59.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 57°51'01" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°31'59" AN ARC DISTANCE OF 60.27 FEET, A RADIAL LINE THERETO BEARS NORTH 00°40'58" WEST:

THENCE NORTH 00°40'58" WEST ALONG SAID RADIAL LINE, 93.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 62.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 00°40'58" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°36'30" AN ARC DISTANCE OF 55.85 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 52°17'28" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°23'30" AN ARC DISTANCE OF 16.75 FEET

THENCE NORTH 00°40'58" WEST, 22,98 FEET:

THENCE NORTH 89°19'02" EAST, 92.00 FEET;

THENCE SOUTH 00°40'58" EAST, 22.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°23'30" AN ARC DISTANCE OF 16.75 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 62.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 50°55'32" WEST:

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°36'30" AN ARC DISTANCE OF 55.85 FEET:

THENCE NORTH 89°19'02" EAST, 56.00 FEET;

THENCE SOUTH 00°40'58" EAST, 93.00 FEET;

THENCE SOUTH 89°19'02" WEST, 56.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 59.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°31'59" AN ARC DISTANCE OF 60.27 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 59°12'56" WEST:

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°28'01" AN ARC DISTANCE OF 13.73 FEET;

THENCE SOUTH 89°19'02" WEST, 46.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,377 SQUARE FEET (0.81 ACRES) MORE OR LESS.

### PARCEL C

BEING A STRIP OF LAND, 83.00 FEET IN WIDTH, LYING 40.00 FEET NORTHWESTERLY AND 43.00 FEET SOUTHEASTERLY OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED "POINT A";

THENCE NORTH 00°40'58" WEST, 89.25 FEET;

THENCE NORTH 89°19'02" EAST, 156.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°19'02" EAST, 224.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 940.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°38'22" AN ARC DISTANCE OF 1224.54 FEET TO THE SOUTHERLY LINE OF TRACT NO. 16420-5, M.B. 367/41-45 AND THE TERMINUS OF SAID STRIP.

CONTAINING 120,399 SQUARE FEET (2.76 ACRES) MORE OR LESS.

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO ALL EXISTING CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATION, AND RIGHTS OF WAY OF RECORD, IF ANY.

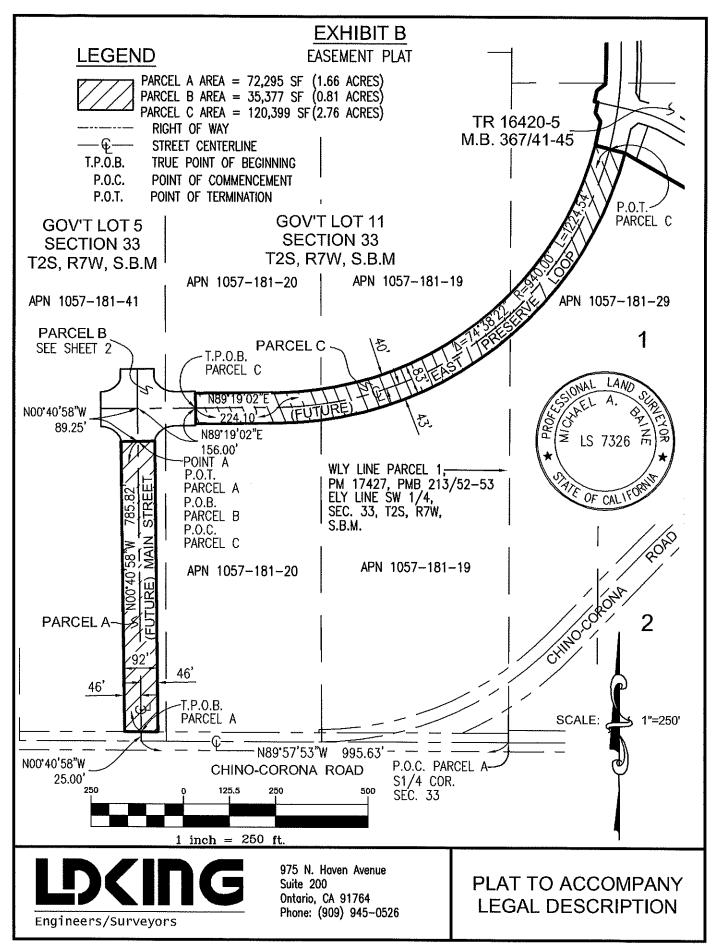
APNS 1057-181-19, 20, 29 AND 41

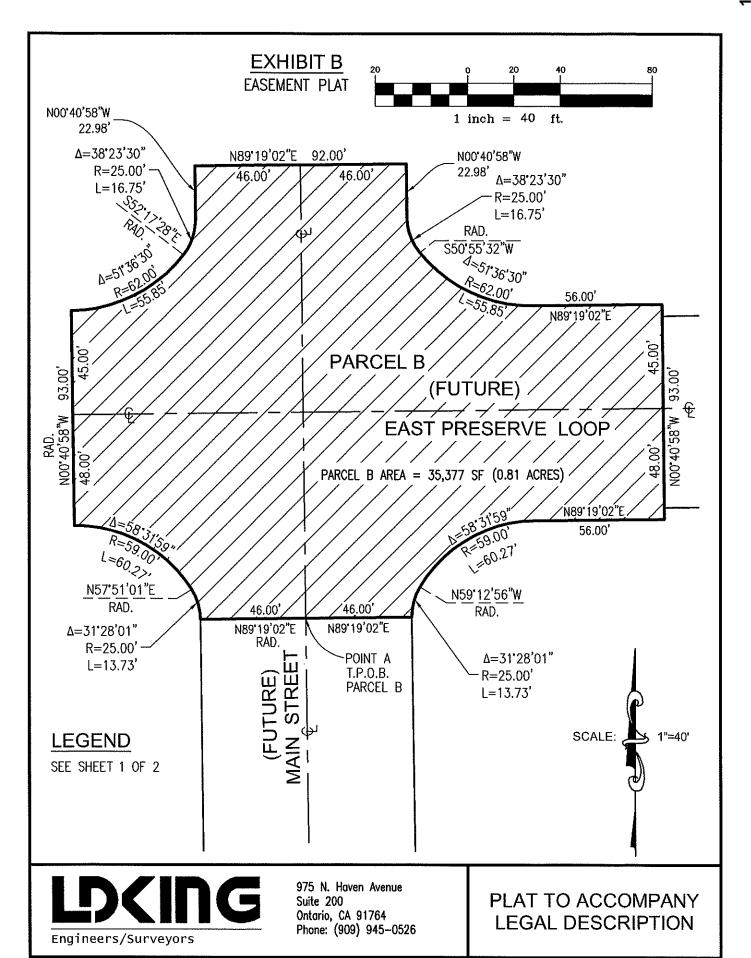
PREPARED BY ME OR UNDER MY DIRECTION

October 8, 2024

MICHAEL A. BAINE, P.L.S.

DATE





# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.  State of California	Valatatatatatatatatatatatatatatatatatata	avavavavavavavavavavavavavavavavavavav					
County of San Bernardino  On October 9, 2024   before me, Lacie Vick, Notary  Date   Here Insert Name and Title of the Officer  personally appeared Bryan Goodman  Name(s) of Signer(s)  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document Title or Type of Document: Deed of Right-of-Way Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Byyan Goodman  Signer's Name: Signer Officer — Title(s):							
Date Bryan Goodman  Name(s) of Signer(s)  Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document:  Description of A	County of San Bernardino )	Est. Natawa					
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized dapacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document:  Description of Attached Document:  Description of Attached Document:  Signer's Name:  Signer's Name:  Signer's Name:  Signer's Name:  Place Notary Seal Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Partner —   Limited   General   Partner —   Limited   General   Individual   Attorney in Fact   Trustee   Guardian or Conservator   Other:  Other:  Other:  Other:  Authorized Agent  Picate (apacity(ies) whose name(s) is vice and acknowledged to me that het he/she/they executed the same in dacknowledged to me that het/she/they executed the same in dacknowledged to me that het/she/they executed the same in dacknowledged to me that het/she/they executed the same in dacknowledged to me that het/she/they excuted the same in dacknowledged to me that het/she/they executed the same in dacknowled the purchase) same instrument in the first purchase in the person(s) acted, executed the instrument in the he/she/they executed the same in the subrevine(s) of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Portner  Number of Pages: 6  Signer's Name:  Corporate Officer — Title(s):    Corporate Officer — Title(s):   Corporate Officer — Title(s):   Guardian or Conse							
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document: Deed of Right-of-Way  Document Date: Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer(s)  Signer's Name: Byvan Goodman  Corporate Officer — Title(s):   Corporate Officer — Title(s)		Here Insert Name and Title of the Officer					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document: Deed of Right-of-Way  Document Date: Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Bayan Goodman	personally appeared Bryan Goodman						
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature of Notary Public  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Description of Attached Document  Title or Type of Document:  Description Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Signer's Name:  Signer's Name:  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:  Individual Other:  Individual Other:  J certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature OPTIONAL  NITNESS my hand and official seal.  Signature of Notary Public  Signature of Nota		Name(s) of Signer(s)					
of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature of Notary Public  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document: Deed of Right-of-Way  Document Date: Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Bryan Goodman Signer's Name: Corporate Officer — Title(s): Corporate Officer — Corporate Officer — Title(s): Corporate Officer — Corporate	subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his	edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s),					
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document: Deed of Right-of-Way  Document Date: Number of Pages: 6  Signer(s) Other Than Named Above: Signer(s)  Capacity(ies) Claimed by Signer(s)  Signer's Name: Bryan Goodman Signer's Name: Corporate Officer — Title(s): Corporate Officer — Title(s): Individual Attorney in Fact Individual Attorney in Fact Guardian or Conservator  Other: Authorized Agent Other: Authorized Agent	LACIE VICK Notary Public - California San Bernardino County Commission # 2421003	of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature					
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Signer's Name: Bryan Goodman Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator  Guardian or Conservator  Other: Authorized Agent  Signer's Name:  Partner — Limited General Individual Attorney in Fact Individual Guardian or Conservator  Other: Other:	Title or Type of Document: Deed of Right-of-Way Document Date:	Number of Pages: 6					
	Signer's Name: Bryan Goodman  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator  Other: Authorized Agent  Signer Is Representing: Chino Preserve Development Corp.	□ Corporate Officer — Title(s):      □ Partner — □ Limited □ General     □ Individual □ Attorney in Fact     □ Trustee □ Guardian or Conservator     □ Other:  Signer Is Representing:					

# MEMORANDUM CITY OF CHINO PUBLIC WORKS DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

## **SUBJECT**

Final Acceptance of Public Improvements for Parcel Map No. 19756 for the Altitude Business Center Located South of Kimball Avenue on the East and West Sides of Quality Way.

# **RECOMMENDATION**

1) Accept public improvements as complete for Parcel Map No. 19756; 2) authorize the release of the performance bond and initiate the warranty bond period; 3) approve an amendment to the Subdivision Improvement Agreement for Parcel Map No. 19756 to extend the warranty period by an additional two years, totaling three years, for the storm drain pump and pavement on Quality Way and Bickmore Avenue; 4) approve a Public Improvement Agreement with Richland Ventures, Inc. for the Kimball Avenue Median Landscape; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

# **FISCAL IMPACT**

There is no current fiscal impact to the City at this time by accepting the improvements for Parcel Map No. 19756, due the one year warranty bond period, and an additional two years being requested.

# 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:

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

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.

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP NO. 19756 FOR THE ALTITUDE BUSINESS CENTER LOCATED SOUTH OF KIMBALL AVENUE ON THE EAST AND WEST SIDES OF QUALITY WAY.

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# **BACKGROUND**

Parcel Map 19756, as presented by Richland Ventures, Inc. ("Richland") initially consisted of a 1.2 million- square foot light industrial business center located on 72.77 acres of land within the Airport Related (AR) land-use designation of The Preserve Specific Plan. This project is generally located in The Preserve on the east and west sides of Quality Way (formerly Mayhew Avenue), between Kimball and Bickmore Avenues (Exhibit A). Tentative Parcel Map No. 19756, processed by Richland Communities, was conditionally approved by the City of Chino Planning Commission on October 7, 2019.

The Engineering Conditions of Approval ("COA") for Parcel Map No. 19756 required the developer, Chino Preserve Development Corporation, to design and construct certain backbone public and improvements including, but not limited to, potable water lines; street improvements; sewer improvements; and storm drain improvements in/on Kimball, Mayhew and Bickmore Avenues. The public improvements completed by the developer necessitated the execution of a Subdivision Improvement Agreement and posting securities that the City Council approved on May 19, 2020 (Exhibit B). It should be noted that the costs associated with the design and construction of the required public improvements are completely offset by the applicant. There is no direct fiscal impact on the City.

The public improvements have been completed to the satisfaction of the City Engineer, meeting all City standards and accessibility requirements. While the project encountered delays, these were not attributable to the review process; engineering plans were submitted and largely approved between March 2020 and June 2021. Construction commenced in October 2020, beginning with utility work at Bickmore Avenue and Quality Way. Improvements on Kimball Avenue included the installation of storm drains and water utility lines, alongside roadway reconstruction.

To facilitate construction, a prolonged road closure on Kimball Avenue was necessary due to inadequate space for safe two-way traffic movement. City staff approved this closure to enhance safety and expedite the improvements. Although the developer requested the closure in July 2021, it was postponed minimizing disruptions from other ongoing closures in The Preserve.

During the closure, conflicts emerged between the proposed utilities in their engineering plans and existing underground lines. The engineering plans did not accurately represent the existing utilities layouts and those of other agencies, such as Southern California Gas Company. This discrepancy required the developer to collaborate with City staff to find solutions and adjust the alignment of the new utilities, resulting in further delays. The closure, originally anticipated to last about 40 working days, extended through February 2022 due to these utility conflicts and wet weather.

Major construction activities took place from October 2020 to September 2023. Following this period, City staff provided the developer with a punch list of items that needed to be addressed prior to the City accepting the public improvements as complete.

A significant factor contributing to the extended timeline was the discovery of sinkholes at the southern end of the project site along Quality Way and Bickmore in January and March 2023. While the exact cause remains unconfirmed, it is believed it was from inadequate soil compaction during the installation of underground utilities or shallow groundwater issues. The contractor implemented repairs in February and June 2023, following guidance from their

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP NO. 19756 FOR THE ALTITUDE BUSINESS CENTER LOCATED SOUTH OF KIMBALL AVENUE ON THE EAST AND WEST SIDES OF QUALITY WAY.

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geotechnical consultant, which included the installation of geogrid material for soil reinforcement. Since these repairs, no additional sinkholes have been reported.

Another major public improvement was the construction of a segment of Storm Drain Line H, a master-planned City storm drain that collects water from Chino Airport and surrounding areas. This storm drain features a pipe with a diameter of up to 96 inches, running along Quality Way before discharging south of Pine Avenue into the Prado Lake area. The developer was responsible for constructing most of the northern half of this storm drain, extending from Kimball Avenue to approximately 900 feet south of Bickmore Avenue.

Due to the underground location of the storm drain, the developer was required to install an interim pump facility to manage water removal after rain events. This facility will be owned and maintained by the City until the remainder of Storm Drain Line H is constructed as part of either a future private land development project or a City capital improvement project.

During the 2023/2024 wet season, City inspection staff discovered that one of the storm drain pumps at the new facility was non-operational due to sediment buildup from upstream water quality basins along Kimball Avenue, which are maintained by the County for Chino Airport. This issue prompted the developer to order a replacement pump, contributing to further delays in project completion. Although these issues have been addressed to the City's satisfaction, concerns regarding potential future problems persist.

# **ISSUES/ANALYSIS**

There was an outstanding item identified by staff regarding the installation of landscaping in the new median constructed east of Euclid, in front of the AM/PM commercial property and the McBride RV storage facility. This median was inadvertently omitted from the developer's landscape design, and the oversight was not caught during the landscape plan review. The developer has submitted revised landscaping plans, which are nearing approval, and the contractor intends to install the landscaping after the City completes a new westbound left turn pocket for the AM/PM property.

Additionally, the parkway on the south side of Kimball Avenue, fronting the Chino Airport basin, remains without landscaping. While the developer was required to construct certain street improvements on the south side of Kimball Avenue, including a new multipurpose trail, landscaping was not mandated in this area as it is east of their project site and does not directly abut their property. However, staff anticipates that landscaping improvements will be included in a proposed project by In-N-Out, which is currently undergoing administrative approval. This project involves expanding their parking area onto adjacent County land. Staff has communicated the City's intention to condition the project to include landscaping improvements, and In-N-Out has agreed to comply.

All these items, including the previously mentioned sinkholes on Quality Way and Bickmore Avenue, as well as the storm drain pump, were presented to the Infrastructure Streets Committee on October 8, 2024, to gather feedback before scheduling the final acceptance of public improvements for City Council consideration. During the Infrastructure Streets Committee meeting, staff recommended the following actions:

 Accept the public improvements as complete and authorize the release of the developer's performance bond, triggering the beginning of a warranty period during which the developer is responsible for addressing any defects in the public improvements. CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP NO. 19756 FOR THE ALTITUDE BUSINESS CENTER LOCATED SOUTH OF KIMBALL AVENUE ON THE EAST AND WEST SIDES OF QUALITY WAY.

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- 2. Amend the public improvement agreement to extend the warranty period by an additional two years, resulting in a total warranty period of three years. This extension aims to specifically ensure the roadway pavement and storm drain pumps are free of defects (Exhibit C).
- 3. Approve a new Public Improvement Agreement and associated security with the developer, ensuring the completion of the pending landscape improvements within the Kimball Avenue median (Exhibit D).

The Infrastructure Streets Committee supported staff's decision to proceed with the final acceptance of the public improvements for the Altitude Business Park.

The public improvements that are being accepted by the City of Chino include domestic and recycled water, street, sewer, and storm drain improvements as shown on Exhibit E. The public improvements completed have been constructed in compliance with the City's standards/specifications, and accessibility requirements, and to the satisfaction of the Public Works Inspector and City Engineer. All public improvements that were part of the COA for these tracts were fully funded by the developer.

Additionally, some of the public improvements are master-planned facilities detailed in the City's Development Impact Fee and Nexus Calculation Report. These facilities are eligible for credit or reimbursement under the City's Municipal Code Chapter 3.45 and in accordance with the construction credit and reimbursement agreement approved by the City Council on May 19, 2020 (Exhibit F). Following the review and approval of the final "as-built" plans, specifications, and supporting documentation by staff, a reconciliation of the actual costs will be presented to the City Council at a subsequent meeting.

Security for a one-year warranty period has been submitted to the City. The warranty bond will be in effect for one year from the date of final acceptance. The developer will be notified of any required repairs or replacements within this one-year warranty period. If no repairs or replacements are necessary, the City will process a bond reduction for the extended warranty items, covering the remaining two-year period. The bond will remain in effect and will not be released prior to November 5, 2027.

Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain.

The following maintenance obligations will commence following acceptance of the public improvements on Kimball Avenue, Bickmore Avenue and Quality Way, please refer to the infrastructure exhibits attachments.

Domestic Water: By the City
Recycled Water: By the City
Public Sewer: By the City
Storm Drain: By the City
Public Street Sweeping: By the City

Public Streetlights: By the Owner/HOA

Public Landscape: By the Owner/HOA

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP NO. 19756 FOR THE ALTITUDE BUSINESS CENTER LOCATED SOUTH OF KIMBALL AVENUE ON THE EAST AND WEST SIDES OF QUALITY WAY.

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Attachments: Exhibit A - Location Map - Parcel Map No. 19756

Exhibit B - Subdivision Improvement Agreement

Exhibit C - Amendment Subdivision Improvement Agreement (Extended

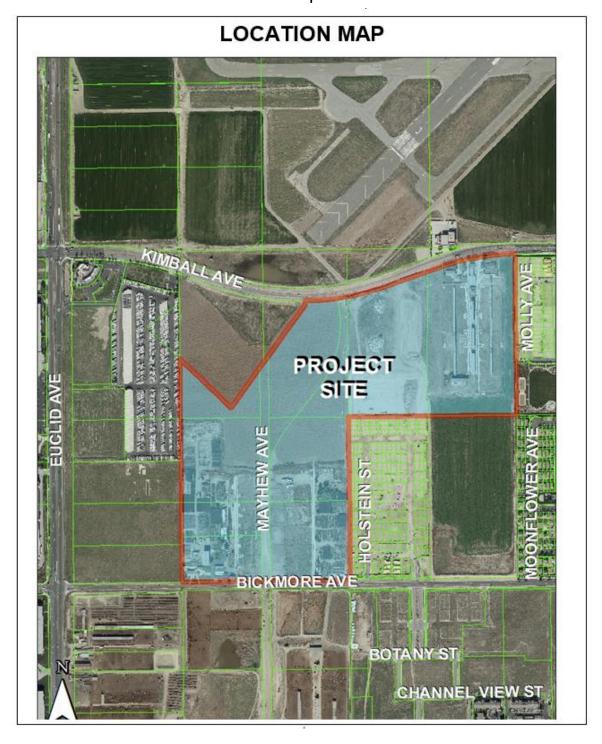
Warranty)

Exhibit D - Public Improvement Agreement (Kimball Median)

Exhibit E - Infrastructure Atlas

Exhibit F - DIF Construction Credit & Reimbursement Agreement

# EXHIBIT "A" Parcel Map 19756



Contract No.: 2021 - 056

Approval Date: 5 19 20 #5

## SUBDIVISION IMPROVEMENT AGREEMENT

between

**CITY OF CHINO** 

and

RICHLAND VENTURES, INC.

## SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

#### THE CITY OF CHINO

#### AND

### RICHLAND VENTURES, INC.

Agreement Date: May 19th, 2020

Subdivider Name: RICHLAND VENTURES, INC. (hereinafter "Subdivider)

Subdivision Description: Parcel Map No. 19756 — Subdivider owns that certain real property consisting of approximately 72.77 acres (21 buildable parcels) generally located between Kimball and Bickmore Avenues at Mayhew Avenue (APN: 1055-101-02, 1055-111-03, 1055-121-01, 1055-231-01 & 02, 1055-541-01 & 02) in the City of Chino, County of San Bernardino, California (hereinafter "Subdivision")

Estimated Total Cost of Improvements: \$11,889,300.00

Estimated Total Cost of Monumentation: \$28,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

### Security:

Bond No.: <u>SNN4010251</u>

Surety: Nationwide Mutual Insurance

## **Designees for the Service of Written Notice:**

CITY:	SUBDIVIDER:		
Christopher L. Magdosku City Engineer cmagdosku@cityofchino.org  13220 Central Avenue Chino, CA 91710  (909) 334-3417	RICHLAND VENTURES, INC.  Craig Cristina, Senior Vice President ccristina@richlandcommunities.com  3161 Michelson Drive, Ste. 425 Irvine, CA 92612  (949) 439-0525		
CITY PROJECT INSPECTOR	SURETY		
Isaac Ortega Permit & Inspection Supervisor iortega@cityofchino.org  13220 Central Avenue Chino, CA 91710  (909) 334-3501	Nationwide Mutual Insurance Company		

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#### SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 19<sup>th</sup> day of May, 2020, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and RICHLAND VENTURES, INC., a California Corporation (Subdivider").

#### RECITALS

- A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Parcel Map No. 19756, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".
- B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.
- C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.
- D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Parcel Map No. 19756 for the Property and permitting development of the Property to proceed.

### **COVENANTS**

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

### 1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in <a href="Exhibit">Exhibit "B"</a> attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$11,889,300.00.

- 1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.
- 1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

- 1.4. <u>Survey Monuments</u>. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Parcel Map No. 19756 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.
- 1.5. <u>Performance of Work</u>. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.
- 1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

- 1.7. <u>Defective Work</u>. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.
- 1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.
- 1.9. <u>Authority of the City Engineer</u>. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.
- 1.10. <u>Documents Available at the Site</u>. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.
- 1.11. <u>Inspection</u>. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law: Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

- 1.13. <u>Suspension of Work</u>. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.
- 1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.
- 1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

- 1.16. <u>Vesting of Ownership.</u> Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.
- 1.17. <u>Subdivider's Obligation to Warn Public During Construction.</u> Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.
- 1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

## 2. Time for Performance.

- 2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.
- 2.2. <u>Phasing Requirements</u>. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

- 2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.
- 2.4. <u>Continuous Work</u>. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.
- 2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

## 3. Labor.

3.1. <u>Labor Standards</u>. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth

herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

- 3.2. <u>Nondiscrimination</u>. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.
- 3.3. <u>Licensed Contractors</u>. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.
- 3.4. <u>Worker's Compensation</u>. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

## 4. Security.

#### 4.1. Required Security.

- (a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):
  - (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$11,889,300.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
  - (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to

- \$5,946,700.00 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$28,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

- (b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$1,188,900.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.
- 4.2. <u>Form of Security Instruments</u>. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:
  - (a) <u>Bonds</u>. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.
  - (b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.
  - (c) <u>Instrument of Credit</u>. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

- (d) General Requirements for all Security Instruments.
  - (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
  - (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
  - (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
  - (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.
- 4.3. <u>Subdivider's Liability</u>. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

### 4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

- (b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.
- 4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:
  - (a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:
    - (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
    - (ii) the Works of Improvement have been accepted;
    - (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
    - (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.
  - (b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.
  - (c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.
- 5. Cost of Construction and Provision of Inspection Service.
- 5.1. <u>Subdivider Responsible for All Costs of Construction</u>. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the

Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

- 5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.
- 5.3. <u>Payment of Development Impact Fees</u>. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapters 3.40 and 3.45.
- 6. <u>Acceptance of Offers of Dedication</u>. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.
- 7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

### Default.

- 8.1. <u>Default by Subdivider</u>. Default by Subdivider shall include, but not be limited to:
  - (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
  - (b) Subdivider's failure to timely complete construction of the Works of Improvement;

- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.
- 8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.
- 8.3. <u>Notice of Violation.</u> The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.
- 8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.
- 8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by

City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

- 8.6. <u>Waiver</u>. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.
- 9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the

intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

- 10. <u>Subdivider's Indemnity of Project Approval.</u> Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.
- 11. <u>Insurance Requirements</u>. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:
  - (a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:
    - (i) Premises operations; including X, C, and U coverage;
    - (ii) Owners' and contractors' protection;
    - (iii) Blanket contractual;
    - (iv) Completed operations; and
    - (v) Products.
  - (b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- Coverage shall apply to any and all leased, owned, hired, or nonowned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
  - (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
  - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
  - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
  - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
  - (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
  - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
  - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.
- (e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.
- (f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino Risk Management 13220 Central Avenue Chino, CA 91710

## 12. Environmental Warranty.

- 12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:
  - (a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
  - (b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the

California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

- (c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- (d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.
- 12.2. Subdivider shall give prompt written notice to City of:
  - (a) Any proceeding or investigation by any federal, state or local governmental
  - (b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
  - (c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
  - (d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

### 13. General Provisions.

13.1. <u>Successors and Assigns</u>. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this

Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

- 13.2. <u>No Third-Party Beneficiaries</u>. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.
- 13.3. <u>No Vesting Rights.</u> Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.
- 13.4. <u>Subdivider is Not Agent of City.</u> Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.
- 13.5. <u>Time of the Essence</u>. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.
- 13.6. <u>Notices</u>. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

- 13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.
- 13.8. <u>Severability</u>. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
- 13.9. <u>Captions</u>. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

- 13.10. <u>Incorporation of Recitals</u>. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.
- 13.11. <u>Interpretation</u>. This Agreement shall be interpreted in accordance with the laws of the State of California.
- 13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.
- 13.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.
- Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Marvori
Fred Galante, City Attorney	Nicholas S(Liguori, AICP Director of Development Services
	Billostol of Bottolopinonic convices
	RICHLAND VENTURES, INC.
	By: (Signature and Date)
	John C. Troutman
	Name: Vice President (Please type or print name)
	Title:
	Title:(Please type or print title)
	CITY OF CHINO
	Market
	Matthew Ballantyne, City Manager
	Dated: 7.11.18
ATTEST:	
By Angela Robles, City Clerk	_
Dated: 7. 27. 2020	_

01225.0006/369377.1

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:	APPROVED AS TO CONTENT.
Docusigned by:	N. Cuquori
Fred Galante, City Attorney	Nicholas S. Liguori, AICP Director of Development Services
	RICHLAND VENTURES, INC.
	By: (Signature and Date)
	Name:  (Please type or print name) John C. Troutman  Title:  Vice President (Please type or print title)
	CITY OF CHINO
	Matthew Ballantyne, City Manager
	Dated:
ATTEST:	
ByAngela Robles, City Clerk	
Dated:	
01225,0006/369377.1	

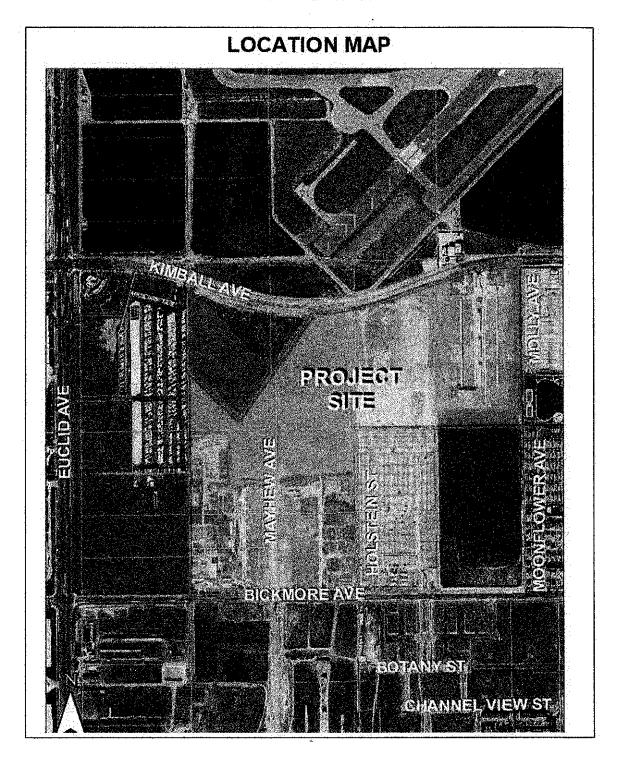
### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate document to which this certificate is attached, and not the t	
State of California )	
County of Drange )	
On <u>May 15, 2023</u> before me,	Here Insert Name and Title of the Officer  Comman
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	vidence to be the person(s) whose name(s) is/are liged to me that he/she/they executed the same in he/their signature(s) on the instrument the person(s), d, executed the instrument.
of	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
PAMELA ALONGI	gnature Signature of Notary Public
	ONAL formation can deter alteration of the document or
fraudulent reattachment of this fo	
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	☐ Other:Signer Is Representing:

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## **EXHIBIT "A"**

## PARCEL MAP 19756



#### **EXHIBIT "B"**

### PARCEL MAP 19756 WORKS OF IMPROVEMENT

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.
- E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.
- F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.
- G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- H. A street lighting system (City-owned) in accordance with City Standards.
- Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.
- L. Street signs at intersections per the City Standards.
- M. Installation of approved landscaping (plants and materials).
- N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.



## **ENGINEERING COST ESTIMATE**

Reviewed by

PROJECT NO:

PM 19756

Lilia Guerrero, ERSC, Inc. April 30, 2020

**LOCATION:** 

**BICKMORE AVENUE** 

Ву:

PROACTIVE ENGINEERING

NO FURTHER COMMENTS

DATE:

4/6/2020

Quantity	Unit	Item	Unit Price		Total Cost Per Item
STREETS					
<b>√</b> 1	LS	Traffic Control (5% of construction cost)		5% <b>\$</b>	32,719.76
	LS	Clear & Grub Site (5% of construction cost)		5% \$	32,719.76
	EA	Tree Removal	\$ 800.0	00 \$	
	CY	Concrete Removal	\$ 300.0	00 \$	<u>-</u>
214	CY	AC Pavement Removal	\$ 100.	00 \$	21,400.00
<u></u>	LS	Excavation (Clean Material) (5% of Construction Cost)		5% \$	32,719.76
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.	00 \$	de la companya de la
29764	SF	Preparation of Subgrade	\$ 1.	00 s	29,764.00
<b>√</b> 1100	LF	PCC 8" Curb & 24" Gutter	\$ 23.	00 \$	25,300.00
	LF	PCC Curb Only	s 20	0 \$	.*
	LF	8" A.C. Berm	\$ 20.	00 s	•
✓ 918	SF	8" PCC Cross Gutter	<b>S</b> 11.	00 \$	10,098.00
✓ 9500	SF	4" PCC Sidewalk	<b>\$</b> 5.	30 s	55,100.00
	SF	6" PCC Thick Drive Approach	\$ 7.	40 \$	. =.
<b>√</b> 1110	SF	8" PCC Thick Drive Approach	\$ 9.	00 s	9,990.00
	LF	2" x 6" Redwood Header	\$ 5.	00 \$	*
	<u>EA</u>	Street Sign	\$ 475.	00 \$	<del></del>
	EA	Traffic Sign and Post	\$ 400.	00 \$	·*·
	EA	Reflector Sign and Post	<b>\$</b> 175.	00 <b>s</b>	
	EA	Painted Legend	\$ 6.	50 \$	
	SF	Prime or Tack Coat	<b>S</b> 0.	05 \$	
	TON	AC Variable - <300T	\$ 90.	00 \$	
<b>√</b> 670	TON	AC Variable - >300T	\$ 80.	00 \$	53,600.0



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Quantity Unit Item			Unit Price		tal Cost er Item
STREETS	,					
	TON	CAB Variable - <300T	\$	75.00	\$	
1201	TON	CAB Variable - >300T	\$	65.00	\$	78,065.0
<b>√</b> 10	EA	Adjust Sewer Manhole to Grade	\$	665.00	\$	6,650.0
	LS	Mobilization		5%	\$	32,719.7
-	EA	Adjust Sewer Cleanout to Grade	S	350.00	\$	· · · · · · · · · · · · · · · · · · ·
✓ 3	EA	Adjust Water Valve to Grade	\$	265.00	\$	795,0
✓ 9	EA	Street Light (City Owner)	\$	6,700.00	\$	60,300.0
	EA	Lot Monument Setting Fee	\$	550.00	\$	·
	<b>L</b> F	Sawcut A.C.	\$	3.00	\$	*
	LF	Sawcut Concrete	\$	3.00	\$	
✓ 990	SF	Cold Plan A.C (5 foot wide)	\$	0.28	\$	277.2
	LF	Signing & Striping for		,		
		Arterial	\$	19.00	\$	- 18- 
√ 1322		Collector	\$	13.00	\$	17,186.
		Local	\$_	7.00	\$	<u></u>
V 1	EA	Traffic Signal (8 - Phase Controller)	s	250,000.00	\$	250,000.0
	EA	Modify existing Traffic Signal per Quadrant	\$	50,000.00	\$ .	-
<u></u>	LF	Chain Link Fence	_			
-		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	s	25.00	\$	
·		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$	35,00	<u>s</u>	•
	EA .	Utility Poles				
	, Dodgard of the Control	Transmission	\$	11,500.00	s	
	Mindrey, dik salay nyadahayi ya masa	Distribution	\$	8,000.00	\$	ت - المارين الم
		Service	\$	3,000.00	s	÷



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

**BICKMORE AVENUE** 

By:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	Item		Unit Price		Total Cost Per Item	
STREETS							
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$	10.00	\$		
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$	300.00	\$	-	
	LS	Rail Road Crossing Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$	400,000.00	\$		
	SF	Track Crossing (Concrete)	\$	150.00	\$	<del></del>	
	SF	Approach	\$	2.25	\$		
<b>√</b> 2	EA	13' S.W. Ramps (A.D.A. Compliant)	\$	10,000.00	\$	20,000.0	
✓ <sub>21</sub>	EA	Traffic Signal Loops	\$	400.00	\$	8,400.0	
✓ 3	EA	Construct Local Depression	\$_	2,000.00	\$	6,000.0	
✓ 48	LF	Redwood Header	\$	2,50	\$	120.00	
✓ 18	SF	Cobble Paving	\$	75.00	\$	1,350.0	
		STREET SUBTOTAL	T		5	785,274.24	

PROJECT ADDITIVES	Project Contingencies		10% \$	78,527.42
	Construction Staking		3% \$	23,558,23
	Soils Testing		1% \$	7,852,74
	Material Testing		1% \$	7,852,74
10000000	Construction Inspection		2% \$	15,705.48
	Contract Administration	pertugies per	1% \$	7,852.74

GRAND TOTAL STREETS ONLY	\$ 926,623.60
JANUARY TO TALLOWN TO THE STATE OF THE STATE	020,020.00



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
WATER				
en, est de la company	LS	Traffic Control (5% of Construction Cost)	5%	\$
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$
	СҮ	Pipe Bedding (Imported) 6" Pipe & Fittings Installed, including excavation, bedding,	\$ 45.00	\$
	LF	backfill and pavement restoration  8" Pipe & Fittings Installed, including excavation, bedding,	\$ 60.00	<u>s</u>
	LF	backfill and pavement restoration.  10" Pipe & Fittings Installed, including excavation,	\$ 75.00	\$
	LF	bedding, backfill and pavement restoration  12" Pipe & Fittings Installed, including excavation,	\$ 80.00	\$
	LF	bedding, backfill and pavement restoration  16" Pipe & Fittings Installed, including excavation,	\$ 90.00	\$
	LF	bedding, backfill and pavement restoration	\$ 105.00	\$
	EA	6" Gate Valve	\$ 1,500.00	\$
	EA	8" Gate Valve	\$ 2,000.00	<u>s</u>
	EA	10" Gate Valve	\$ 2,400.00	
	EA	12" Gate Valve	\$ 2,800.00	
<del></del>	EA	16" Gate Valve	\$ 3,500.00	
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	
	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	
· · · · · · · · · · · · · · · · · · ·	EA	2" Air Relief Assembly	\$ 4,500.00	
	EA	1" Water Service/Meter	\$ 3,500.00	
vers a special control of the state of the s	EA	2" Water Service/Meter	\$ 4,500.00	<u>  \$                                   </u>
		· · · · · · · · · · · · · · · · · · ·		



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

BICKMORE AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
or an experience of the State o				
		WATER SUBTOTAL		s -

PROJECT ADDITIVES	Project Contingencies	10% \$
	Construction Staking	3% \$
	Soils Testing	1% \$
1.00	Material Testing	1% \$
	Construction Inspection	2% \$
	Contract Administration	1% \$

	<del></del>	<del></del>		
				- 1
	GRAND TOTAL WATER ON	<b>ILY</b>	 <b>5</b>	- 1



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

BICKMORE AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED V	NATER			
	LS	Traffic Control (5% of Construction Cost)	5%	s
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	
	CY	Pipe Bedding (Imported)	\$ 45.00	
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 60.00	
<del></del>	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 75.00	
<del>,</del>	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 90.00	
***************************************	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 105.00	
	EA	6" Gate Valve	\$ 1,500.00	
<del>demini, jedinik di sama di sa</del>	EA	8" Gate Valve	\$ 2,000.00	
<del>, 1 , 1 , 1 , 1 , 1 , 1 , 1 , 1 , 1 , 1</del>	EA	10" Gate Valve	\$ 2,400.00	
	EA	12" Gate Valve	\$ 2,800.00	
<u></u>	EA	16" Gate Valve	\$ 3,800.00	
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	
**************************************	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	
	EA	2" Air Relief Assembly	\$ 4,500.00	
	EA	1" Water Service/Meter	\$ 3,500.00	
	EA	2" Water Service/Meter	\$ 4,500.00	
<del>                                      </del>				
The second secon				



### **ENGINEERING COST ESTIMATE**

		NO:

PM 19766

LOCATION:

BICKMORE AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
RECYCLED	WATER			-
<u> </u>		A STATE OF THE STA		
	RI	CYCLED WATER SUBTOTAL		<b>s</b>

PROJECT ADDITIVES	Project Contingencies	10% \$ 3
ACCOUNTS OF THE PROPERTY OF TH	Construction Staking	3% \$
	Soils Testing.	1% \$
	Material Testing	1% <b>s</b> -
and the second second	Construction Inspection	2% \$
	Contract Administration	1% \$

	**		***** *** 3
GRAND TOTAL RECYCLED WATER (	ONLY	\$ .	**

Effective Date: January 1, 2016



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19758

**LOCATION:** 

BICKMORE AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity		Unit Item			Unit Price		
SEWER							
<b>✓</b>	1	LS	Traffic Control (5% of Construction cost)		5%	\$	6,196.1
<b>✓</b>	670	LF	Trench Support/Shoring	s	15.00	\$	10,050.0
<b>✓</b>	20	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$	92.00	\$	1,840.0
		LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	98.00	\$	·#
✓	658	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	104.00	\$	68,432.0
		LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	110.00	\$	_
		LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	140.00	\$	
		LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	150.00	\$	
		LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$	170.00	\$	San.
		EA	Sewer Saddle	\$	450.00	\$	· ·
		EA	Wyeş 4" x 8" Typical	s	225.00	\$	4.
	2	EA	48" Sewer Manhole	\$	5,000.00	\$	10,000.0
		EA	60" Sewer Manhole	\$	6,400.00	s	
<b>V</b>	1	EA	Sewer Cleanout	\$	1,800.00	\$_	1,800.0
<b>√</b>	1	EA	install PVC Plug	\$	200.00	S	200.0
	8	EA	Remove Existing 12" PVC Stub	\$	1,200.00	\$	9,600.0
<b>✓</b>	85	CY	Concrete Encasement	\$	200.00	\$	17,000.0
<b>/</b>	2	EA	Safety Ledge	\$	2,500.00	\$	5,000.0
						<u></u>	yannan yang di kacamatan di kac
						<u></u>	
					·		



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
SEWER				
	33-2			
		SEWER SUBTOTAL	]	\$ 130,118.10

PROJECT ADDITIVES	Project Contingencies		10% \$	13,011,81
	Construction Staking		3% \$	3,903,54
	Soils Testing		1% \$	1,301.18
	Material Testing		1% \$	1,301.18
And the second s	Construction Inspection		2% \$	2,602.36
	Contract Administration	The second second	1% \$	1,301.18

1		
3		
	GRAND TOTAL SEWER ONLY	\$ 153,539.36



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item	
ORM DRAIN					
V 1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 9,272.5	
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -	
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	s -	
✓ 3	EA	Storm Drain Manhole #1	\$ 5,000.00	\$ 15,000.0	
	EA	Junction Structure #2 (24" or larger)	\$ 4,400.00	\$	
✓ 3	EA	Junction Structure #4 (24" or smaller)	\$ 2,500.00	\$ 7,500.0	
	EA	Outlet Structure	\$ 5,000.00	<u>s</u>	
✓ 2	EA	Catch Basin 3.5' Width	\$ 5,500.00	\$ 11,000.0	
<b>V</b> 1	EA	Catch Basin 7' Width/L.D.	\$ 6,100.00	\$ 6,100.0	
	EA	Catch Basin 10' Width/L.D.	\$ 7,000.00	<b>s</b> -	
	<u>EA</u>	Catch Basin 14' Width/L.D.	s 8,000.00	s -	
	EA	Catch Basin 21' Width/L.D.	s 10,000.00	<b>s</b> -	
✓ <sub>119</sub>	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 130.00	\$ 15,470.0	
✓ <sub>297</sub>	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 150.00	\$ 44,550.0	
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 160.00	s <u>-</u>	
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	<u>s</u> -	
	<u>LF</u>	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 190.00	s <u>-</u>	
✓ <sub>342</sub>	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ 82,080.0	
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$	
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 275.00	\$	

EngCostEstimate Page 10 of 13



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Unit	Item	Unit Price		i i	
TORM DRAIN						
		45 inch RCP Installed, including excavation, bedding,			<u> </u>	
	LF	backfill and pavement restoration	l s	280.00	\$	-
	<del></del>	48 inch RCP installed, including excavation, bedding,	<del>                                     </del>		<u> - Tra</u>	
	LF	backfill and pavement restoration	s	300.00	<b>S</b> .	-
		51 inch RCP Installed, including excavation, bedding,	1			
1.	LF	backfill and pavement restoration	<b> </b> \$	325.00	\$	
	*	54 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	350.00	\$.	
		60 inch RCP Installed, including excavation, bedding,				
1	LF	backfill and pavement restoration	\$	360.00	<b>\$</b> .	
		63 inch RCP Installed, including excavation, bedding,				
ł	LF	backfill and pavement restoration	\$	370.00	\$	
		66 inch RCP Installed, including excavation, bedding,				
I	LF	backfill and pavement restoration	s	400.00	\$	-
		72 inch RCP Installed, including excavation, bedding,	1			
l.	LF	backfill and pavement restoration	\$	460.00	\$	
		78 inch RCP Installed, including excavation, bedding,			***************************************	
i	LF	backfill and pavement restoration	\$	470.00	. \$	
		81 inch RCP Installed, including excavation, bedding,				
	ŁF	backfill and pavement restoration	\$	490.00	\$	
		84 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	510.00	\$	
	·····	90 inch RCP Installed, including excavation, bedding,	T			
	LF	backfill and pavement restoration	\$	540.00	\$	
		96 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	<u> </u>	570.00	\$	
		102 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	610.00	\$	
		108 inch RCP Installed, including excavation, bedding,				
<u> </u>	LF	backfill and pavement restoration	\$	640.00	\$	
		7' x 6' RCB Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	700.00	\$	
		7' x 8.5' RCB Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	820.00	\$	
		7' x 9.5' RCB Installed, including excavation, bedding,			_	
	LF	backfill and pavement restoration	\$	870.00	\$	
		8' x 11' RCB Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	- \$	1,000.00	\$	
1		8' x 13' RCB Installed, including excavation, bedding,				
	LF	backfill and pavement restoration		1,100.00	8	
		9' x 9' RCB Installed, including excavation, bedding,				
	<u>LF</u>	backfill and pavement restoration		1,000.00	<u> </u>	
		9' x 12' RCB Installed, including excavation, bedding,			<b>i</b> _	
	LF	backfill and pavement restoration	\$	1,100.00	\$	
V 2	· · · · · ·		İ		_	
V 3	EA	Concrete Bulkhead	\$	750.00	\$	2,250
,					1_	
✓ 1	EA	Remove Existing Bulkead and Join	\$	1,500.00	\$	1,500



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

BICKMORE AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN			K .	
				er e
ŕ	·			
	<u> </u>		·	
		STORM DRAIN SUBTOTAL		\$ 194,722.50

PROJECT ADDITIVES	Project Contingencies	10% \$ 19,472
Personal Control of the Control of t	Construction Staking	3% \$ 5,841
	Soils Testing	1% <b>S</b> 1,947
	Material Testing	1% \$ 17947
	Construction Inspection	2% \$ 3,894
Adding and Adding to the Section	Contract Administration	1% \$ 1,947

ţ	
1	
1	GRAND TOTAL STORM DRAIN ONLY \$ 229,772.55
1	



#### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

**BICKMORE AVENUE** 

Ву:

PROACTIVE ENGINEERING

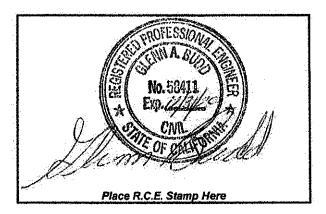
DATE:

4/6/2020

Quantity	Unit	ltem	Unit	Total Cost
<u> </u>			Price	Per Item

WATE GRAND TOTAL	\$ 1,309,935,51 <b>i</b>

BY ENGINEER		
Prepared By:	GLENN BUDD	
R.C.E. Number:	58411	
Expiration:	12/31/2020	
N.		



BY CITY

Faithful Performance Bond (100% of Construction Cost)
Labor & material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

\$ 1,309,900.00 \$ 655,000.00 \$ 131,000.00



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

Reviewed by Lilia Guerrero, ERSC, Inc.

**LOCATION:** 

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

04/30/2020 4:39:01 PM

DATE:

4/6/2020

NO FURTHER COMMENTS

Quantity	Unit	ltem	Unit Price		Total Cost Per Item	
STREETS						
V 1	LS	Traffic Control (5% of construction cost)		5%	\$	133,729.86
<b>V</b> 1	LS	Clear & Grub Site (5% of construction cost)		5%	\$	133,729.86
	EA	Tree Removal	\$	800.00	\$	
	CY	Concrete Removal	s	300.00	\$	
1870	CY	AC Pavement Removal	\$	100.00	\$	187,000.00
	LS	Excavation (Clean Material) (5% of Construction Cost)		5%	\$	133,729.86
	CY	Imported Common Fill (Incl. Compaction)	\$	34.00	\$	· · · · · · · · · · · · · · · · · · ·
<b>√</b> 192901	SF	Preparation of Subgrade	<u>_s</u>	1.00	\$	192,901.00
6175	LF .	PCC 8" Curb & 24" Gutter	s	23.00	\$	142,025.00
<b>√</b> 6470	LF	PCC Curb Only (8" Median)	\$	20.00	\$	129,400.00
<b>✓</b> 75	LF	PCC 4" Type D Curb	\$	15.00	\$	1,125.00
✓ <sub>20</sub>	LF	4" to 8" Curb Transition	\$	20.00	\$	400.00
	LF	8" A.C. Berm	\$	20.00	\$	*
	SF	8" PCC Cross Gutter	\$	11.00	\$	<b>→</b>
<b>√</b> 24800	SF	4" PCC Sidewalk	\$	5.80	\$	143,840.00
	SF	6" PCC Thick Drive Approach	\$	7.40	\$	-
<b>√</b> 1055	SF	8" PCC Thick Drive Approach	\$	9.00	\$	9,495.00
	EA	Reflector Sign and Post	\$	175.00	\$	
	EA	Painted Legend	\$	6.50	\$	-
	SF	Prime or Tack Coat	\$	0.05	s	*
	TON	AC Variable - <300T	s	90.00	\$	<b>-</b>
✓ <sub>6000</sub>	TON	AC Variable - >300T	\$	80.00	\$	480,000.0



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item		Unit Price		otal Cost Per Item
STREETS						
	TON	CAB Variable - <300T	\$	75.00	\$	•
✓ 938	7 TON	CAB Variable - >300T	\$	65.00	\$	610,155.00
✓ 2	2 EA	Adjust Sewer Manhole to Grade	\$	665.00	\$	14,630.00
	1 LS	Mobilization		5%	\$	133,729.86
<u> </u>	EA	Adjust Sewer Cleanout to Grade	\$	350.00	\$	
<b>/</b> 1	6 EA	Adjust Water Valve to Grade	\$	265.00	\$	4,240.00
<b>V</b> 1	7 EA	Street Light (City Owner)	s	6,700.00	\$	113,900.00
	7 EA	Street Light Double Head (City Owner)	\$	10,500.00	\$	73,500.00
	LF	Sawcut A.C.	\$	3.00	\$	4.
	LF	Sawcut Concrete	\$	3.00	S.	·*.
<b>√</b> 1496	5 SF	Cold Plan A.C (5 foot wide)	\$	0.28	\$	4,190,20
	<u>LF</u>	Signing & Striping for	ļ			
		Arterial	\$	19.00	\$	=:
<b>√</b> 429	2	Collector	\$	13.00	\$	55,796.00
		Local	\$	7.00	\$	
	2 EA	Traffic Signal (8 - Phase Controller)	\$	250,000.00	\$	500,000.00
	EA	Modify existing Traffic Signal per Quadrant	\$	50,000.00	s	, <del>s</del> .
· · · · · · · · · · · · · · · · · · ·	LF	Chain Link Fence			<u> </u>	···
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$	25,00	\$	*
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$	35.00	\$	
· · · · · · · · · · · · · · · · · · ·	EA	Utility Poles	<u> </u>			
· · · · · · · · · · · · · · · · · · ·		Transmission	\$	11,500.00	\$	*
		Distribution	\$	8,000.00	\$	*
		Service	\$	. 3,000.00	\$	



### **ENGINEERING COST ESTIMATE**

PROJECT NO: PM 19756

LOCATION: KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By: PROACTIVE ENGINEERING

DATE: 4/6/2020

Quantity	Unit	Item		Unit Price		Total Cost Per Item
STREETS					timental and	
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$	10.00	\$	4
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$	300.00		
	LS	Rail Road Crossing Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$	400,000.00	\$	<u>.</u>
	SF	Track Crossing (Concrete)	\$	150.00		
	SF	Approach	\$	2.25	s	
	EA	S.W. Ramps (A.D.A. Compliant)	\$	4,000.00	\$	
30	EA	Traffic Signal Loops	\$	400.00	\$	12,000.00
	<del></del>					
	<u>.</u>					
		STREET SUBTOTAL	Ī.		\$	3,209,516.64

PROJECT ADDITIVES	Project Contingencies		10% \$	320,951:66
	Construction Staking	2.3	3% <b>\$</b>	96,285.50
	Soils Testing		1% \$	32,095,17
	Material Testing	and the second	1% \$	32,095:17
	Construction inspection		2% \$	64,190.33
	Contract Administration		1% \$	32,095,17

GRAND TOTAL STREETS ONLY	\$ 3,787,229.64



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				Lance Harvey
WAILN	gytaijii ja ja ja ja saata pii suleeta ta ja ja			
<b>√</b> 1	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
<u></u>	LF.	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$
·	CY	Pipe Bedding (Imported)	\$ 45.00	•
	<u> </u>	6" Pipe & Fittings Installed, including excavation, bedding,	W 43,00	
	LF	backfill and pavement restoration	\$ 60.00	\$
		8" Pipe & Fittings Installed, including excavation, bedding,		
	LF	backfill and pavement restoration.	\$ 75.00	\$
		10" Pipe & Fittings Installed, including excavation,		
	<u>LF</u>	bedding, backfill and pavement restoration	\$ 80.00	\$
		12" Pipe & Fittings Installed, including excavation,		
	<u>LF</u>	bedding, backfill and pavement restoration	\$ 90.00	\$
		16" Pipe & Fittings Installed, including excavation,	\$ 105.00	\$
	LF	bedding, backfill and pavement restoration	Φ   1V3.00	3
	EA	6" Gate Valve	\$ 1,500.00	\$
	:	O Gale valve	Ψ 7,500.50	
	EΑ	8" Gate Valve	\$ 2,000.00	s
	EA	10" Gate Valve	\$ 2,400.00	\$
	EA	12" Gate Valve	\$ 2,800.00	\$
i				1_
	<u>EA</u>	16" Gate Valve	\$ 3,500.00	\$
·		Start Indiana Associations - Otto Otal	e 7 500 00	\$
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	3
	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	s
	EA.	Blow-off Assembly o per City Std.	Ψ -7,500.00	- <del>                                    </del>
	EA	2" Air Relief Assembly (Relocate)	\$ 4,500.00	s
···		The second secon		
	EA	1" Water Service/Meter	\$ 3,500.00	\$
	i			
	EA	2" Water Service/Meter	\$ 4,500.00	\$
	EA	12"X12"X8" DI Tee	\$ 475.00	35
		400 DL 00 Et Bond	950.00	
	EA	12" DI 22.5" Bend	\$ 250.00	· · · · · · · · · · · · · · · · · · ·
	EA	8" Pipe End Plug	\$ 300.00	s
	EA	O FIDE LINE FINE	10 000.00	
				1
	<u> </u>			
			<b>i</b>	<u> </u>



#### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
WATER				en e
				, english di salah pada da sasaran <del>da salah da sa</del>
<u> </u>	<del></del>			
	in the second second	WATER SUBTOTAL		\$

PROJECT ADDITIVES	Project Contingencies	10% \$
English Control of the Control of th	Construction Staking	3% 🕏
	Soils Testing	196 \$
ent at	Material Testing	1% 5
	Construction Inspection	2% \$
	Contract Administration	1% \$ -

GRAND TOTAL WATER ONLY	\$ -



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	ł	Unit Price		otal Cost Per Item
RECYCLED W	ATER			.,		
<b>V</b> 1	LS	Traffic Control (5% of Construction Cost)		5%	¢	24.035.31
<u> </u>	LQ	Trainic Control (5% of Construction Cost)		576	. 49	21,075.7
	LF	Trench Support/Shoring (6 foot depth)	\$	15.00	\$	<u> </u>
	CY	Pipe Bedding (Imported)	\$	45.00	\$	of the solution was in the
	<u> </u>	6" Pipe & Fittings Installed, including excavation, bedding,	ΙΨ	40.00	<u> </u>	<del></del>
	LF	backfill and pavement restoration	s	60.00	S.	
	tes s	8" Pipe & Fittings Installed, including excavation, bedding,	"	00.00	J	
	LF	backfill and pavement restoration.	s	75.00	s	
	· · · · · · · · · · · · · · · · · · ·	10" Pipe & Fittings Installed, including excavation,	1		····	<del> </del>
	LF	bedding, backfill and pavement restoration	\$	80.00	\$	=
		12" Pipe & Fittings Installed, including excavation,				
	LF	bedding, backfill and pavement restoration	\$	90.00	\$	
		18" Pipe & Fittings Installed, including excavation,				
✓ 3563	LF	bedding, backfill and pavement restoration	\$	105.00	\$	374,115.0
				4 500 00	_	
	<u>EA</u>	6" Gate Valve	<u>  \$</u>	1,500.00	5	
	EA	8" Gate Valve	s	2,000.00	\$	-
			1			
	EA.	10" Gate Valve	\$	2,400.00	\$	₩.
	EA	12" Gate Valve	\$	2,800.00	s	
		12 Gale Valve	Ψ	2,000.00	-	
	EA	18" Gate Valve	\$	3,800.00	\$	
√ 3	EA	18" Butterfly Valve	\$	3,000.00	\$	9,000.0
		Discontinuo del como del controlo del contro		4 500 00		4 500 5
	<u>EA</u>	Blow-off Assembly 6" per City Std.	\$	4,500.00	\$	4,500.0
✓ 1	EA	2" Air Relief Assembly	s	4,500.00	\$	4,500.0
		2 / III ( Color / ISSUMAY)	1	7,000.00	13	7,000.0
	EA	1" Water Service/Meter	\$	3,500.00	\$	· <del>•</del> .
_						
✓ 2	<u>EA</u>	2" Water Service/Meter	\$	4,500.00	\$	9,000.0
<b>√</b> 2	EA	18" DI 22.5° Bend	s	500.00	s	1,000.0
	EA	18 DI 22.0 Bend	1 2	300.00	13 -	1,000.0
✓ 1	EA	12" x 18" Reducer	\$	1,500.00	\$	1,500.0
./		601101-107-1	_	060.55		
<b>√</b> 40	LF	36" Steel Pipeline Casing	\$	200.00	3	8,000.0
<b>√</b> 2	EA	2" Backflow Prevention Assembly	s	4,950.00	\$	9,900.0
<u>v</u>	<u> </u>	E DOMINAL LEAGUIDIT WOODIIDIA	+*-	7,000.00	T*	5,300.4



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED				
<u>, , , , , , , , , , , , , , , , , , , </u>				
		RECYCLED WATER SUBTOTAL		\$ 442,590.7

PROJECT ADDITIVES	Project Contingencies	The Control of the Co	10% \$	44,259,08
	Construction Staking		3% <b>\$</b>	13,277.72
	Solls Testing	ales out the same	1% \$	4,425.91
	Material Testing		1% \$	4,425,91
	Construction Inspection		2% <b>\$</b>	8,851.82
	Contract Administration		1% \$	4,425.91

GRAND TOTAL RECYCLED WATER ONLY \$ 522,257.09



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LS	Traffic Control (5% of Construction cost)	5%	\$
	LF	Trench Support/Shoring	\$ 15.00	
and the second s	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$ 92.00	
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 98.00	
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 104.00	
		15" V.C.P. Installed, including excavation, bedding,	\$ 110.00	
خواند. و در المفاورة من در الموادد و	LF 	backfill and pavement restoration 18" V.C.P. Installed, including excavation, bedding,		
	LF	backfill and pavement restoration 21" V.C.P. Installed, including excavation, bedding,	\$ 140.00	
<del></del>	<u>LF</u>	backfill and pavement restoration 24" V.C.P. Installed, including excavation, bedding,	\$ 150.00	
	LF	backfill and pavement restoration	\$ 170.00	
nach verdelige eine vergen verbreite von der der der der der	EA	Sewer Saddle	\$ 450.00	\$
	EA	Wyes 4" x 8" Typical	\$ 225.00	\$
	EA	48" Sewer Manhole	\$ 5,000.00	\$ -
	EA	60" Sewer Manhole	\$ 6,400.00	<b>s</b> -
	EA	Sewer Cleanout	\$ 1,800.00	\$ -
	EA	Remove Existing 6" PVC Pipe	\$ 40.00	<b>s</b> -
,				
<u></u>				



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER		enger er e		
				, , , , , , , , , , , , , , , , , , ,
<u> </u>				
		SEWER SUBTOTAL		\$

PROJECT ADDITIVES	Project Contingencies	10% \$
	Construction Staking	3% \$
per en	Solls Testing	1% \$
	Material Testing	1% <b>S</b>
0	Construction inspection	2% \$ :
	Contract Administration	1% \$

GRAND TOTAL SEWER ONLY	\$ <u> </u>



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity			Unit Price		Total Cost Per Item	
STORM DRAIN						
✓ 1	LS	Traffic Control (5% of Construction Cost)		5%	\$	20,899.50
	ĻF	24" X 36" C.M.P.A. (10 Gauge)	\$	230.00	\$	······································
<u>.</u>	LF	27" x 43" C.M.P.A (10 Gauge)	\$	250.00	\$	-=:
✓ 8	EA	Storm Drain Manhole #1	\$	5,000.00	\$	40,000.00
	EA	Junction Structure #2 (24" or larger)	\$	4,400.00	\$	
	EA	Junction Structure #4 (24" or smaller)		2,500.00	\$	· • ·
	EA	Outlet Structure	\$	5,000.00	\$	
✓ 3	EA	Catch Basin 3.5' Width	\$	5,500.00	\$	16,500.00
✓ <sub>2</sub>	EA	Catch Basin 7' Width/L.D.	5	6,100.00	\$	12,200.00
✓ <sub>2</sub>	EA	Catch Basin 10' Width/L.D.	\$	7,000.00	\$	14,000.00
	EA	Catch Basin 14' Width/L.D.	\$	8,000.00	\$	
	EA	Catch Basin 21' Width/L.D.	\$	10,000.00	S	. w.
✓ 258	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	. \$	130.00	\$	33,540.00
2005	LF	24 inch RCP installed, including excavation, bedding, backfill and pavement restoration	\$_	150.00	\$	300,750.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	160.00	\$	· •.
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	175.00	\$	
	LF	33 inch RCP installed, including excavation, bedding, backfill and pavement restoration	\$	190.00	\$	*
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	s	240.00	\$	<u> </u>
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	S	260.00	\$	<b>.</b>
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	275.00	\$	± '



### **ENGINEERING COST ESTIMATE**

PROJECT NO: PM 19756

LOCATION: KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By: PROACTIVE ENGINEERING

DATE: 4/6/2020

Quantity	Quantity Unit Item	1	Unit Price	Total Cost Per Item		
ORM DRAIN						
	<del>~~~~~~~~~~</del>	45 inch RCP Installed, including excavation, bedding,			<del>,</del>	(A 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
	LF	backfill and pavement restoration	s	280.00	\$	; <del>=</del> -
		48 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	300.00	\$	•.
		51 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	. \$	325.00	\$	
		54 inch RCP Installed, including excavation, bedding,			,	
	LF	backfill and pavement restoration	. \$	350.00	\$	-
		60 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	360.00	\$	•
		63 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	370.00	\$	*
		66 inch RCP Installed, including excavation, bedding,	1			
	LF	backfill and pavement restoration	\$	400.00	\$	. 4
		72 inch RCP Installed, including excavation, bedding,	ŀ			
	<u>L</u> F	backfill and pavement restoration	\$	460.00	\$	±
		78 inch RCP Installed, including excavation, bedding,				
	<u>L</u> F	backfill and pavement restoration	\$	470.00	\$	<del>_</del>
		81 inch RCP Installed, including excavation, bedding,		-		
	LF	backfill and pavement restoration	\$	490.00	\$	<del></del>
		84 inch RCP installed, including excavation, bedding,	1			
	LF	backfill and pavement restoration	S	510.00	\$	
•		90 inch RCP Installed, including excavation, bedding,			_	
	LF	backfill and pavement restoration	\$	540.00	\$	
1		96 inch RCP Installed, including excavation, bedding,				
	LF	backfill and pavement restoration	\$	570.00	\$	-
1		102 inch RCP installed, including excavation, bedding,				
	<u>LF</u>	backfill and pavement restoration	\$	610.00	S	<del>_</del>
İ		108 inch RCP Installed, including excavation, bedding,			_	
	<u>LF</u>	backfill and pavement restoration	\$	640.00	S	
		7' x 6' RCB Installed, including excavation, bedding,	ł			
	<u>LF</u>	backfill and pavement restoration	\$	700,00	\$	
		7' x 8.5' RCB Installed, including excavation, bedding,			١.	
	LF	backfill and pavement restoration	\$	820.00	\$	<del>-</del>
		7' x 9.5' RCB Installed, including excavation, bedding,	1_	a== ==		
	LF	backfill and pavement restoration	- \$	870.00	\$	
	_	8' x 11' RCB installed, including excavation, bedding,			_	
	<u>LF</u>	backfill and pavement restoration	.\$	1,000.00	\$	
		8' x 13' RCB Installed, including excavation, bedding,	1-	4 4	_	
	<u>L</u> F	backfill and pavement restoration	\$	1,100.00	\$	
	. –	9' x 9' RCB Installed, including excavation, bedding,			_	
	<u>LF</u>	backfill and pavement restoration	\$	1,000.00	\$	*
Ī		9' x 12' RCB installed, including excavation, bedding,			_	
	LF	backfill and pavement restoration	\$	1,100.00	\$	
1	. –	4' x 6' RCB Installed, including excavation, bedding,	1_	000.00		
	<u>LF</u>	backfill and pavement restoration	\$	680.00	\$	
,						
✓ 2	EA	Construct Concrete Collar	\$	500,00	1.3	1,000.



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
STORM DRAIN			E	
		STORM DRAIN SUBTOTAL		\$ 438,889.50

PROJECT ADDITIVES	Project Contingencies	10% \$ 43,888.95
See father	Construction Steking	3% \$ 13,166.69
	Solls Testing	1% \$ 4,388.90
	Material Testing	11% \$ 4/388/90
24987 T. C.	Construction Inspection	2% \$ 8,777,79
	Contract Administration	1% \$ 4,388.90

Ų		3
1		
-	GRAND TOTAL STORM DRAIN ONLY \$	517,889.61



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

KIMBALL AVENUE (Euclid Avenue to Rincon Meadows Avenue)

By:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		ENGINEER'S ESTIMATE GRAND TOTAL		\$ 4,827,376.33

GLENN BUDD			
58411	**************************************		<del></del>
12/31/2020			
	58411	58411	58411



BY CITY

Faithful Performance Bond (100% of Construction Cost)
Labor & material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

\$ 4,827,400.00

\$ 2,413,700.00

\$ 482,700.00



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

Reviewed by Iguerrero, ERSC on 05/04/2020 at 2:06:50 PM

**LOCATION:** 

**MAYHEW AVENUE** 

By:

PROACTIVE ENGINEERING

NO COMMENTS

DATE:

4/8/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
V 1	LS	Traffic Control (5% of construction cost)	5%	\$ 64,849.00
	LS	Clear & Grub Site (5% of construction cost)	5%	\$ 64,849.00
	EA	Tree Removal	\$ 800.00	s
	CY	Concrete Removal	\$ 300.00	\$
	CY	AC Pavement Removal	\$ 100.00	<b>s</b>
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 64,849.00
<del>, , , , , , , , , , , , , , , , , , , </del>	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
<b>√</b> 101839	SF	Preparation of Subgrade	s 1.00	\$ 101,839.00
√ 4767	LF	PCC 8" Curb & 24" Gutter	\$ 23.00	\$ 109,641.00
	LF	PCC Curb Only	\$ 20.00	\$ -
	LF	8" A.C. Berm	\$ 20.00	S
	SF	8" PCC Cross Gutter	\$ 11.00	s -
√ 41790	SF	4" PCC Sidewalk	\$ 5.80	\$ 242,382.00
	SF	6" PCC Thick Drive Approach	\$ 7.40	\$ -
√ 14187	SF	8" PCC Thick Drive Approach	\$ 9.00	\$ 127,683.00
	LF	2" x 6" Redwood Header	\$ 5.00	<u>s</u> -
	EA	Street Sign	\$ 475.00	\$
	EA	Traffic Sign and Post	\$ 400.00	\$ -
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	ĘΑ	Painted Legend	\$ 6.50	s -
	SF	Prime or Tack Coat	\$ 0.05	<b>s</b> -
	TON	AC Variable - <300T	\$ 90.00	s -
<b>√</b> 2462	TON	AC Variable - >300T	\$ 80.00	\$ 196,960.00

M--- 4 -440



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

MAYHEW AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	antity Unit Item			Unit Price		Total Cost Per item
STREETS						
	TON:	CAB Variable - <300T	\$	75.00	\$	<u></u>
V 4414	TON	CAB Variable - >300T	\$	65.00	\$	286,910.00
✓ <u>23</u>	EA	Adjust Sewer Manhole to Grade	\$	665.00	\$	15,295.00
	LS	Mobilization		5%	\$	64,849.00
	EA	Adjust Sewer Cleanout to Grade	\$	350.00	\$	<u></u>
✓ 28	EA	Adjust Water Valve to Grade	\$	265.00	S	7,420.0
✓ 18	EA.	Street Light (City Owner)	\$	6,700.00	s	120,600.0
	EA	Lot Monument Setting Fee	s	550.00	\$	
	LF	Sawcut A.C.	\$	3.00	\$	
	LF	Sawcut Concrete	\$	3.00	\$	
<u></u>	SF	Cold Plan A.C (5 foot wide)	\$	0.28	\$	
	LF	Signing & Striping for			<u></u>	
		Arterial	\$	19.00	\$	
2450		Collector	\$	13.00	\$	31,850.0
		Local	\$	7.00	\$	. •
	EA	Traffic Signal (8 - Phase Controller)	\$	250,000.00	\$	.14
	EA	Modify existing Traffic Signal per Quadrant	\$	50,000.00	\$	. м-
	LF	Chain Link Fence 4 foot Residential Grade (Add \$7.00/LF for Removal	ļ			
	····	of Existing Fence) 6 foot School fence (Add \$9.00/LF for Removal of	\$	25.00	\$	м.
	· · · · · · · · · · · · · · · · · · ·	Existing Fence)	\$	35.00	\$	<u> </u>
	EA	Utility Poles	<u> </u>		ļ	
		Transmission	\$	11,500.00	\$_	
		Distribution	\$	8,000.00	\$	*
		Service ,	\$	3,000.00	S	٠.



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

Quantity		Unit	Item		Unit Price		Total Cost Per Item
STREETS							
		SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$	10.00	S	
		LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$	300.00		
			Rail Road Crossing				
· · · · · · · · · · · · · · · · · · ·		LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$	400,000.00	\$	
		SF	Track Crossing (Concrete)	\$	150.00	\$	
		SF	Approach	\$	2.25	\$	*
<b>✓</b>	5	EA.	13' S.W. Ramps (A.D.A. Compliant)	\$	10,000.00	s	50,000.0
<u> </u>	1	EA	5' S.W. Ramps (A.D.A. Compliant)	\$	4,000.00	\$	4,000.0
		EA	Traffic Signal Loops	\$	400.00	\$	
	32	SF	Cobble Paving	\$	75.00	\$	2,400.0
				-			
				<u> </u>			
			STREET SUBTOTAL			\$	1,556,376.0

	Name of the second			
PROJECT ADDITIVES	Project Contingencies	10%	<b>ን</b>	155,637,60
	Construction Staking	3%	\$	46,691,28
	Solls Testing	1%	\$	15,563,76
	Material Testing	1%	there are	15,563,76
	Construction Inspection	2%	s	31,127.52
	Contract Administration	1%	\$	15,563.76

GRAND TOTAL STREETS ONLY	\$ 1.836



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Unit	Item	1	Unit Price		Total Cost Per Item
WATER	i ya ya kana ka					
<b>V</b> 1	LS	Traffic Control (5% of Construction Cost)		5%	\$	20,142.25
	LF	Trench Support/Shoring (6 foot depth)	\$	15.00	S	· • ·
	<u>L</u> F	4" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$	50.00	\$	
76	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration  8" Pipe & Fittings Installed, including excavation, bedding,	\$	60.00	\$	4,560.00
171	LF	backfill and pavement restoration.  10" Pipe & Fittings Installed, including excavation,	\$	75.00	\$	12,825.00
106	LF	bedding, backfill and pavement restoration  12" Pipe & Fittings Installed, including excavation,	\$	80.00	\$	8,480.00
✓ 2477	LF	bedding, backfill and pavement restoration  16" Pipe & Fittings Installed, including excavation,	\$	90,00	\$	222,930.00
	LF	bedding, backfill and pavement restoration	\$	105.00	\$	· •
5	EA	8" Gate Valve	\$	2,000.00	\$	10,000.00
2	EA	10" Gate Valve	\$	2,400.00	\$	4,800.00
	EA	12" Butterfly Valve	\$	2,800.00	\$	· 34
16	EA	12" Gate Valve	\$	2,800.00	\$	44,800.00
9	EA	Fire Hydrant Assembly per City Std.	\$	7,500.00	s	67,500.00
	EA	Blow-off Assembly 6" per City Std.	\$	4,500.00	\$	· **
1	EA	2" Air Relief Assembly	\$	4,500.00	\$	4,500.00
· · · · · · · · · · · · · · · · · · ·	EA	1" Water Service/Meter	\$	3,500.00	\$	
	EA	6" Water Service/Meter	\$	6,500.00	S	13,000.00
<u> </u>	EA	12"X12"X12" DI Tee	\$	600.00	\$	600.00
4	EA	12"X12"X8" DI Tee	\$	475.00	\$_	1,900.00
✓ 2	EA	12" DI 22.5° Bend	\$	250.00	\$	500.00
6	EA	Pipe End Plug	\$.	300.00	\$	1,800.00
✓ 1	EA	12"X12"X12"X12" DI Cross	\$	800.00	\$	800.00
✓ <u>2</u>	EA	8" DI Bend Per Specific Angle on Plan	\$	250.00	\$	500.00
2	EA	12"X12"X10" DI Tee	S	550.00	\$	1,100.00



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

MAYHEW AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit	Total Cost
		A CANAL TO THE CONTRACT OF THE	Price	Per Item
WATER				
<b>√</b> 15	EA	Thrust Blocks	\$ 150.00	\$ 2,250.00
		WATER SUBTOTAL		\$ 422,987.2

PROJECT ADDITIVES	Project Contingencies	10%	s 42,298.73°
	Construction Staking	3%	\$ 12,689,62
	Soils Testing	199	6 <b>\$</b> -4,229,87
	Material Testing	19	\$ 4,229.87
	Construction inspection	2%	\$ 8,459.75
	Contract Administration	19	6 \$ 4,229.87

		44.4	
	<ul> <li>In the state of the second of t</li></ul>		
			. 6
	· <b>L</b>		
	*		
	GRAND TOTAL WATER ONLY	-	والمستعد والمستعددات
		20	499,124.96
i			



## **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19786

LOCATION:

MAYHEW AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED	WATER			
V 1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 14,587.5
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 45.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 60.00	s .
<b>√</b> 2457	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 75.00	\$ 184,275.0
<u></u>	<u>LF</u>	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 90.00	\$
	LF	16" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 105.00	\$ -
	EA	6" Gate Valve	\$ 1,500.00	s -
<b>√</b> 3	EA	8" Gate Valve	\$ 2,000.00	\$ 6,000.0
	EA	10" Gate Valve	\$ 2,400.00	s -
·	EA	12" Gate Valve	\$ 2,800.00	s -
<u></u>	EA	16" Gate Valve	\$ 3,800.00	\$ -
	EA	8" Butterfly Valve	\$ 2,000.00	s - <u>-</u>
<b>✓</b> 1	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 7,500.0
	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	s -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ 4,500.0
✓ 3	EA	1" Water Service/Meter	\$ 3,500.00	\$ 10,500.0
✓ 2	EA	1.5" Water Service/Meter	\$ 4,000.00	\$ 8,000.0
✓ <sub>2</sub>	EA	2" Water Service/Meter	\$ 4,500.00	\$ 9,000.0
✓ 2	EA	8" DI 22.5° Bend	\$ 475.00	\$ 950.0
<u> </u>	EA	8"X18"X18" DI Tee	\$ 850.00	\$ 850.0
5	EA	1.5" Water Service/Meter	\$ 4,250.00	\$ 21,250.0
4	EA	1" Backflow Prevetion Assembly	\$ 3,300.00	\$ 13,200.0
5	EA	1.5" Backflow Prevention Assembly	\$ 4,125.00	\$ 20,625.0



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	ltem		Unit Price		Total Cost Per Item
RECYCLED			-			
<b>V</b> 1	EA	Hot Tap Existing Main	\$	5,000.00	1	5,000.00
<b>√</b> 2	EA	Thrust Blocks	\$	50.00	\$	100.00
		RECYCLED WATER SUBTOTAL		·	S	306,337.50

PROJECT ADDITIVES	Project Contingencies	10% <b>\$</b>	30,633,75
	Construction Staking	3% \$	9,190,13
en de la companya de	Soils Testing	1% \$	3,063,38
rights replies	Material Testing	1% \$	3,063,38
	Construction Inspection	2% \$	6,126,75
	Contract Administration	1% \$	3,063,38

			1
÷			1.
:	GRAND TOTAL RECYCLED WATER ONLY \$ 361	478.25	1
		Annual Control of the	



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19766

**LOCATION:** 

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Unit	Item	Unit Price	Total Cost Per item
SEWER				
<u> </u>	LS	Traffic Control (5% of Construction cost)	5%	\$ 18,049
	LF	Trench Support/Shoring	\$ 15.00	s
		8" V.C.P Installed, including excavation, bedding, backfill	14	1
1032	LF .	and pavement restoration	\$ 92.00	\$ 94,944
		10" V.C.P. Installed, including excavation, bedding,		
	. LF	backfill and pavement restoration	\$ 98.00	\$
		12" V.C.P. Installed, including excavation, bedding,		the state of the s
<b>V</b> 1263	LF.	backfill and payement restoration	\$ 104.00	\$ 131,352
		15" V.C.P. Installed, including excavation, bedding,		
	LF	backfill and pavement restoration	\$ 110.00	\$
		18" V.C.P. Installed, including excavation, bedding,		
	LF	backfill and pavement restoration	\$ 140.00	\$
		21" V.C.P. Installed, including excavation, bedding,		
	LF	backfill and pavement restoration	\$ 150.00	\$
		24" V.C.P. Installed, including excavation, bedding,		
	LF	backfill and pavement restoration	\$ 170.00	\$
	EA	Sewer Saddle	\$ 450.00	S
	EA	Wyes 4" x 8" Typical	\$ 225.00	S
<b>√</b> 11	ĘΑ	48" Sewer Manhole	\$ 5,000.00	
	EA	60" Sewer Manhole	\$ 6,400.00	S
✓ 5	EA	Sewer Cleanout	\$ 1,800.00	
<b>√</b> 1	EA	Remove Existing 8" PVC Pipe	\$ 250.00	
<b>√</b> 5	EA	PVC Plug	\$ 150.00	
✓ 236	CY	Concrete Encasement	\$ 200.00	
✓ <u>2</u> 9	EA		\$ 2,500.00	
<b>y</b> 3	LA	Safety Ledge	<u> </u>	22,500
	<del></del>			
	· · · · · · · · · · · · · · · · · · ·			



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	ltem	Unit Price	Total Cost Per Item
SEWER				
				en general en entretake
<u> </u>	****			
	· · · · · · · · · · · · · · · · · · ·	<u>kan kan dan dan 1866 ang kanangan pangangan kan kanangan PARA sa sa sa sa</u>		
		SEWER SUBTOTAL		\$ 379,045.80

PROJECT ADDITIVES	Project Contingencies	10% \$	37,904,58
	Construction Staking	3% \$	11,371/97
	Soils Testing	1% \$	3,790;46
an dis	Material Testing	1% \$	3,790,46
Park Control	Construction Inspection	2% \$	7,580,92
ripored area of the properties.	Contract Administration	1% \$	3,790.46

			- 3
GRAND TO	TAL SEWER ONLY	*	447 274 04
		 	771,410,712,713



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# CITY OF CHINO

### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

Quantity	Unit	Item		Unit Price		otal Cost Per Item
STORM DRAIN						
<b>√</b> 1	LS	Traffic Control (5% of Construction Cost)		5%	\$	105,232.00
	<u>LF</u>	24" X 36" C.M.P.A. (10 Gauge)	\$	230.00	\$	
	<u>LF</u>	27" x 43" C.M.P.A (10 Gauge)	\$	250.00	\$	- 144°
<b>√</b> 16	EA	Storm Drain Manhole #1	\$	5,000.00	\$	80,000.00
	EA	Junction Structure #2 (24" or larger)	\$	4,400.00	\$	
<b>√</b> 3	EA	Junction Structure #4 (24" or smaller)	\$_	2,500.00	\$	7,500.00
	<u>EA</u>	Outlet Structure	\$	5,000.00	\$	
<b>√</b> 1	EA	Catch Basin 3.5' Width	\$	5,500.00	\$	5,500.00
✓ 3	EA	Catch Basin 7' Width/L.D.	\$	6,100.00	\$	18,300.00
✓ 3	EA	Catch Basin 10' Width/L.D.	\$	7,000.00	\$	21,000.00
	EA	Catch Basin 14' Width/L.D.	\$_	8,000.00	\$	
	EA	Catch Basin 21' Width/L.D.  18 inch RCP Installed, including excavation, bedding,	\$	10,000.00	\$	
✓ 165	<u>LF</u>	backfill and pavement restoration	\$	130.00	\$	21,450.0
✓ 384	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	<u> </u>	150.00	\$	57,600.0
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$.	160.00	\$	
·	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	175.00	S	
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	190.00	\$	
<b>√</b> 1075	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$	240.00	\$	258,000.00
***************************************	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	S	260.00	s	*
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	5	275.00	5	■.



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

MAYHEW AVENUE

Ву:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item	***************************************
TORM DRAIN					
		45 inch RCP Installed, including excavation, bedding,			ينتسبن
	LF	backfill and pavement restoration	\$ 280.00	) s	
		48 inch RCP Installed, including excavation, bedding,			
<b>√</b> 45	LF	backfill and pavement restoration	\$ 300.0	S 13,500	0.00
		51 inch RCP Installed, including excavation, bedding,			-
	LF.	backfill and pavement restoration	\$ 325.0	) \$	. <b></b>
		54 inch RCP Installed, including excavation, bedding,	T		
	LF	backfill and pavement restoration	\$ 350.00	) \$	
		60 inch RCP Installed, including excavation, bedding,			47.7
✓ 987	LF	backfill and pavement restoration	\$ 360.0	0 \$ 355,320	0.00
		63 inch RCP Installed, including excavation, bedding,			
	<u>LF.</u>	backfill and pavement restoration	\$ 370.0	0   \$	<u> </u>
		66 inch RCP Installed, including excavation, bedding,			
	<u>LF</u>	backfill and pavement restoration	\$ 400.0	0 5	- =
•		72 inch RCP Installed, including excavation, bedding,	1000		
	<u>LF.</u>	backfill and pavement restoration	\$ 460.0	0 \$	
ŧ		78 inch RCP Installed, including excavation, bedding,	4700		
	<u>LF</u>	backfill and pavement restoration 81 inch RCP Installed, including excavation, bedding,	\$ 470.0	n 2	-
	LF	backfill and pavement restoration	\$ 490.0	0 s	
	<u> </u>	84 inch RCP Installed, including excavation, bedding,	3 480.U	U a	
<b>√</b> 528	LF	backfill and pavement restoration	\$ 510.0	0 \$ 269,280	וט טנ
V 320	<u>=</u>	90 inch RCP installed, including excavation, bedding,	1 310.0	0 9 209,200	0.00
✓ 733	. LF	backfill and payement restoration	\$ 540.0	0 S 395,820	ים מי
		96 inch RCP Installed, including excavation, bedding,	<u> </u>	0.00,02.	30.45
✓ 827	LF	backfill and pavement restoration	\$ 570.0	0 \$ 471,390	an no
	······································	102 inch RCP Installed, including excavation, bedding,			
	LF	backfill and pavement restoration	\$ 610.0	0 s	, <del>-</del>
		108 inch RCP Installed, including excavation, bedding,		· · · · · · · · · · · · · · · · · · ·	-
	<u>LF</u>	backfill and pavement restoration	\$ 640.0	0 \$	*
,					
<b>√</b> 5	EA	Concrete Bulkhead	\$ 750.0	0 \$ 3,750	0.00
<u> </u>	. EA	Concrete Collar	\$ 500.0	0 \$ 2,000	10.00
., .			1		
	<u>EA</u>	Concrete Headwall	\$ 2,000.0	0 \$ 4,000	<u> 10.0(</u>
. / .	~4	4011.0	4 500 5		
V 2	<u>EA</u>	48" Cmp Riser	\$ 1,500.0	0 \$ 3,000	10.00
			. 4400.0		
· · · · · · · · · · · · · · · · · · ·	LF	9' x 9' RCB Installed, including excavation, bedding,	\$ 1,100.0	0   \$	*
İ	LF		\$ 1,000.0	o s	
	L厂	backfill and pavement restoration 9' x 12' RCB Installed, including excavation, bedding,	3 1,000.0	V 4	
	LF	backfill and pavement restoration	\$ 1,100.0	o s	_
		4' x 6' RCB Installed, including excavation, bedding,	1,100.0	V	<u> </u>
	ĹF	backfill and pavement restoration	s 680.0	0 \$	
		Pagin and paronon regionalon			
<b>√</b> 1412	CY	1/4 Ton Rip Rap Method B	\$ 40.0	0 \$ 56.48	30.0

D--- 44 -£40



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

LOCATION:

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/8/2020

Quantity	Unit	Item	Unit Price		otal Cost Per Item
STORM DRAIN					
1	EA	Duplex Storm Water Lift Station	\$ 46,000.00	\$	46,000.00
<b>✓</b> 59	ĻF	Remove & Replace 60" RCP	\$ 250.00	\$	14,750.00
		STORM DRAIN SUBTOTAL		s	2,209,872,00

PROJECT ADDITIVES	Project Contingencies	10% \$ 2	20,987,20
	Construction Staking	.3% \$	66,296.16
	Solls Testing	1% \$	22,09B,72
	Material Testing	1% \$	22,098,72
A Company of the Comp	Construction Inspection	2% \$	44,197.44
	Contract Administration	1% \$	22,098.72

GRAND TOTAL STORM DRAIN ONLY	\$ 2.607.648.96



### **ENGINEERING COST ESTIMATE**

PROJECT NO:

PM 19756

**LOCATION:** 

MAYHEW AVENUE

By:

PROACTIVE ENGINEERING

DATE:

4/6/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
			11100	1 91 10018

ENGINEER'S ESTIMATE GRAND TOTAL \$ 5,	752,049.89

BY ENGINEER

Prepared By:

GLENN BUDD

R.C.E. Number:

58411

Expiration:

C.....

12/31/2020



BY CITY

Faithful Performance Bond (100% of Construction Cost)

Labor & material Bond (50% of Construction Cost)

Warranty Bond (10% of Construction Cost)

\$ 5,752,000.00

\$ 2,876,000.00

575,200.00

#### **EXHIBIT "C"**

#### **PARCEL NO. 19756**

### RICHLAND VENTURES, INC.

#### **ENVIRONMENTAL WARRANTY**

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

- 1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- 2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.
- 3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- 4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.
- 5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is

required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 7/21/20

SUBDIVIDER\*

Ву:

JOHN H. SCHAFER VICE PRESIDENT

RICHLAND VENTURES, INC.

<sup>\*</sup>Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

California acknowledgment	CIVIL CODE § 1189
\$200.08.09.09.09.09.09.09.09.09.09.09.09.09.09.	\$
A notary public or other officer completing this certificate verto which this certificate is attached, and not the truthfulness	erifies only the identity of the individual who signed the document as, accuracy, or validity of that document.
State of California  County of 22, 2020 before me,  Date  personally appeared	Here Insert Name and Title of the Officer  Name(s) of Signer(s)
to the within instrument and acknowledged to me th	nature(s) on the instrument the person(s), or the entity
JESSICA TOOHEY  Notary Public - California  Orange County  Commission # 2292115  My Comm. Expires Jun 9, 2023	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature Och Signature of Notary Public
Completing this information can	deter alteration of the document or some form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	1
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer – Title(s):  Partner – Limited General Individual	Signer's Name:  □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer is Representing:	

©2018 National Notary Association

Bond No.:	SNN4010251	
Contract No.:		•
Approved:		-

# **FAITHFUL PERFORMANCE BOND**

Parcel Map 19756
WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Richland Ventures, Inc.  , hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 19, 2020  , and identified as Project No. Parcel Map 19756  , is hereby referred to and made a part hereof; and
WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.
NOW, THEREFORE, we, the Principal and Nationwide Mutual Insurance Company , as surety, are held and firmly bound unto the City of Chino in the penal sum of Eleven Million, Eight Hundred Eighty-Nine Thousand Three Hundred Dollars (\$ 11,889,300.00 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.
The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on June 15, 2020
By:    Nationwide Mutual Insurance Company   SURETY   SURETY

\* "The sole beneficiary of this Bond is the Obligee named herein, and its rights under this Bond shall not be assignable to any third party"

Rev. 04/2019)

CALIFORNIA ACKN	OWLEDGMENT		CIVIL CODE § 1189
8280308308080808080808080808080808080808	\$65000000000000000000000000000000000000	808086808080808080808080808080808080808	868598959191919191919191919191919191919191
	r officer completing this certificate verife e is attached, and not the truthfulness,		e individual who signed the document nat document.
State of California			
County of Oran	$\frac{1}{202c}$ before me, $\frac{1}{26}$	1	,
on June 23.	2070 before me. To	essica looker	1. Notary-Poblic
Date	e ,	Here insert Nam	e and Title of the Officer
personally appeared	$\supset_{i}$	uhn H. SJ	hafer
,		lame(s) of Signer(s)	
to the within instrume authorized capacity(is	the basis of satisfactory evidence introduced and acknowledged to me that it and that by his/he/r/their signate the person(s) acted, executed the	t he/she/they execute ature(shon the instrun	
Notary Comm	SSICA TOOHEY Public - California range County ission # 2292115 Expires Jun 9, 2023		
Place Notary S	Seal and/or Stamp Above	Signature	Signature of Notary Public
	————————————— OPTI		
	ompleting this information can d fraudulent reattachment of this		
Description of Att	tached Document		
Title or Type of De	ocument:	,	
Document Date:			Number of Pages:
	an Named Above:		
Capacity(ies) Clai	med by Signer(s)		
Signer's Name:		Signer's Name:	
□ Corporate Office	er – Title(s):	□ Corporate Office	er – Title(s):
☐ Partner — ☐ Lin		□ Partner - □ Lin	
□ Individual	<ul><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>	□ Individual	<ul><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>
			☐ Guardian or Conservator
Other:			
Signer is Represer	nting:	Signer is Represer	nting:

©2018 National Notary Association

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	and the state of t
A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of (多数的 Colorado )	
County of Denver	
On _June 15, 2020before me,Susar	n J. Lattarulo, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedSheila J. Montoya	Traid madic marie and made of the official
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s) ted, executed the instrument.
(	i certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SUSAN J. LATTARULO	WITNESS my hand and official seal.
STATE OF COLORADO	Signature_ Supple Lattando
MA COMMISSION EVANCES SHILL FILIPARY A COMMISSION OF THE PROPERTY OF A PROPERTY OF THE PROPERT	Signature of Notary Public
	-
Place Notary Seal Above	
	IONAL information can deter alteration of the document or
fraudulent reattachment of this	form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	n Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
□Individual □ Attorney in Fact □Trustee □ Guardian or Conservator	☐Individual ☐ Attorney in Fact
☐ Other:	☐Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:
©2014 National Notary Association • www.NationalNota	

#### Power of Attorney

#### KHOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint: Anuj Jain, Angela M. Tindol, John J. Browning, Charles M. McDaniel, Sheila J. Montoya, Mona D. Weaver, Janet M. Elwell, Justin Tomlin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

\*RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C/Albanese, Vice President of Nationwide Mutual Insurance Company



#### ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: 58

On this 1st day of May, 2017, before me came the above-named officer for the Company afcresaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

> BARRY T. BASSIS Notary Public. State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019

Bond B Notary Public

My Commission Expires April 30, 2019

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

Assistant Secretary

Approved:
LABOR AND MATERIAL BOND Parcel Map 19756
WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Richland Ventures, Inc.  "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 19, 2020  "Richland Ventures, Inc.", hereinafter designated as "CITY" and identified as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 19, 2020  "Richland Ventures, Inc.", hereinafter designated as "CITY" and Richland Ventures, Inc.  "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 19, 2020  "Richland Ventures, Inc.", hereinafter designated as "CITY" and Richland Ventures, Inc.  "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 19, 2020  "Richland Ventures, Inc.", hereinafter designated as "CITY" and Richland Ventures, Inc.  "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated as Project No. Parcel Map 19756
WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.
NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Million, Nine Hundred Forty-Six Thousand Seven Hundred Dollars (\$ 5,946,700.00 ) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on June 15, 2020 .
Richland Ventures, Inc.  PRINCIPAL  Nationwide Mutual Insurance Company  SURETY

Bond No.: SNN4010251

Contract No.:

\* "The sole beneficiary of this Bond is the Obligee named herein, and its rights under this Bond shall not be assignable to any third party"

VICE PRESIDENGNATURE(S) MUST BE NOTARIZED

Rev. 04/2019)

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 1189
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of OTany	
1	essica looker, Notary Poblic
Date	Here Insert Name and Title of the Officer
p 0, 001, 01, 01, 01, 01, 01, 01, 01, 01,	sho H. Schafer
ŗ	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/heir signature upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
JESSICA TOOHEY Notary Public - California Orange County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2292115  My Comm. Expires Jun 9, 2023	WITNESS my hand and official seal.
	Signature Lunia John
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	ONAL
• =	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer – Title(s):	□ Corporate Officer – Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner – □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator

Signer is Representing: \_

©2018 National Notary Association

Signer is Representing: \_\_\_\_

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

-	
A notary public or other officer completing this of document to which this certificate is attached, and	ertificate verifies only the identity of the individual who signed the I not the truthfulness, accuracy, or validity of that document.
State of CANTATONA Colorado	}
County of Denver	)
•	Susan J. Lattarulo, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Sheila J. Montoya	Here moent Maine and Thie of the Officer
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acl	ctory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in toy his/her/their signature(s) on the instrument the person(s), o(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SUSAN J. LATTARULO	WITNESS my hand and official seal.
NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184036642 MY COMMISSION EXPIRES SEPTEMBER 14, 2022	Signature Supple Attack
MA COMMISSION ENGINEER OFFI LEISTER X A ASSESSMENT	Signature of Notary Public
Place Notary Seal Above	
	OPTIONAL  g this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	r Than Named Above:
Capacity(ies) Claimed by Signer(s)	O. 1.11
Signer's Name:  □ Corporate Officer — Title(s):	Signer's Name: Signer's Name: Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
□Individual □ Attorney in Fact	□Individual □ Attorney in Fact
☐Trustee ☐ Guardian or Conservate	
Other: Signer Is Representing:	Other:Signer Is Representing:
- 1 J	
	alNotary.org • 1-800-US NOTARY (1-800-876-6827) item #5907

#### **Power of Attorney**

KINOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint: Anuj Jain, Angela M. Tindol, John J. Browning, Charles M. McDaniel, Sheila J. Montoya, Mona D. Weaver, Janet M. Elwell. Justin Tomlin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney Issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C/Albanese, Vice President of Nationwide Mutual insurance Company



#### **ACKNOWLEDGMENT**

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS Notary Public, State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019 Noine Bublic

Notary Public My Commission Expires April 30, 2019

#### CERTIFICATE

i, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this

day of 120 , 202

Assistant Secretary

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as CITY" and Richland Ventures, Inc.  WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as CITY" and Richland Ventures, Inc.  PRINCIPAL, have entered into an agreement whereby Principal has agreed to warrant and guarantee installation, completion, and maintenance of certain designated public improvements, which said greement, dated May 19, 2020  "and identified as Project No. PM 19756 "is hereby efferred to and made a part hereof; and  WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the varranty of said improvements.  NOW, THEREFORE, we, the Principal, and Nationwide Mutual insurance Company, as surety, are eligibity-Eight Thousand Nine Hundred  Dollars (3, 1188,900.0)  Journal of Martin Martin Martin, and Matter Martin, and Matter Martin, and Matter Martin, and Matter Martin, and Matter Martin, and Matter Martin, and Matter Martin, and Matter Matter Martin, and Matter Matter Martin, and Matter M	WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as CITY" and Richland Ventures, inc. hereinafter designated as RINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee installation, completion, and maintenance of certain designated public improvements, which said greement, dated May 19, 2020 , and identified as Project No. PM 19756 , is hereby ferred to and made a part hereof; and  WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the arranty of said improvements.  NOW, THEREFORE, we, the Principal, and Nationwide Mutual Insurance Company , as surety, are sid and firmly bound unto the City of Chino in the penal sum of One Million, One Hundred (ghty-Eight Thousand Nine Hundred Dollars (\$1,188,900.00 ) lawful money of the nited States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, increasing, successors, executors, and administrators, jointly and severally, firmly by these presents.  The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, iministrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep did perform the covenants, conditions, and provisions in said agreement and any alteration thereof made is therein provided, on his or their part, to be kept and performed thereof made as therein provided, on so rits part, to be kept and performed at the time and in the manner therein specified, and in all respects coording to their true intent and meaning, and shall indemnify and save harmless City, its officers, ere shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, curred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any digment rendered.  The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition the terms of the agreement or to
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By: JOHN H. SCHAFER  By: Sheila J. Mohtova. Attorney-in-Fact	IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above amed, on June 15, 2020
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VICE PRESIDENT	VICE PRESIDENT SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 118
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A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	fies only the identity of the individual who signed the document, accuracy, or validity of that document.
State of California  County of Orange  On None 23, 2020 before me, Date	Here Insert Name and Title of the Officer
personally appeared	Vame(s) of Signer(s)
who proved to me on the basis of satisfactory evidento the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
JESSICA TOOHEY Notary Public - California Orange County Commission # 2292115 Ay Comm. Expires Jun 9, 2023	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	ONAL deter alteration of the document or
	form to an unintended document.
Description of Attached Document Title or Type of Document:	
	Number of Pages:
Signer(s) Other Than Named Above:	· · · · · · · · · · · · · · · · · · ·
Capacity(les) Claimed by Signer(s)  Signer's Name:  □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	□ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact

\$55.000 \$15.00

Signer is Representing: \_

©2018 National Notary Association

Signer is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	914-114-114-114-114-114-114-114-114-114-
A notary public or other officer completing this certificat document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of (XXI) KX (Colorado )	
County of Denver	
, , , , , , , , , , , , , , , , , , , ,	Latterule Netery Dublic
Date	J. Lattarulo, Notary Public  Here Insert Name and Title of the Officer
	Here insert Maine and Title of the Officer
personally appearedSheila J. Montoya	Name(s) of Signer(s)
	svarie(s) or orginal (s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in a/her/their signature(s) on the instrument the person(s) red, executed the instrument.
C	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs true and correct.
SUSAN J. LATTARULO	VITNESS my hand and official seal.
STATE OF COLORADO	0 1 11 0
NOTARY ID 20184036642 MY COMMISSION EXPIRES SEPTEMBER 14, 2022	Signature Summy mttarule
THE CONTROL AND ADDRESS OF THE SECTION OF THE SECTI	Signature of Notary Public
Place Notary Seal Above	IONAL
Though this section is optional, completing this i	information can deter alteration of the document or form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(les) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
□Individual □ Attorney in Fact	□Individual □ Attorney in Fact
☐Trustee ☐ Guardian or Conservator	☐Trustee ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:
©2014 National Notary Association • www.NationalNotar	

#### **Power of Attorney**

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint: Anuj Jain, Angela M. Tindol, John J. Browning, Charles M. McDaniel, Sheila J. Montoya, Mona D. Weaver, Janet M. Elwell. Justin Tomlin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney Issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C/Albanese, Vice President of Nationwide Mutual insurance Company



#### ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T, BASSIS Notary Public, State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019 Notary Public

My Commission Expires April 30, 2019

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this

TA day of ULT 2 2020

Assistant Secretary

Contract No.:	2021056 A1	
Approved:		

## FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT PARCEL MAP NO. 19756

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT ("Amendment No. 1") is made and entered into this 5<sup>th</sup> day of November 2024 ("Effective Date"), by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino ("CITY"), and RICHLAND VENTURES, INC., a California corporation ("DEVELOPER"). CITY and DEVELOPER are hereinafter referred to individually as "Party" and hereinafter referred to collectively as the "Parties."

#### RECITALS

WHEREAS, the Parties entered into a Subdivision Improvement Agreement dated May 19, 2020 (the "Agreement") for Parcel Map No. 19756, as presented by DEVELOPER. This Agreement pertains to a 1.2 million-square-foot light industrial business center located on 72.77 acres within the Airport Related land-use designation of The Preserve Specific Plan area, generally situated in The Preserve on the east and west sides of Quality Way, between Kimball and Bickmore Avenues (the "Project"); and

WHEREAS, as part of the conditions of approval, DEVELOPER is required to design and construct public improvements, including but not limited to storm drain, street, water, and sewer improvements on Kimball and Bickmore Avenues and Quality Way; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the warranty period for certain public improvements due to unforeseen issues that have arisen during the Project; and

**WHEREAS**, the warranty period for improvements on Quality Way and Bickmore Avenue, due to sinkholes located on these streets, will be extended to three years commencing from the final acceptance of the public improvements; and

**WHEREAS**, the warranty period for the storm drain pump located on Quality Way is hereby extended by an additional three years, in the event the pump requires replacement, starting from the final acceptance of the public improvements; and

**WHEREAS,** the existing warranty bond currently in effect for the Project shall remain unchanged until the one-year anniversary of the Project's final acceptance date. At that time, the CITY will process a bond reduction for the extended warranty items for the remaining two-year period.

#### TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:

#### 1. CONTRACT CHANGES.

- (a) Section 4.1(b) of the Agreement is hereby amended and replaced in its entirety with:
  - i. <u>Warranty Period for Street Improvements:</u> The warranty period for the public improvements on Quality Way and Bickmore Avenue, specifically addressing issues related to sinkholes located on these streets, shall be extended to three years, commencing from the final acceptance of the public improvements.
  - ii. <u>Warranty Period for Storm Drain Pump:</u> The warranty period for the storm drain pump located on Quality Way is hereby extended by an additional three years, applicable in the event that the pump requires replacement, starting from the final acceptance of the public improvements.
- iii. <u>Security Instrument:</u> The Subdivider shall provide a Security Instrument equal to 10% of the estimated construction cost set forth in Section 1.1, to be submitted prior to the City Council's acceptance of the Works of Improvement and the recordation of a Notice of Completion. The Security Instrument shall be in the amount of \$1,188,900.
- iv. Warranty Bond Terms: The warranty bond will be in effect for one year from the date of final acceptance. The DEVELOPER will be notified of any required repairs or replacements within this one-year warranty period. If no repairs or replacements are necessary, the CITY will process a bond reduction for the extended warranty items, covering the remaining two-year period. The bond will remain in effect and will not be released prior to November 5, 2027.
- 2. WARRANTY RE ABSENCE OF DEFAULTS. DEVELOPER represents and warrants to CITY that, as of the Effective Date of this Amendment No. 1, CITY is not in default of any material term of the Agreement, and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement by the Successor Agency.
- 3. CONTINUING EFFECT OF AGREEMENT. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.
- 4. COUNTERPARTS. This Amendment No. 1 may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

5. AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Amendment No. 1 to be executed in its behalf by its City Manager and duly attested by its City Clerk, and DEVELOPER has executed this Amendment No. 1, as of this day and year first above written.

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Fred Galante, City Attorney	Hye Jin lee, P.E. Director of Public Works
	RICHLAND VENTURES, INC:
Dated:	By:(Signature)  Name:(Please Print or Type Name)
	CITY OF CHINO
Dated:	Dr. Linda Reich, City Manager
ATTEST:	
Natalie Gonzaga, City Clerk	_

Contract No.: _	
Approval:	

#### **PUBLIC IMPROVEMENT AGREEMENT**

by and between

**CITY OF CHINO** 

and

**RICHLAND VENTURES, INC** 

01225.0006/367559.3 Updated 10-2020

# **Designees for the Service of Written Notice**:

CITY:	DEVELOPER:
Jesus Plasencia Assistant City Engineer  13220 Central Avenue Chino, CA 91710	RICHLAND VENTURES, INC. Attn: Craig Cristina, Senior Vice President 3161 Michelson Drive, Ste. 425 Irvine, CA 92612
(909) 334-3417 jplasencia@cityofchino.org	(949) 439-0525 ccristina@richlandcommunities.com
CITY PROJECT INSPECTOR	
Isaac Ortega	
Permit & Inspection Supervisor	
13220 Central Avenue Chino, CA 91710	
(909) 334-3501 iortega@cityofchino.org	

# PUBLIC IMPROVEMENT AGREEMENT KIMBALL AVENUE MEDIAN LANDSCAPE

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 5<sup>th</sup> day of November, 2024, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and RICHLAND VENTURES, INC., a California corporation ("DEVELOPER")

#### **RECITALS**

- A. The developer has agreed to design and install the landscaping on the Kimball Avenue Median as shown in Exhibit A (the "Project").
- B. The City desires to assure that said improvements proposed for the Project will be constructed in a good workmanlike manner and in accordance with all applicable laws, statues, ordinances, resolutions and regulations now in force and effect in the City of Chino and the State of California, all of which are incorporated herein.
- C. The Developer acknowledges familiarity with the various requirements for public improvements contained in the Chino Municipal Code and agrees to comply therewith.

#### **COVENANTS**

Based upon the foregoing Recitals which are incorporated herein by reference, Developer agrees to timely perform all its obligations as set forth herein.

#### 1. Construction Obligations.

- 1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to design and install improvements more fully described as <u>Exhibit "B"</u> attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$47,150.00.
- 1.2. <u>Intent of Plans</u>. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Developer shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Developer shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Developer's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Developer or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Developer recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Developer or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

- 1.3. <u>Performance of Work</u>. Developer shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Developer's obligations under this Agreement.
- 1.4. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Developer or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Developer, or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Developer may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.
- 1.5. <u>Defective Work</u>. Developer shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.
- 1.6. <u>No Warranty by City</u>. The Plans for the Works of Improvement have been prepared by or on behalf of Developer or its consultants or contractors, and City makes no representation or warranty, express or implied, to Developer or to any other person regarding the adequacy of the Plans or related documents.
- 1.7. <u>Authority of the City Engineer</u>. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Developer and its contractor.
- 1.8. <u>Documents Available at the Site</u>. Developer shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.
- 1.9. <u>Inspection</u>. Developer shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Developer, or its design engineer, and Developer's contractor(s) regarding the Works of Improvement. Developer shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Developer's contractor, at any time before acceptance of the Works of

Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Developer or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.10. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Developer shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Developer shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Developer shall also give all necessary notices and pay all fees and taxes as required by law.

Developer shall construct the improvements in accordance with the City standards in effect at the time of the adoption of this Agreement. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

- 1.11. <u>Suspension of Work</u>. The City Engineer shall have authority to order suspension of the work for failure of the Developer's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Developer and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.
- 1.12. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.
- 1.13. <u>Final Acceptance of Works of Improvement</u>. After Developer's contractor has completed all of the Works of Improvement, Developer shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Developer or its contractor of such items. After the Developer's contractor has completed these items, the procedure shall then be the same as specified above for the Developer's

contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Developer or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Developer shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

- 1.14. <u>Vesting of Ownership.</u> Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.
- 1.15. <u>Developer's Obligation to Warn Public During Construction.</u> Until recordation of the Notice of Acceptance, Developer shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations or construction of the hours, dates and duration of any planned construction activities.
- 1.16. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Developer shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Developer, prior to the recordation of the Notice of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

#### 2. Time for Performance.

2.1. <u>Commencement and Completion Dates</u>. Subject to Sections 2.2 and 2.3 below, Developer shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii)

complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Developer has established good cause for an extension. As a condition of such extension, the City Engineer may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

- 2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Developer's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time. Developer acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Developer shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Developer by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.
- 2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Developer's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.
- 2.4. <u>Continuous Work</u>. After commencement of construction of the Works of Improvement (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

#### 3. Labor.

- 3.1. <u>Labor Standards</u>. This Agreement is subject to, and Developer agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.
- 3.2. <u>Nondiscrimination</u>. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Developer agrees that Developer, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.
- 3.3. <u>Licensed Contractors</u>. Developer shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Developer's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Developer shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.
- 3.4. <u>Worker's Compensation</u>. Developer shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

#### 4. Security.

#### 4.1. Required Security.

- (a) At the time Developer executes this Agreement, Developer shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):
  - (i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$47,150.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$23,575.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

- (b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$4,715.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.
- 4.2. <u>Form of Security Instruments</u>. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:
  - (a) <u>Bonds</u>. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.
  - (b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Developer is in default under its payment or performance obligations hereunder or in the event Developer fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.
  - (c) <u>Instrument of Credit</u>. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Developer's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.
  - (d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.
- 4.3. <u>Developer's Liability</u>. While no action of Developer shall be required in order for City to realize on its security under any Security Instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

#### 4.4. <u>Letters of Credit</u>.

- (a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.
- (b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations

secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Developer. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Developer agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

- 4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:
  - (a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:
    - (i) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
    - (ii) the Works of Improvement have been accepted;
    - (iii) Developer has delivered the Maintenance and Warranty Security Instrument; and
    - (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Developer has provided a statutory bond, or otherwise as required by applicable law.
  - (b) City shall release the Maintenance and Warranty Security Instrument upon Developer's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.
  - (c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.
- 5. Cost of Construction and Provision of Inspection Service.
- 5.1. <u>Developer Responsible for All Costs of Construction</u>. Developer shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Developer is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement

Agreement to be entered into between Developer and City prior to construction of the Works of Improvement.

- 5.2. Payment to City for Cost of Related Inspection and Engineering Services. Developer shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Developer shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Developer be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.
- 5.3. Payment of Development Impact Fees. Developer shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 and Chapter 3.45, as applicable.
- 6. <u>Acceptance of Offers of Dedication</u>. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the approvals for the Project, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement.
- Developer shall guarantee all Works of Improvement against 7. Warranty of Work. defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Developer fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Developer. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

#### 8. Default.

- 8.1. <u>Default by Developer</u>. Default by Developer shall include, but not be limited to:
  - (a) Developer's failure to timely commence construction of Works of Improvement under this Agreement;
  - (b) Developer's failure to timely complete construction of the Works of Improvement;

- (c) Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Developer's failure to perform any other obligation under this Agreement.
- Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Developer fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.
- 8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Developer hereunder, the Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.
- 8.4. Attorney's Fees and Costs. In the event that Developer fails to perform any obligation under this Agreement, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Developer's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action,

taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

- 8.5. <u>Waiver</u>. No waiver by the City of any breach or default by the Developer shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Developer.
- 9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Developer shall not be responsible for routine maintenance. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Developer shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

- 10. <u>Developer's Indemnity of Project Approval</u>. Developer shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Project. The City shall promptly notify the Developer of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.
- 11. <u>Insurance Requirements</u>. Developer, at Developer's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:
  - (a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:
    - (i) Premises operations; including X, C, and U coverage;
    - (ii) Owners' and contractors' protection;
    - (iii) Blanket contractual;
    - (iv) Completed operations; and
    - (v) Products.
  - (b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:
    - Coverage shall apply to any and all leased, owned, hired, or nonowned vehicles used in pursuit of any of the activities associated with this Agreement; and
    - (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
  - (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Developer:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
  - (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
  - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
  - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
  - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
  - (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

- (e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.
- (f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino Risk Management 13220 Central Avenue Chino, CA 91710

#### 12. Environmental Warranty.

- 12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Developer shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:
  - (a) Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
  - (b) Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.
  - (c) Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
  - (d) Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

- 12.2. Developer shall give prompt written notice to City of:
  - (a) Any proceeding or investigation by any federal, state or local governmental
  - (b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
  - (c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
  - (d) Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

### 13. <u>General Provisions</u>.

- 13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Developer's right, title, and interest in and to the Property and any portion thereof. Developer hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Developer in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Developer to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Developer's responsibilities with regard to this Agreement, (the "Replacement Developer"), the rights and obligations of this Agreement shall transfer to the Replacement Developer; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Developer as a condition of the City's approval of this Agreement, shall remain Developer's responsibility to maintain until such time as Developer and its Replacement Developer enter into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.
- 13.2. <u>No Third-Party Beneficiaries</u>. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

- 13.3. <u>No Vesting Rights.</u> Performance by the Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.
- 13.4. <u>Developer is Not Agent of City.</u> Neither Developer nor Developer's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.
- 13.5. <u>Time of the Essence</u>. Time is of the essence of Developer's performance of all of its obligations under this Agreement.
- 13.6. <u>Notices</u>. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

- 13.7. <u>No Apportionment.</u> Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Developers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.
- 13.8. <u>Severability</u>. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
- 13.9. <u>Captions</u>. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.
- 13.10. <u>Incorporation of Recitals</u>. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.
- 13.11. <u>Interpretation</u>. This Agreement shall be interpreted in accordance with the laws of the State of California.
- 13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

- 13.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.
- 14. <u>Authority</u>. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF,** the City and the Developer have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Fred Galante, City Attorney	Hye Jin Lee, Director of Public Works
Dated:	Dated:
	RICHLAND VENTURES, INC.:
	Dated:
	CITY OF CHINO
	Linda Reich, City Manager
	Dated:
ATTEST:	
Natalie Gonzaga, City Clerk	<u> </u>
Ivalane Gunzaya, Olly Olen	
Dated:	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of \_\_\_\_\_\_ ) \_\_\_\_\_ before me, \_\_\_\_\_ Here Insert Name and Title of the Officer personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature \_\_\_\_ Signature of Notary Public Place Notary Seal Above

OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: \_\_\_\_\_\_ Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Partner — ☐ Limited ☐ General □ Partner — □ Limited □ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee
☐ Other: \_\_\_\_\_ ☐ Guardian or Conservator ☐ Other: Signer Is Representing: Signer Is Representing: ©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

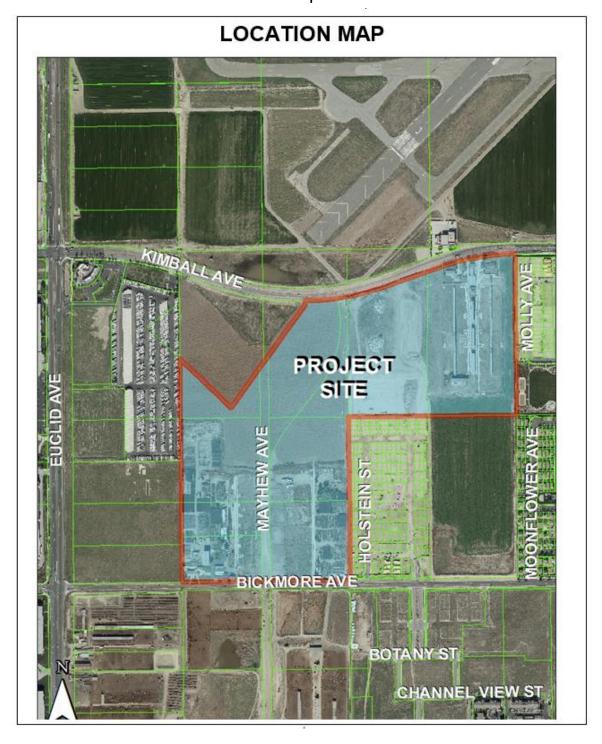
01225.0006/367559.3

### **EXHIBIT "A"**

#### **LOCATION MAP**

[Attached]

## EXHIBIT "A" Parcel Map 19756



#### **EXHIBIT "B"**

#### WORKS OF IMPROVEMENT

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- C. Installation of approved landscaping (plants and materials).

The Developer shall also perform all work and furnish all materials necessary, in the opinion of the Director of Public Works or her designee and on her order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

MEDIAN COST ESTIMATE				
LANDSCAPE	UNIT	QUANTITY	UNIT PRICE	TOTAL
EUCALYPTUS POLYANTHEMOS SILVER DOLLAR GUM		4	\$650.00	\$2,600.00
LOPHOSTEMON CONFERTUS BRISBANE BOX		3	\$150.00	\$450.00
PLATANUS X ACERIFOLIA 'BLOODGOOD' LONDON PLANE TREE		2	\$650.00	\$1,300.00
LANTANA X 'NEW GOLD' NEW GOLD LANTANA		67	\$12.00	\$804.00
MUHLENBERGIA DUBIA PINE MUHLY		82	\$12.00	\$984.00
SALVIA CHAMAEDRYOIDES MEXICAN BLUE SAGE		91	\$12.00	\$1,092.00
IRRIGATION				
4" PVC Sch. 40 PIPE	LF	400	\$7.20	\$2,880.00
LABOR	HR	16	\$65.00	\$1,040.00
MINI EXCAVATOR	LS			\$1,100.00
ADDITIONAL SCOPE				
TRAFFIC CONTROL	LS			\$8,000.00
CONCRETE INSTALLATION	SF	1600	\$16.25	\$26,000.00
MULCH REMOVAL PREP GRADE	LS			\$900.00
TOTAL				\$47,150.00

#### **EXHIBIT "C"**

#### **ENVIRONMENTAL WARRANTY**

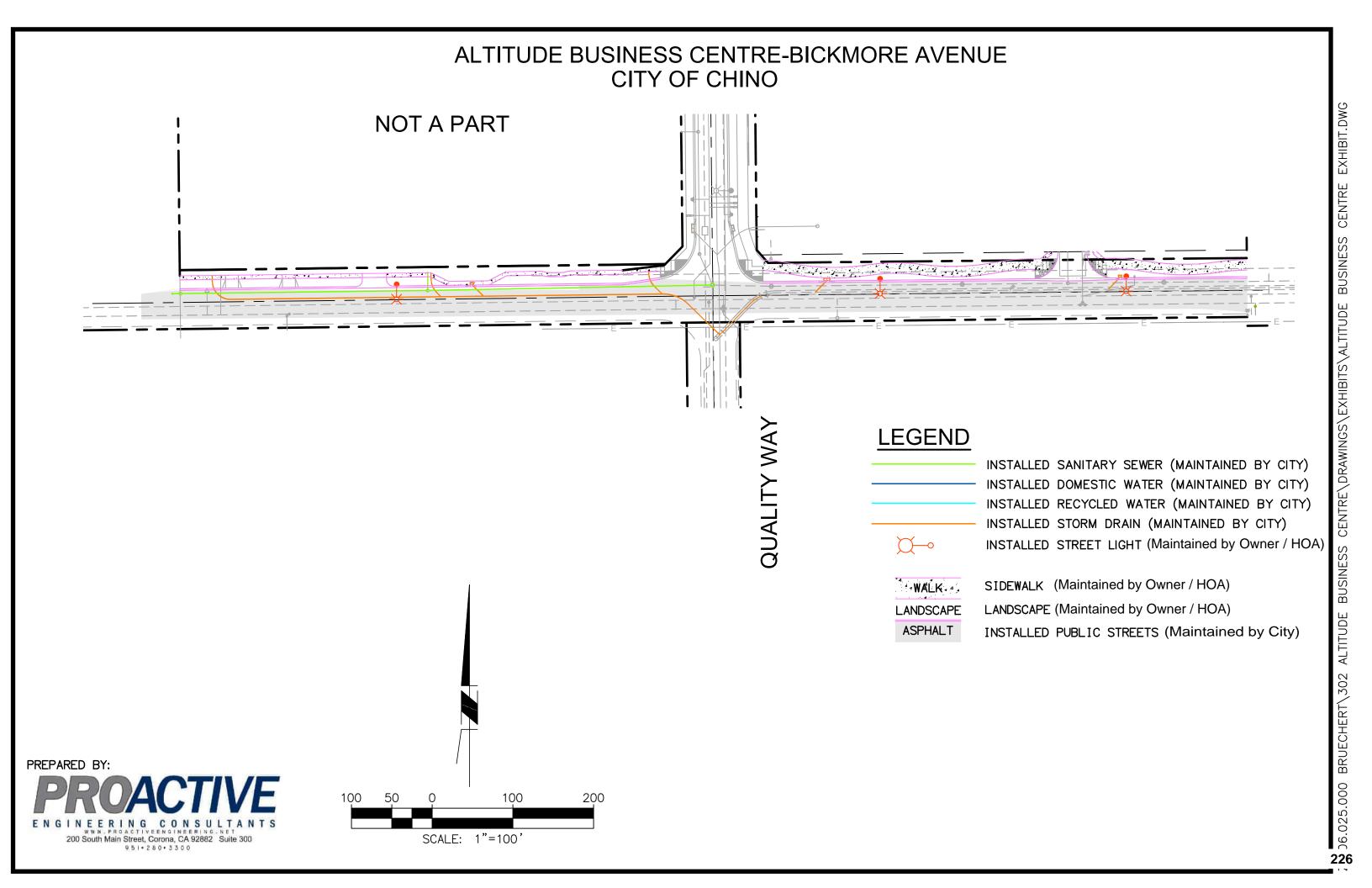
As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Developer to the City of Chino for the above-referenced Subdivision, Developer hereby warrants to the City of Chino that:

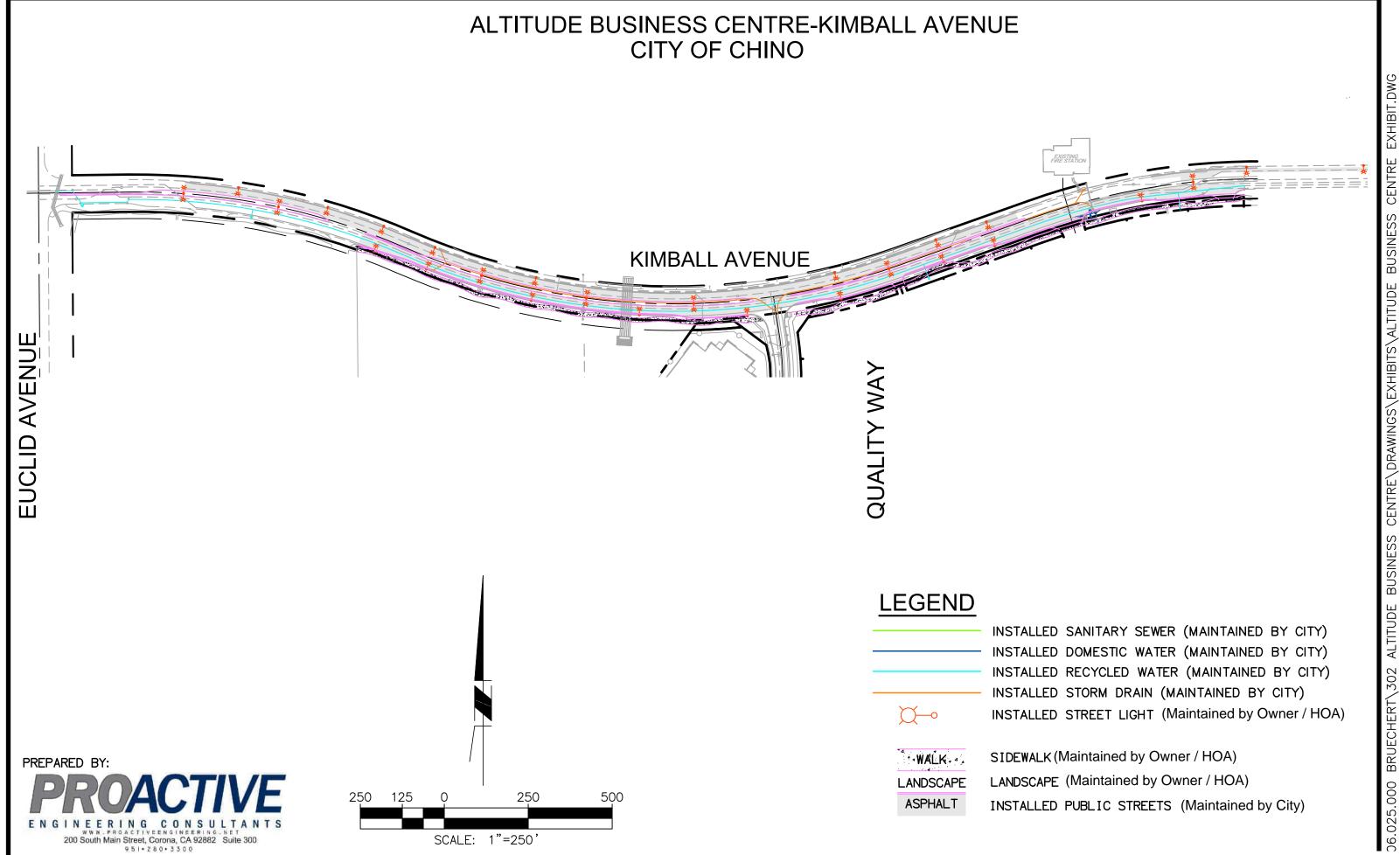
- 1. Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- 2. Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.
- 3. Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- 4. Developer's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.
- 5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Developer hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Developer and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Developer's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Developer to the City of Chino.

foregoing is true and correct.		
Dated:	_	
RICHLAND VENTURES, INC.		
Ву:		

Each of the undersigned persons declares under penalty of perjury that the

<sup>\*</sup>Proof of authorization for Developer's signatures is required to be submitted concurrently with this environmental warranty.





# ALTITUDE BUSINESS CENTRE-QUALITY WAY **CITY OF CHINO LEGEND** INSTALLED SANITARY SEWER (MAINTAINED BY CITY) INSTALLED DOMESTIC WATER (MAINTAINED BY CITY) INSTALLED RECYCLED WATER (MAINTAINED BY CITY) INSTALLED STORM DRAIN (MAINTAINED BY CITY) INSTALLED STREET LIGHT (Maintained by Owner / HOA) KIMBALL AVENUE SIDEWALK (Maintained by Owner / HOA) +-WALK-4. LANDSCAPE (Maintained by Owner / HOA) LANDSCAPE ASPHALT INSTALLED PUBLIC STREETS (MAINTAINED BY CITY) **BICKMORE AVENUE** PREPARED BY: 200 100 200 400 SCALE: 1"=200' 200 South Main Street, Corona, CA 92882 Suite 300

## ALTITUDE BUSINESS CENTRE-QUALITY WAY CITY OF CHINO



## **LEGEND**

INSTALLED SANITARY SEWER (MAINTAINED BY CITY)

INSTALLED DOMESTIC WATER (MAINTAINED BY CITY)

INSTALLED RECYCLED WATER (MAINTAINED BY CITY)

INSTALLED STORM DRAIN (MAINTAINED BY CITY)

INSTALLED STREET LIGHT (Maintained by Owner / HOA)

LANDSCAPE ASPHALT

SIDEWALK (Maintained by Owner / HOA)

LANDSCAPE (Maintained by Owner / HOA)

INSTALLED PUBLIC STREETS (MAINTAINED BY CITY)



Contract No.: <u>Zoz1 - Z7/</u> Approval: <u>5//9/Zo</u> # 5

#### CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT

#### PRESERVE DEVELOPMENT IMPACT FEE PROGRAM

#### ALTITUDE BUSINESS CENTRE

#### PARCEL MAP 19756

This CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of May, 2020 ("Effective Date"), by and between CITY OF CHINO, a California municipal corporation ("City"), and RICHLAND VENTURES, INC. ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and jointly as "Parties".

#### RECITALS

- A. Developer owns that certain real property consisting of approximately 72.77 acres (21 buildable parcels) generally located between Kimball and Bickmore Avenues at Mayhew Avenue (APN: 1055-101-02, 1055-111-03, 1055-121-01, 1055-231-01 & 02, 1055-541-01 & 02) in the City of Chino, County of San Bernardino, California as depicted on Exhibit A ("**Property**").
- B. Developer has requested from City certain entitlements and/or permits for the Project, and City has granted the entitlements and/or permits subject to certain conditions of approval provided on Exhibit B which will require certain public improvements to be constructed in excess of those applicable to the Project ("Conditions of Approval").
- C. The Conditions of Approval also require Developer to pay Development Impact Fees ("DIFs"), as established in Chapter 3.45 of the Chino Municipal Code ("DIF Ordinance"). The DIFs have been established by City to finance public facilities in furtherance of the goals and objectives of City's general plan, various facility master plans, capital improvement plans, and the nexus reports described in the DIF Ordinance ("Nexus Reports").
- D. Pursuant to the DIF Ordinance and the Conditions of Approval, Developer owes DIFs for the Project.
- E. Developer has elected to construct certain public improvements in excess of those specifically required by the Conditions of Approval as described in Exhibit C ("Public Improvements").
- F. The DIF Ordinance provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the Nexus Reports, for which a development impact fee is imposed, Developer shall be eligible to receive a fee credit toward the DIFs imposed on the Project for the same type of public facility so constructed, and shall be entitled to reimbursement for eligible costs of constructing the public facility, provided that developer complies with the requirements of the DIF Ordinance as it may be amended from time to time. The DIF Ordinance specifically requires that the developer and City enter into a credit and reimbursement agreement.
- G. City and Developer desire to enter into this Agreement for the following purposes: (i) to provide for the timely construction and completion of the Public Improvements, (ii) to ensure that construction of the Public Improvements is undertaken in accordance with the Plans and Specifications, and the laws and ordinances pertaining to the construction of public improvements, (iii) to provide the methodology for establishing the reimbursement amounts and/or DIF credits to which Developer may be

entitled after completion of the Public Improvements ("Reimbursement/Credits"); and (iv) the requirements for Developer's transfer or application of all or any portion of the Reimbursement/Credits to third party.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree as follows:

#### AGREEMENT:

- 1. <u>Incorporation of Recitals</u>. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
- 2. <u>Construction of Public Improvements</u>. Unless extended by a written extension executed by the Parties, within one (1) year of the issuance of a building permit for the Project, Developer shall construct or have constructed, at its own cost and expense, the Public Improvements in accordance with the Plans and Specifications and the provisions of this Agreement. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Public Improvements.
- 2.1 <u>Pre-approval of Plans and Specifications.</u> Developer is prohibited from commencing work on any portion of the Public Improvements until all plans and specifications for the Public Improvements have been submitted to and approved in writing by City ("Plans and Specifications"). Approval by City shall not relieve Developer from ensuring that all Public Improvements conform to all applicable laws, ordinances and regulation under California and federal law.
- **2.2** Permits and Notices. Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.
- **Public Works Requirements.** Developer shall ensure that the bidding, awarding, and construction of the Public Improvements are undertaken as if such Public Improvements were constructed as a public works project under the direction and authority of City, pursuant to all provisions of law applicable to governmental entities. Developer shall also comply with the requirements of City's Bidding and Contract Requirements for Public Improvements Policy, as adopted by City Council, hereby incorporated by reference and made a part of hereof (as may be amended from time to time).
- (a) Prior to soliciting or awarding the bid for any portion of the Public Improvements, Developer shall submit the bid packet and a set of construction drawings signed by Developer or another authorized representative designated by Developer for the work being bid to City Engineer or his or her designee for review and approval, which approval shall be granted or denied within fifteen (15) calendar days after submission of such bid packet. If City Engineer denies approval of such bid packet and construction drawings, City Engineer shall specify the reasons for such disapproval and Developer shall resubmit a revised bid packet for review and approval until such approval is obtained.
- (b) Developer shall obtain bids for the construction of the Public Improvements in a manner which has been approved by City Engineer. Developer shall provide City Engineer with copies of all bids received from California licensed contractors and a bid summary in a form approved by City Engineer to assure that the contractor/subcontractors adhere to the applicable legal requirements for public works projects. The contract or contracts for the construction of the Public Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the

construction of the Public Improvements. Developer shall enter into a construction contract with each contractor selected to perform work on the Public Improvements (after competitive bidding as set forth above), (each, a "Construction Contract") for the performance of the work set forth in the selected bid, and the terms of each Construction Contract entered into by Developer and each contractor/subcontractor shall be reasonably acceptable to City Engineer. Developer shall submit to City a copy of each executed Construction Contract for the Public Improvements within fifteen (15) days after execution thereof.

- (c) Developer's general contractor for the construction of the Public Improvement ("General Contractor") shall pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and otherwise comply with applicable provisions of the Labor Code, the Government Code, the Civil Code, and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by City Engineer.
- (d) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Public Improvements which they will construct in conformance with Section 5 of this Agreement.
- **2.4** Schedule of Performance. Developer shall commence construction of the Public Improvements in accordance with the Schedule of Performance attached as Exhibit D.
- 2.5 Standard of Performance. Developer and its contractors shall perform all work required, constructing the Public Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
- Alterations to Public Improvements. All work shall be done and the Public Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to administratively approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Public Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.
- 2.7 Force Majeure. Developer agrees that the time within which it shall be required to perform any act under this Agreement shall not be extended except as follows: (i) Developer is delayed by City (including, without limitation, restrictions on priority, initiative or referendum, or moratoria), in which case Developer shall provide written notice to City specifically describing the nature and extent of the delay caused by City and Developer's detailed efforts to avoid such delay, which references this Section and deliver such notice within twenty (20) days of discovering such delay, and Developer's obligations shall be extended for such time as City deems reasonable as a result of the delay if and only if Developer provides such written notice to City within such time; or (ii) Developer is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, processing with any governmental

agencies, unusually severe weather, or any other similar causes beyond the control of Developer or without the fault of Developer. An extension of time for any such cause shall be for the period of the enforced delay equal to the number of days during which Developer's performance was delayed and shall commence to run from the time of the commencement of the cause, if written notice by Developer claiming such extension is sent to City within twenty (20) days of knowledge of the commencement of the cause.

- Security: Surety Bonds. Prior to the commencement of any work on the Public Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at City's request, in lieu of surety bonds, a letter of credit or letters of credit issued by a banking institution with a rating to be approved by City and in the form and upon terms approved by City ("Security"). The amount of the Security shall be based on the estimated actual costs ("Estimated Costs") to construct the Public Improvements, as determined by City after Developer has awarded a contract for construction of the Public Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Providing the Security shall not release Developer of its indemnification obligation in Section 4.
- and faithful performance of all the provisions of this Agreement, to protect City if Developer is in default as defined in Section 14, and to secure the Warranty of the Public Improvements pursuant to Section 10, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default of this Agreement.
- 3.2 <u>Labor & Material Bond</u>. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after the date City accepts the Public Improvements, provided there are no outstanding stop payment notices.
- shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer and its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.
- 4. <u>Indemnification</u>. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Developer in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs

incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City, as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

#### 5. Insurance.

- 5.1 <u>Types: Amounts.</u> Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.
- **5.1.1** General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.
- 5.1.2 <u>Business Automobile Liability</u>. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.
- **5.1.3** Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.
- **5.1.4** Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.
- 5.2 <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 5.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.
- 5.4 <u>Primary Insurance</u>; <u>Waiver of Subrogation</u>. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

- 5.5 <u>Certificates: Verification.</u> Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 5.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall, to the extent available from commercially reasonable insurance providers, be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.
- **5.7 Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.
- 6. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of, and shall exercise no control over, the Public Improvements until such Public Improvements are accepted by City. Developer shall have no obligation to make the Public Improvements available for public use at any time before the Public Improvements are accepted by City. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Public Improvements in a state of good repair until they are completed by Developer and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may, upon written notice and Developer's failure to remedy as provided in Section 14, do all work necessary for such maintenance, and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees, and/or agents.
- 7. City Inspection of Public Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. Developer shall give notice to City when the construction of all or a portion of the Public Improvements is complete. Upon receiving such notice, City may inspect the Public Improvements and request any modifications or corrections as may be deemed reasonably necessary by City Engineer, in his or her sole discretion, to bring the Public Improvements into conformity with the Plans and Specifications, including any approved revisions thereto. Developer or Developer's contractors shall make all such modifications and corrections requested by City Engineer.
- 8. <u>Liens.</u> Developer shall not permit any liens to be filed against the Public Improvements and indemnifies City with respect to any such liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Public Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the Public Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm, or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other

security acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

- 9. Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are completed by Developer in accordance with the Plans and Specifications, as determined by City Engineer, City shall be authorized to accept the Public Improvements. City may, in its reasonable discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of San Bernardino a notice of completion for the accepted Improvements in accordance with California Civil Code Section 9204 ("Notice of Completion"), at which time the accepted Public Improvements shall become the sole and exclusive property of City without any payment therefor. Notwithstanding the foregoing, City may not accept any Public Improvements (or the applicable portion thereof) unless and until Developer provides two (2) sets of "as-built" or record drawings or plans to City for all such Public Improvements (or the applicable portion thereof). The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.
- 10. Warranty and Guaranty. Developer warrants and guarantees all the Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Public Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise materially unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty period shall be at the sole cost and expense of Developer, and shall not be eligible for credits or reimbursements. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer hereby agree to provide a warranty for a one (1) year period following City acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

#### 11. DIF Credit and Reimbursement.

- 11.1 <u>Calculation of Eligible Costs</u>. Upon or prior to completion of the Public Improvements by Developer, Developer shall submit to City Engineer such information as City Engineer may require to calculate the actual costs incurred by Developer to construct the Public Improvements ("Actual Costs").
- 11.2 <u>Credit/Reimbursement Limits</u>. The credit and, if applicable, reimbursement amount owed to Developer for construction of the Public Improvements ("Credit/Reimbursement Amount") shall be equal to the Actual Costs, subject to the following limitations:
- discretion, determine the amount of reasonable soft costs eligible for credit and reimbursement under the DIF Ordinance. Such amounts may include professional engineering and design services, construction management, soils testing, permits, plan check fees, and inspections, but shall not include interest or attorneys' fees. For soft costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such soft costs are specifically attributable to the specified Public Improvements for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by City in writing. The total amount of the soft costs shall not exceed fifteen percent (15%) of the

Credit/Reimbursement Amount. City Engineer may, in his or her reasonable discretion, reduce or disallow credit/ reimbursement for any costs he or she finds excessive or unreasonable.

- 11.2.2 <u>Nexus Report Costs Estimates</u>. The Credit/Reimbursement Amount shall not exceed the cost estimates for the Public Improvements included in the Nexus Reports, unless approved by City council.
- 11,2.3 <u>DIF Categories</u>. Developer acknowledges that DIFs are imposed in various separate categories to fund specific public facilities. Credit against DIFs may only be applied for eligible improvements identified in the specific DIF category.
- 11.3 <u>Conditions Precedent to Final Credit or Reimbursement</u>. City's obligation to provide fee credits or reimbursements for the Public Improvements pursuant to this Agreement is conditioned upon the prior satisfaction by Developer or written waiver by City Manager of each of the following Conditions Precedent within the times designated below:
- 11.3.1 Completion of Construction. Developer shall have completed the construction of the Public Improvements acceptable to City, and thirty (30) days have elapsed since notices of completion have been recorded in relation to the Public Improvements, in accordance with California Civil Code Sections 9204 and/or 8182 (as applicable). The purpose of this provision is to ensure that the Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project a public work other than the Public Improvements.
- payment of all undisputed claims for work performed on the Public Improvements, or in the event of a dispute between Developer and the General Contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice, and Developer shall have submitted and City shall have approved a written request for the credit/reimbursement, including copies of all bills and/or invoices evidencing the costs of constructing the Public Improvements actually incurred by Developer and any other documents reasonably required by City.
- 11.3.3 <u>As-Built Drawings</u>. Pursuant to Section 9, Developer shall have submitted two (2) sets of final as-built drawings for the Public Improvements to City Engineer.
- 11.3.4 <u>Acceptance of Required Public Improvements by City.</u> The City Council shall have accepted title to the Public Improvements.
- 11.3.5 <u>No Default</u>. Developer shall not be in default in any of its obligations under the terms of this Agreement, and all representations and warranties of Developer contained herein shall be true and correct in all material respects.
- Developer shall be in compliance with all requirements of the DIF Ordinance and the Conditions of Approval.

#### 12. DIF Addendum.

12.1 <u>DIF Addendum.</u> If Developer is entitled to a Credit/Reimbursement Amount, the Parties shall execute a Credit/Reimbursement Addendum in the form attached as <u>Exhibit E</u> ("**DIF Addendum**").

- 12.2 <u>DIF Fees.</u> For purposes of the DIF Addendum, the amount of the DIF owed by Developer shall be calculated as of the date the fees are due pursuant to the DIF Ordinance.
- 12.3 Payment. If Developer's credit is less than the DIF owed, then Developer shall pay the remaining balance to City to fully satisfy Developer's DIF obligation within thirty (30) days of the execution of the DIF Addendum.
- 12.4 <u>Reimbursement.</u> If Developer is entitled to a reimbursement, City shall reimburse the balance to Developer in accordance with the provisions of the DIF Ordinance.
- 12.5 Assignment of Credit/Reimbursement Amount. Developer shall have the right to assign all or portions of the Credit/Reimbursement Amount in accordance with the requirements specified in the DIF Addendum, which assignment will require City's written acknowledgement. Developer understands that strict compliance with the assignment restrictions is critical to allow City to track the total Credit/Reimbursement Amount and Developer's failure to comply with the assignment requirements in the DIF Addendum may result in delays in the processing of credit/reimbursement assignments by the City.
- Assignment. Prior to completion of the Public Improvements, Developer may assign this Agreement to a third party ("Assignment"), subject to the approval of City's Director of Development Services ("Director") in his/her reasonable discretion. If Developer desires to assign this Agreement, Developer shall provide detailed information as to the proposed assignee ("Assignee") as requested by City including but not limited, evidence of Assignee's right to acquire the Property, its background and financial information evidencing the ability of Assignee to complete the Public Improvements. Any assignment of this Agreement shall not release Assignor.

#### 14. Default; Notice; Remedies.

- obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice of Default"). Developer shall substantially commence the work required to remedy the default or violation within five (5) business days of the Notice of Default. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice of Default verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice of Default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs or expenses, as provided for in Section 15 of this Agreement.
- default or violation is not commenced within the time required under Section 14.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Public Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

- 14.3 Other Remedies. No action by City pursuant to this Section 14 shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.
- 15. Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

#### Miscellaneous.

- Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.
- 16.2 <u>Authority to Enter Agreement</u>. Each person executing this Agreement on behalf of Developer represents and warrants that he or she has the legal power, right and authority to execute this Agreement on behalf of Developer and that this Agreement is binding upon Developer.
- 16.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any person shall be in writing and either served personally, communicated electronic mail (with a receipt requested), or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City: City of Chino

13220 Central Ave. Chino, CA 91710

Attn: Director of Development Services

Email: nliguori@cityofchino.org

With Copy to: Aleshire & Wynder, LLP

188881 Von Karman Ave., Suite 1700

Irvine, CA 92612 Attn: Fred Galante, Esq.

Email: fgalante@awattorneys.com

To Developer: Richland Ventures, Inc

3161 Michelson Drive, Suite 425

Irvine, CA 92612

Attn: Craig Cristina, Senior Vice President Email: ceristina@richlandcommunities.com

With a copy to: Attn: John Troutman, Chief Legal Counsel

Email: jtroutman@richlandinvestments.com

- 16.4 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, unless specified therein. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- **Agreement**: Modification. No supplement, modification, or amend-mint of this Agreement shall be binding unless executed in writing and executed by both Parties.
- 16.7 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, 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 right by custom, estoppel, or otherwise.
- 16.8 <u>Binding Effect</u>. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- 16.9 <u>No Third-Party Beneficiaries</u>. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 16.10 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 16.11 Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California.
- 16.12 <u>Time is of the Essence</u>. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.
- 16.13 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 16.14 <u>City Officers and Employees</u>. No officer or employee of City shall be personally liable to Developer or any successors in interest in the event of any default or breach by City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to City or any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to City or their successors in interest or for breach of any obligation of the terms of this Agreement.

16.15 <u>Entire Agreement</u>. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

16.16 **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Legal Description/Location Map
Exhibit B	Conditions of Approval
Exhibit C	Public Improvements
Exhibit D	Schedule of Performance
Exhibit E	DIF Credit/Reimbursement Addendum

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND VENTURES, INC.:

CITY:

CITY OF CHINO, a municipal corporation

By:

Matthew C. Baltaniyne
City Maringe

DATED:

ATTEST:

Angela Robles, City Clerk

APPROVED AS TO CONTENT:

Nicholas Liguori
Director

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

DEVELOPER: TWO PERSONS AUTHORIZED BY THE APPLICABLE ENTITY FORMATION DOCUMENTS SHALL EXECUTE THIS AGREEMENT. COPIES OF APPLICABLE DOCUMENTS EVIDENCING SUCH AUTHORITY SHALL BE PROVIDED TO CITY. DEVELOPER SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE APPLICABLE FORMATION DOCUMENTS FOR THE ENTITY.

Fred Galante, City Attorney

ALIFORNIA ACKNOWLEDGMENT	CIVIL CODE §	1189
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the docun accuracy, or validity of that document.	nent
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ounty of Orange		
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	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
Commission = 2230200 My Comm. Expires Mar 2, 2022	WITNESS my hand and official seal.	
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Description of Attached Document		
Title or Type of Document:		
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)	Signer's Name	
Signer's Name:  ☐ Corporate Officer – Title(s):	Signer's Name: Corporate Officer — Title(s):	
□ Partner – □ Limited □ General	□ Partner - □ Limited □ General	-
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conserva	ator
Other:	Li Outett	

Signer is Representing:

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©2019 National Notary Association

Signer is Representing: \_\_\_\_

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

That certain real property in the City of Chino, County of San Bernardino, State of California legally described as follows:

BEING A SUBDIVISION OF LOT 57, WITHIN SECTION 29, AND A PORTION OF LOT 54, WITHIN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO THE MAP OF THE RANCHO SANTA ANA DEL CHINO, RECORDED IN BOOK 6, PAGE 15 OF MAPS, TOGETHER WITH PARCELS 1 THROUGH 4, OF LOT LINE ADJUSTMENT NO. 2017-01, RECORDED DECEMBER 21, 2017, AS INST. NO. 2017-0543255, OF OFFICIAL RECORDS, AND PARCEL 1 OF PARCEL MAP NO. 18816, RECORDED IN BOOK 247, PAGES 21-23 OF PARCEL MAPS, AND PARCEL 1 OF PARCEL MAP NO. 19704, RECORDED IN BOOK 250, PAGES 48-51 OF PARCEL MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### EXHIBIT A-1

#### PARCEL MAP 19756



### EXHIBIT B

## CONDITIONS OF APPROVAL [ATTACHED]

NL	CM	DSH	Х
MB	IA	MK	х
GP			

E-Mail Sent: 10/7/19

To: Andrea Gilbert

#### DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL PL16-0456 (PARCEL MAP NO. 19756) PL16-0457 (MASTER SITE APPROVAL)

DATE:	9/18/2019		PC MEETING DATE:	October 7, 2019
PROJECT DESC	CRIPTION:	Industrial development	t on 72.77 acres, 21 buildat	ole parcels.
PROJECT LOCA	ATION:	The Preserve, Both Signal Kimball Avenue.	des of Mayhew Avenue bet	tween Bickmore Avenue
APPLICANT: _F	Richland Con	nmunities	PROJECT ENGINEER:	M. Khudadatov

PRIOR TO THE THREE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

#### 1.0 PRIOR TO MAP RECORDATION:

- 1.1 Provide a preliminary Title Report and support documents no older than 60 days.
- 1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.
- 1.3a Make the following dedications:

Street Name	<u>Distance</u>	Direction From C/L
Kimball Avenue <sup>1</sup>	45-ft	North
	59-ft	South
Mayhew Avenue <sup>2</sup>	37-ft	West
•	55-ft	East
Bickmore Avenue <sup>3</sup>	50-ft	North

- 1. Euclid Avenue to Rincon Meadows Avenue
- 2. Bickmore Avenue to Kimball Avenue
- 3. Easterly boundary of Alere Property Group project to westerly boundary of TM 18858.
- 1.3b Dedicate to the City an adequate easement for storm drain purposes, located at the north-westerly corner of Parcel 3, for storm drain lateral used to dewater airport basins. Backup documentation for width of easement shall be provided, to the satisfaction of City Engineer.
- 1.3c Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3d Prepare and record necessary utility easements for maintenance purposes.

- 1.4 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.
- 1.5 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.
- 1.6 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements including but not limited to those listed in 2.8. All security must be accessible to the City at any time and in a form acceptable to the Director of Development Services, pursuant to Government Code, Section 66499.
- 1.7 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.8 Submit a list of proposed street names for the interior/private streets to the Street Naming Committee for name(s) selection.
- 1.9 Comply with all applicable requirements of the City Code.
- 1.10 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.
- 1.11 Airport Basins shall be maintained by County of San Bernardino. Obtain a maintenance agreement from the County of San Bernardino, to which the City of Chino shall be a beneficiary, satisfactory to the City Engineer and the City Attorney.

#### 2.0 PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

- 2.1 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.2 Design and install a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that is tributary to the City's main sewer. In addition, design and install a sampling Wye on a stubbed out sewer lateral connection into the main sewer for each industrial building in this development.
- 2.3 Design per City Standards full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Kimball Ave <sup>1,20</sup>	Mayhew Ave <sup>2,20</sup>	Bickmore Ave <sup>3,20</sup>	Private St
Curb & Gutter (Offset from Centerline)	33' N	22' E 22' W	17' N	22' E 22' W
Sidewalk (Width)	n/a 13'	13' 5'	13' 5'	5' 5'
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width	Full Width	Half Width	Full Width
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping	X			
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X	X	X	X
Traffic Signal Interconnect	X <sup>4,5,8</sup>		$\overline{X^7}$	X8,9
Traffic Signal with CCTV <sup>6</sup>	X	X	X	X
Sewer		X <sup>10</sup>	X <sup>18</sup>	X <sup>19</sup>
Storm Drain	X <sup>13</sup>	X14	X <sup>15</sup>	X
Domestic Water		X <sup>11</sup>		X11,21
Recycled Water	X <sup>16</sup>	X <sup>17</sup>		
Fire Hydrants as required by CVIFD <sup>12</sup>	X	X	X	X
Other		3	# # # # # # # # # # # # # # # # # # #	

- Prepare full ultimate street improvements for Kimball Avenue from Euclid Avenue to Main Street Construct ultimate street section for Kimball Avenue from Euclid Avenue to Rincon Meadows Avenue.
- 2. Construct ultimate street section from Bickmore Avenue to Kimball Avenue.
- 3. Construct ultimate north half of street section from easterly boundary of Alere Property Group project to westerly boundary of TM 18858.
- 4. Construct conduit in Kimball Avenue by joining existing conduits, from approx. 1,000' east of Euclid Avenue to approx. 600' west of Rincon Meadows Avenue.
- 5. Run fiber optic communication system from new vault at the northeast corner of Euclid Ave and Kimball Avenue, east along Kimball Avenue to Mill Creek Avenue, and south along Mill Creek Avenue to existing hub at the northeast corner of intersection of Mill Creek Avenue and Bickmore Avenue.
- 6. Construct traffic signal with CCTV at intersection of Bickmore Avenue and Mayhew Avenue, Mayhew Avenue and Kimball Avenue, Kimball Avenue and Private Street.
- 7. Connect new traffic signal at Bickmore Avenue and Mayhew Avenue to existing fiber optic communication system. TS shall communicate with City Hall.
- 8. Connect new traffic signals at Kimball Avenue and Private Street & Kimball Avenue and Mayhew Avenue to proposed fiber optic communication system. TS shall communicate with City Hall.
- 9. Coordinate with CVIFD regarding traffic signal activation method. (Install conduit into Fire Station for emergency vehicle preemption communication.)
- 10. Construct sewer from Kimball Avenue to Bickmore Avenue.
- 11. Construct domestic water main in Mayhew Avenue and Private Street. Conduct necessary study to determine size requirement, to the satisfaction of City Engineer.
- 12. Coordinate fire hydrant requirements with CVIFD.
- 13. Storm Drain design shall be incorporated as a part of ultimate Kimball Avenue improvements, from Euclid Avenue to Main Street. Storm Drain improvements shall be constructed from Euclid Avenue to Rincon Meadows Avenue, and any interim drainage improvements necessary to mitigate street flows until such time that the remaining portion of Kimball Avenue, Rincon Meadows Avenue to Main Street, is improved.
- 14. Construct ultimate Storm Drain Line H in Mayhew Avenue, with a termination point and outlet s/o Bickmore Avenue, to the satisfaction of City Engineer.
- 15. Construct Storm Drain Line to mitigate street flows to the satisfaction of City Engineer.

- 16. Construct 18" recycled water main in Kimball Avenue, from Euclid Avenue to easterly parcel boundary and connect to existing 12" line.
- 17. Construct 8" recycled water main in Mayhew Avenue, from Kimball Avenue to Bickmore Avenue.
- 18. Construct 12" sewer from Mayhew Avenue to easterly boundary of Alere Property Group project.
- 19. Sewer in private street and outside public ROW shall be private.
- 20. Permanent public improvements listed in the DIF nexus study are eligible for reimbursement.
- 21. Water system in private street shall be public. Water system onsite shall be private.
- 2.4 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at: http://www.swrcb.ca.gov/water issues/programs/stormwater/constpermits.shtml.
- 2.5 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 2.6 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 2.7 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed per City Standard No. 465. This condition does not apply to existing wells that belong to the Chino Basin Desalter Authority (CDA).
- 2.8 Developer shall prepare signing and striping plans, signal plans and improvement plans for all affected street intersection and segments to include new lane configurations, appropriate transitions, modified lane configurations, utility location, etc. to the satisfaction of the City Engineer and the Director of Development Services.
- 2.9 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.
- 2.10 Provide adequate sight distance per City Standard No. 865 for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.11 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

- 2\_12 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals until such time the improvements are accepted by the City.
- 2.13 Based on the approved plans, begin the process of constructing the following intersection improvements. These improvements must be approved by the Development Services Department prior to the request and release of occupancy permits. (Interim improvements are not DIF eligible)
  - Mayhew Avenue at Kimball Avenue Design and install a traffic signal at this intersection. Design will include CCTV camera installation. Improvements are eligible for DIF credit.
  - Mayhew Avenue at Bickmore Avenue Design and install a traffic signal at this
    intersection. Design will include CCTV camera installation. Improvements are
    eligible for DIF credit.
  - 3. <u>Private Street at Kimball Avenue</u> Design and install a traffic signal at this intersection. Design will include CCTV camera installation. Improvements are <u>not</u> eligible for DIF credit.
  - 4. <u>Euclid Avenue at Kimball Avenue</u> Perform any traffic signal improvements triggered by improvements listed in section 2.16.
- 2.14 Additional right-of-way and improvements shall be required to accommodate these improvements and widening for turn pockets. If right-of-way cannot be acquired from properties not controlled by Richland Communities, mitigate traffic to the satisfaction of the City Engineer and the Director of Development Services.
- 2.15 Comply with all requirements of the Traffic Impact Analysis (TIA) dated March 4, 2019 including participation in fair share contributions and construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.
- 2.16 Based on the approved plans, construct the following intersection improvements as described in the TIA dated March 4, 2019 and/or the City's DIF Nexus Study. These improvements must be approved by the Development Services Department prior to the request and release of occupancy permits:
  - Central Avenue at El Prado Road Modify the traffic signal to implement overlap phasing on the northbound right turn lane to improve the existing deficiency (currently under construction). Design will include CCTV camera installation. Improvements listed in the DIF nexus study are eligible for DIF credit.
  - 2. Euclid Avenue at Kimball Avenue
    - Add a 2<sup>nd</sup> eastbound left turn lane (currently under construction).
    - Add a 2<sup>nd</sup> southbound left turn lane and westbound right turn lane.
    - Add a southbound right turn lane with overlap phasing (currently under construction).
    - Improvements listed in the DIF nexus study are eligible for DIF credit.
  - 3. Mayhew Avenue at Kimball Avenue
    - Construct a northbound right turn lane.
    - Construct a northbound left turn lane.
    - Construct a westbound left turn lane.
    - Construct an eastbound right turn lane.

- 4. Mayhew Avenue at Bickmore Avenue
  - Construct a southbound left turn lane.
  - Construct an eastbound left turn lane.
  - Construct a westbound left turn lane.
- 5. Kimball Avenue at Private Street
  - Construct an eastbound right turn lane.
  - Construct a westbound left turn lane.

Note: All project entrances off of Kimball Avenue shall have designated right turn pockets.

Pay fair share contribution for non DIF improvements in the City of Chino as described in the TIA dated March 4, 2019.

- 2.17 Prior to installation of underground utilities, CCTV inspection of existing sewer and storm drain conduits that may be impacted by the construction shall be performed and recordings submitted to the City for comparison to post-construction inspection.
- 2.18 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.
- 2.19 The developer is responsible for the continued operation and maintenance of perimeter street lights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to establish an association for the continued operation and maintenance of above improvements or the alternative is to annex the properties into the Preserve Master Maintenance Corporation (PMMC) or other association acceptable to the Director.
- 2.20 This development shall mitigate its impact to downstream properties by reducing post-developed runoff to 80% of pre-developed runoff peak flow rates. The analysis shall include 5, 10, 25 & 100-year frequency storm events. Provisions for emergency overflow, should the basin fail, shall be provided.
- 2.21 Emergency overflow shall be provided for all basin types.
- 2.22 The flows coming off of future residential tract at the NEC of Mayhew Avenue & Bickmore Avenue shall be mitigated to the satisfaction of City Engineer. Storm Drain Line H shall be sized under assumption that said tract is fully developed.
- 2.23 Pay fair share contribution for improvements in the City of Eastvale (\$91,720) as described in the March 4, 2019 TIA.
- 2.24 Pay fair share contribution for improvements in the City of Ontario (\$197,627) as described in the March 4, 2019 TIA.
- 2.25 Pay fair share contribution for improvements in the City of Jurupa Valley (\$7,219) as described in the March 4, 2019 TIA.
- 2.26 Pay fair share contribution for improvements in Caltrans ROW (\$89,870) as described in the March 4, 2019 TIA.
- 2.27 Driveway locations for the future industrial parcel at the NWC of Bickmore Avenue and Mayhew Avenue, shall be determined at the time of site approval, to the satisfaction of City Engineer.

#### 3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

- 3.1 Record Parcel Map No. 19756 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.
- 3.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 3.3 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 3.4 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 3.5 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, in accordance with City Code, Chapter 13.32.
- 3.6 Pay all applicable fees including, but not limited to, Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF) not previously paid under Item 1.0 above, in accordance with the City Code. The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code Section 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Section 3.40.080(B) or 3.45.080(B).

3.7 Enter into a reimbursement agreement for work listed in the DIF nexus study.

#### 4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

- 4.1 Construct and secure Development Services Department approval of all required improvements and public facilities enumerated under Section 2.0 & 3.0 above (per Resolution No. 88-23).
- 4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.
- 4.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

- 4.5 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.
- 4.5 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.
- 4.6 After installation of underground utilities, perform CCTV inspection of the existing conduits that were CCTV inspected prior to construction and all new storm drain and sewer conduits that are less than 48-inch in diameter.

4.7	Other Conditions:		

MK

Attachment

ALTITUDE BUSINESS CENTRE DIF ELIGIBLE IMPROVEMENTS

ENGINEER'S ESTIMATE	Bickmore	Maynew	Kimball	SUBTOTAL	Contingencies	Construction Staking 3%	Soils Testing	Material Testing	Construction	Contract	SUBTOTAL	Kincon Meadows to	TOTAL
Streets	781,169	2,321,636	4.577.714	7.660.519	766.052	229.816	78.605	78.605	153 210	76 605	1 378 893	127 100	0 456 549
Water		363.069	19	363.069	36 307	10.892		2 834	1 200 4	9 8 9 9	68 98	201,121	707 000
Recycled Water		232 496	432 668	665.165	88 518			6,660	13 303	6.652	119 730		724 004
Sewer	130,118	368,546		488,664	49.888		4.987	4.987	8 973	4 987	89.750		588 423
Storm Drain	190,785	2,068,458	436.890	2,698,133	269,813			28,981	53,983	26,981	485,684		3.183.796
SUBTOTAL	1,082,072	5,354,205	5,449,272	11,885,549	1,188,555	67		118,855	237,711	118,855	2,139,399		14,152,048
PROJECT ADDITIVES													
Project Contingencies 10.	10.0% 108,207	535,421	544,927	1,188,555				_	Maximum DIF Credits	Credits			TOTAL
Construction Staking 3,1	3,0% 32,462	160,626	163,478	356,566					Circulation (Str	Circulation (Streets, Signals & Bridges)	Bridges)		9,166,513
Soils Testing 1.0		53.542	54,493	118,855					Water (Potable & Recycled)	& Recycled)			1,213,316
Material Testing 1.1	1.0% 10,821	53,542	54,493	118,855					Sewer				588,423
Construction Inspectie 2.	2,0% 21,641	107,084	108,985	237,711					Storm Drainage				3,163,796
,	1.0% 10,821	53,542	54,493	118,855									14,152,048
SUBTOTAL	194,773	182,787	698'086	2,139,399				•					
Kimball - Design Only (Rincon Meadows to Main Street)	eadows to Main Street)		127,100	127,100									
OTAL	1 276 845	6 317 962	6.567.241	14 152 048									

\*Credit/reimbursement is based on the actual validated costs approved by the City Engineer. The actual validated costs shall not exceed the project's cost estimate included in the Nexus Report.

#### EXHIBIT D

#### SCHEDULE OF PERFORMANCE

- Plans Approved April & May 2020
- Public Bid May 2020
- Award Contracts 6/1/2020
- Pre-construction Meeting 6/8/2020
- Mobilization 6/10/2020
- Construction
  - o Bickmore June 2020 to October 2020
    - Sewer
    - Storm Drain
    - Street Improvements
  - Mayhew June 2020 to May 2021
    - Sewer
    - Storm Drain
    - Domestic Water
    - Recycled Water
    - Street Improvements
  - Kimball August 2020 to February 2021
    - Sewer
    - Storm Drain
    - Recycled Water
    - Street Improvements
- R&R & Final Inspection May 2021
- City Acceptance of Improvements June 2021

#### **EXHIBIT E**

#### DIF CREDIT/REIMBURSEMENT ADDENDUM

#### Form to include:

- . Contract No.
- Developer name
- Project Name
- Developer DIF Fees payable (if any)
- Credit/Reimbursement Amount per Section 11.2
- \* Assignment restrictions which will include:
  - Mandatory use of attached assignment form which will include:
    - Name of assignee
    - Name of assignor
    - Contract number
    - Signatures of both assignor and assignee
    - Summary of Original Amount of Credit or Credits/Reimbursement amounts previously assigned
    - Remaining Final Credit/Reimbursement Amount after assignment.
    - City must execute assignment acknowledging transfer
    - Requirements for future assignment by assignee of Credit/Reimbursement

# MEMORANDUM CITY OF CHINO FINANCE DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: NADYNE LOWRY, ACTING DIRECTOR OF FINANCE

#### **SUBJECT**

Formation of Improvement Area 11 in Community Facilities District 2003-3.

#### **RECOMMENDATION**

1) Conduct a Public Hearing regarding the formation of Improvement Area 11 in Community Facilities District 2003-3; 2) accept tax consultant's report; 3) adopt Resolution No. 2024-054 establishing Improvement Area 11 of CFD No. 2003-3 authorizing the levy of special taxes and calling an election; 4) adopt Resolution No. 2024-055, determining the necessity to incur bonded indebtedness; 5) conduct a special election with the property owners; 6) adopt Resolution No. 2024-056, declaring results of the special election and directing recording of the special tax lien; 7) approve the introduction of Ordinance No. 2024-012, levying a special tax, to be read by number and title and waive further reading of the ordinance; and 8) authorize the City Manager to execute all necessary documents on behalf of the City.

#### FISCAL IMPACT

The City will receive City Services Tax revenue of approximately \$134,800 per year upon build out of Improvement Area 11. This revenue is intended to offset the cost of providing City services to the homes within CFD 2003-3.

#### 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:

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: FORMATION OF IMPROVEMENT AREA 11 IN COMMUNITY FACILITIES DISTRICT

2003-3. PAGE: 2

#### **BACKGROUND**

Lewis Operating Corporation (Lewis) is the primary land developer in The Preserve. Lewis is currently developing their land with residential, commercial and community facilities. As part of the development of The Preserve, the City of Chino is requiring Lewis to build the necessary public infrastructure to serve the residents and businesses of the new project area. In order to help Lewis finance the cost of the required infrastructure improvements, the City has formed Community Facilities District (CFD) No. 2003-3.

CFD No. 2003-03 was formed in 2004 and was designed to utilize Improvement Areas to issue bonds as The Preserve developed over time to finance certain public facilities, and to pay for necessary ongoing municipal services authorized by the Mello-Roos Act and the formation documents with respect to CFD No. 2003-3. To date, ten Improvement Areas have been established. The public improvements for the Lewis project have consisted of backbone infrastructure such as sewer, water and gas lines, storm drain connections, streets, curb and gutters, streetlight and traffic signal improvements, landscaped medians, fire station, joint use community center and other required facilities. Authorized municipal services payable from the improvement areas include maintenance of parks, parkways, and open space; flood and storm protection; operation of storm drainage systems; and public safety services.

Lewis is moving forward on additional housing developments in The Preserve. Lewis has approached the City and wishes to establish Improvement Area 11 in CFD No. 2003-3. Improvement Area 11 will comprise of four separate zones for taxing purposes (see attached map).

On October 1, 2024, City Council adopted Resolution No. 2024-049, declaring the City of Chino's intention to annex property into Community Facilities District No. 2003-3, and to Establish Improvement Area No. 11 in CFD No. 2003-3, and to authorize the Levy of Special Taxes. In addition, the City Council adopted Resolution No 2024-050, declaring the City of Chino's Intention to Incur Bonded Indebtedness for the proposed Improvement Area 11 of the Community Facilities District No. 2003-3 and established November 5, 2024, as the Public Hearing date. A Notice of Public Hearing was published in the local paper on October 19, 2024. Additionally, the full notice was mailed to all the owners of the subject property prior to the Public Hearing, November 5, 2024.

#### **ISSUES/ANALYSIS**

The Mello-Roos Community Facilities Act of 1982 ("the Act"), Section 55318 of the Government Code, establishes the specific proceedings for creating Improvement Areas in a Community Facilities District. These proceedings require the City Council to conduct a public hearing to hear testimony of all interested persons for or against the establishment of the Improvement Area, the extent of the Improvement Area, and the furnishing of specific types of public facilities or services. At the conclusion of the hearing, the legislative body may determine to proceed with establishing the Improvement Area.

By adopting Resolution No. 2024-049, pursuant to Section 53321.5 of the Act, the Council ordered the responsible officers for the proposed Improvement area to study said improvement area and prepare a report for the Council. The Special Tax Consultant, Webb Municipal Finance, has prepared and submitted this report to the City Council on behalf of the officers for

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TITLE: FORMATION OF IMPROVEMENT AREA 11 IN COMMUNITY FACILITIES DISTRICT

2003-3. PAGE: 3

City review. The report contains a brief description of the public facilities and services by type, their estimated cost, establishes the rates and methods of apportionment of the special taxes to be levied upon the parcels of taxable property required to fund the acquisition and/or construction of said public facilities and the provision of said services, as well as the amounts and costs associated with the issuance of bonds to finance acquisition and/or construction of said facilities.

After the legislative body determines to establish the Improvement Area, it shall adopt a resolution authorizing the formation of the Improvement Area and the levy of a special tax within the Improvement Area and calling for a special election within the Improvement Area, and it may immediately hold the special election. An official ballot, including a waiver of the time limit pertaining to the conduct of the election, and any requirement for notice of analysis and arguments with respect to the ballot measure, were provided to the property owner(s) prior to the November 5, 2024 City Council meeting. The City Clerk must also concur with the shortening of various time periods applicable to the said landowner election.

The City Clerk shall then canvass the returns of the election and total the number of ballots cast for and against the measure. After the canvass of returns of any election, pursuant to Section 53326, the legislative body may levy any special tax as specified in the resolution of formation in the territory of the Improvement Area, if two-thirds of the votes cast are in favor of levying that tax. The legislative body shall then approve the introduction of an ordinance levying a special tax on the Improvement Area.

At this time, it is estimated there will be approximately \$20,000,000 in bonds sold. Staff is not moving forward with the remaining documents required to sell the bonds until development in the Improvement Area is sufficient to justify the bond issuance. When development is sufficient to justify the bond issuance, the City will then process the documents necessary to sell bonds. These documents will include the Resolution approving the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement and District Continuing Disclosure Agreement. These documents will be scheduled for consideration at a future City Council meeting.

Attachments: Resolution No. 2024-054

Resolution No. 2024-055 Resolution No. 2024-056 Ordinance No. 2024-012

Improvement Area 11 Boundary Map

Tax Consultant's Report

Rate and Method of Apportionment (RMA)

NL:hm

#### **RESOLUTION NO. 2024-054**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO ESTABLISHING IMPROVEMENT AREA NO. 11 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, AUTHORIZING THE LEVY OF SPECIAL TAXES AND CALLING AN ELECTION THEREIN

WHEREAS, the City Council (the "City Council") of the City of Chino, California (the "City") has heretofore adopted Resolution No. 2024-049 (the "Resolution of Intention") stating its intention to form Improvement Area No. 11 (the "Improvement Area") of Community Facilities District No. 2003-3 of the City of Chino (the "Community Facilities District"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of the Resolution of Intention setting forth a description of the proposed boundaries of the Improvement Area, the public facilities, services and the incidental expenses to be financed by the Improvement Area (the "Facilities," "Services" and "Incidental Expenses," respectively) is on file with the City Clerk; and, except to the extent amended by this resolution, the Resolution of Intention is incorporated herein by reference; and

**WHEREAS**, a combined notice of a public hearing to be held on November 5, 2024 was published and mailed to all landowners of the land proposed to be included within the Improvement Area; and

**WHEREAS**, on November 5, 2024, the City Council opened the public hearing (the "Hearing") as required by law; and

**WHEREAS**, at the Hearing there was filed with this City Council a report containing a description of the Facilities and Services necessary to meet the needs of the Improvement Area and an estimate of the cost of such Facilities and Services as required by Section 53321.5 of the Act (the "Community Facilities District Report"); and

WHEREAS, at the Hearing all persons desiring to be heard on all matters pertaining to the proposed formation of the Improvement Area and the levy of the special taxes and the issuance of bonded indebtedness were heard and a full and fair hearing was held; and

**WHEREAS**, at the Hearing, evidence was presented to the City Council on the matters before it, and the proposed formation of the Improvement Area and the levy of special taxes was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the formation of the Improvement Area, the levy of the special taxes and the issuance of bonded indebtedness; and

**WHEREAS**, the City Council has determined that there have been no registered voters residing in the proposed boundaries of the Improvement Area for the period of 90 days prior to the Hearing and that the qualified electors in the Improvement Area are the landowners within the Improvement Area; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the establishment of the Improvement Area and with the calling of an election within the boundaries of the Improvement Area to authorize (i) the levy of special taxes within the Improvement Area pursuant to the rate and method of apportionment of the special tax attached as Exhibit C to the Resolution of Intention (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an additional appropriations limit for the Community Facilities District on behalf of the Improvement Area;

## NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. An improvement area within the Community Facilities District to be designated "Improvement Area No. 11 of Community Facilities District No. 2003-3 of the City of Chino, County of San Bernardino, State of California" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the Community Facilities District and the Improvement Area were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of the Improvement Area are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2003-3 Improvement Area No. 11 City of Chino, County of San Bernardino, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County of San Bernardino Book of Boundary Maps in the County Recorder's Office in Book No. 93 at page 3 as Document No. 2024-0236132 on October 2, 2024.

Section 4. The types of Facilities, Services and Incidental Expenses authorized to be provided for the Improvement Area are those set forth in the Resolution of Intention. The estimated cost of the Facilities, Services and Incidental Expenses to be financed is set forth in the Community Facilities District Report, which estimates may change as the Facilities are designed and bid for construction and acquisition.

The City of Chino is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities or provide Services, all in accordance with the Act. The City Council finds that the proposed Facilities and Services are necessary to meet the increased demand that will be placed upon public infrastructure and City as a result of new development within the Improvement Area.

Section 5. The City Council hereby adopts the Rate and Method as the applicable rate and method of apportionment for the Improvement Area. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the Improvement Area, to levy the proposed Special Tax A (as defined in the Rate and Method) in the Improvement Area at the rates set forth in the Rate and Method on all non-exempt property within the Improvement Area sufficient to pay (i) the Facilities and the principal and interest and other periodic costs on the bonds proposed to be issued by the Community Facilities District on behalf of the Improvement Area to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve

fund in lieu of cash) and other expenses of the type permitted by Section 53345.3 of the Act; and (ii) the Incidental Expenses.

Except where funds are otherwise available, it is also the intention of the City Council, subject to the approval of the eligible voters within the Improvement Area, to levy the proposed Special Tax B (as defined in the Rate and Method, and, together with Special Tax A, the "Special Tax") in the Improvement Area at the rates set forth in the Rate and Method on all non-exempt property within the Improvement Area sufficient to pay (i) the Services; and (ii) the Incidental Expenses.

The Community Facilities District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the Improvement Area, providing the Services, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the Community Facilities District. The Rate and Method is attached as Exhibit C to the Resolution of Intention, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the Improvement Area to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Community Facilities District Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within the Improvement Area will place on the Facilities and Services and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel pursuant to the Rate and Method, but Special Tax A shall not be levied after Fiscal Year 2068-69. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and the Special Tax is not a tax on or a tax based upon the ownership of real property.

The City's Director of Finance or Acting Director of Finance will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of Special Tax levy obligations by assessor's parcel number and will be responsible for estimating future Special Tax levies pursuant to Section 53340.2 of the Act.

Section 6. In the event that a portion of the property within the Improvement Area shall become for any reason exempt, wholly or partially, from the levy of Special Tax specified in the Rate and Method, the City Council shall, on behalf of the Improvement Area, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within the Improvement Area which is not delinquent or exempt in order to yield the required debt service payments on any outstanding bonds of the Improvement Area or to prevent the Community Facilities District from defaulting on any other obligations or liabilities of the Improvement Area; provided, however, that under no circumstances shall the Special Tax in the Improvement Area be increased in any fiscal year as a consequence of delinquency or default by the owner of any other parcel or parcels within the Improvement Area by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method.

Section 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the Improvement Area; and this lien shall continue in force and effect until (i) in the case of Special Tax A, the Special Tax A obligation is prepaid and permanently satisfied and the lien canceled in accordance with law, or (ii) for both Special Tax A

and Special Tax B, until collection of the applicable Special Tax by the Community Facilities District on behalf of the Improvement Area ceases.

Section 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Improvement Area, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Improvement Area and will be benefited by the Improvements proposed to be provided within the Improvement Area.

Section 9. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the proposed Improvement Area for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of the Improvement Area as are proposed to be provided by the Facilities or Services to be financed by the Improvement Area.

Section 10. Written protests against the establishment of the Improvement Area have not been filed by one-half or more of the registered voters within the boundaries of the Improvement Area or by the property owners of one-half or more of the area of land within the boundaries of the Improvement Area. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 11. An election is hereby called for the Improvement Area on the propositions of levying the Special Tax on the property within the Improvement Area and establishing an additional appropriations limit for the Community Facilities District on behalf of the Improvement Area pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness for by the Community Facilities District on behalf of the Improvement Area, pursuant to Section 53351 of the Act. The propositions to be placed on the ballot for the Improvement Area are attached hereto as Exhibit A.

Section 12. The date of the election within the Improvement Area shall be November 5, 2024, or such later date as is consented to by the City Clerk and the landowners within the Improvement Area. The City Clerk shall conduct the election. Except as otherwise provided by the Act, the election shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are no registered voters within the territory of the Improvement Area, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within the Improvement Area. The voters shall be the landowners of record within the Improvement Area as of November 5, 2024.

Section 13. The preparation of the Community Facilities District Report is hereby ratified. The Community Facilities District Report, as submitted, is hereby approved and made a part of the record of the public hearing regarding the formation of the Improvement Area, and is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 14. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 5th day of November 2024.

	CITY COUNCIL OF THE CITY OF CHINO
	By: Eunice M. Ulloa, Mayor of the City of Chino
ATTEST:	
Natalie Gonzaga City Clerk of the City of Chino	

STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss.
CITY OF CHINO )

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 5th day of November 2024, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

Attachments: Exhibit A

#### **EXHIBIT A**

#### SAMPLE BALLOT

#### **IMPROVEMENT AREA NO. 11** OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO

#### SPECIAL TAX AND SPECIAL BOND ELECTION

November 5, 2024

This ballot represents \_\_\_\_ votes.

To vote, write or stamp a cross ("+" or "X") in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Chino and obtain another.

PROPOSITION A: Shall Improvement Area No. 11 of Community Facilities

District No. 2003-3 of the City of Chino (the "Improvement Area") incur an	YES
indebtedness and issue bonds for the Improvement Area in the maximum principal amount of \$20,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2024-049 of the City Council of the City of Chino (the "Resolution of Intention")?	NO
PROPOSITION B: Shall Special Tax A and Special Tax B with a rate and method of apportionment attached as Exhibit C to the Resolution of	YES
Intention, at rates ranging from \$8,620 to \$10,300 per unit and \$80,952 per acre until June 30, 2069, in the case of Special Tax A, and at rates ranging	NO
from \$1,071 to \$1,276 per unit and \$9,334 per acre in perpetuity as long as the Services are provided, in the case of Special Tax B, be levied to pay for (i) in the case of Special Tax A, the Facilities, Incidental Expenses and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in resolution of the City Council stating its intention to form the Improvement Area (the "Resolution of Intention"), and (ii) in the case of Special Tax B, the Services, Incidental Expenses and the other purposes described in the Resolution of Intention?	
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of	YES
Article XIIIB of the California Constitution, for the Community Facilities District on behalf of the Improvement Area be increased by an amount	NO
equal to \$20,000,000?	

#### **RESOLUTION NO. 2024-055**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN IMPROVEMENT AREA NO. 11 OF SAID COMMUNITY FACILITIES DISTRICT AND CALLING AN ELECTION THEREIN

WHEREAS, on October 1, 2024, the City Council (the "City Council") of the City of Chino adopted Resolution No. 2024-049 (the "Resolution of Intention") stating its intention to form Improvement Area No. 11 (the "Improvement Area") of Community Facilities District No. 2003-3 of the City of Chino (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on October 1, 2024, the City Council also adopted Resolution No. 2024-050 stating its intention to incur bonded indebtedness within the proposed Improvement Area in an amount not to exceed \$20,000,000 to finance: (1) the purchase, construction, expansion, improvement or rehabilitation of public improvements identified in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the Improvement Area (the "Incidental Expenses"); and

**WHEREAS**, notice was published as required by law relative to the intention of the City Council to form the proposed Improvement Area and to incur bonded indebtedness for the Improvement Area; and

**WHEREAS**, on November 5, 2024, the City Council opened a noticed public hearing to determine whether it should proceed to form the Improvement Area, issue bonds to pay for the Facilities and Incidental Expenses and to authorize the rate and method of apportionment of a special tax to be levied within the Improvement Area for the purposes described in the Resolution of Intention; and

WHEREAS, at said public hearing all persons desiring to be heard on all matters pertaining to the formation of the Improvement Area, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed Facilities and Incidental Expenses were heard and a full and fair hearing was held; and

**WHEREAS**, subsequent to such hearing the City Council adopted a resolution establishing the Improvement Area (the "Resolution of Formation"); and

**WHEREAS**, the City Council desires to make the necessary findings to incur bonded indebtedness for the Improvement Area, to declare the purpose for said indebtedness, and to authorize the submittal of certain propositions to the voters of the Improvement Area, being the owners of land within the Improvement Area, all as authorized and required by law;

## NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness of the Improvement Area in a maximum aggregate principal amount not to exceed \$20,000,000.

Section 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities, as described in the Resolution of Intention and the Resolution of Formation, financing the Incidental Expenses, and carrying out the powers and purposes of the Community Facilities District on behalf of the Improvement Area, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash), administrative expenses and other expenses of the type authorized by Section 53345.3 of the Act.

Section 3. The whole of the property within the Improvement Area, other than property exempted from Special Tax A (as defined in the Rate and Method, defined below) pursuant to the provisions of the rate and method of apportionment approved by the City Council as the rate and method of apportionment for the Improvement Area (the "Rate and Method"), shall pay for the bonded indebtedness of the Improvement Area pursuant to the levy of Special Tax A authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed forty (40) years.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or the fixed rate shall not exceed the maximum rate permitted by Section 53531 of the California Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for the Improvement Area on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness for the Improvement Area shall be in the form set forth in Exhibit A to the Resolution of Formation. The election in the Improvement Area on the proposition of incurring bonded indebtedness shall be consolidated with the election and on the propositions to levy Special Tax A and Special Tax B (as defined in the Rate and Method) and to establish an appropriations limit for the Improvement Area, which propositions shall be in the forms set forth in Exhibit A to the Resolution of Formation.

Section 8. The date of the consolidated special election for the Improvement Area shall be November 5, 2024, or such later date as is consented to by the City Clerk of the City of Chino (the "City Clerk") and the owners of land within the Improvement Area. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to

conduct the election following the adoption of the Resolution of Formation and this resolution; and all ballots shall be received by, and the City Clerk shall close the election by 6:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. It is hereby found that there are fewer than 12 registered voters within the territory of the Improvement Area and, pursuant to Section 53351(j) of the Act, the ballots for the special election shall be distributed in person or by mail with return postage prepaid to the landowners of record within the Improvement Area as of the close of the November 5, 2024 hearing regarding the formation of the Improvement Area. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within the Improvement Area, as provided in Section 53326 of the Act.

Section 9. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 5th day of November 2024.

	CITY COUNCIL OF THE CITY OF CHINO		
	By:		
	Eunice M. Ulloa, Mayor of the City of Chino		
ATTEST:			
Natalie Gonzaga			
City Clerk of the City of Chino			

STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss.
CITY OF CHINO )

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 5th day of November 2024, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

#### **RESOLUTION NO. 2024-056**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN, CERTIFYING THE RESULTS OF THE NOVEMBER 5, 2024 SPECIAL TAX AND BOND ELECTIONS

WHEREAS, the City Council (the "City Council") of the City of Chino, California (the "City"), acting as the legislative body of Community Facilities District No. 2003-3 of the City of Chino (the "Community Facilities District"), called and duly held elections on November 5, 2024 within the boundaries of Improvement Area No. 11 of the Community Facilities District (the "Improvement Area") pursuant to Resolution Nos. 2024-054 and 2024-055 for the purpose of presenting to the qualified electors within the Improvement Area the propositions which are attached hereto as Exhibit A; and

**WHEREAS**, there has been presented to the City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Exhibit B;

## NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the Community Facilities District on behalf of the Improvement Area.

Section 2. Propositions A, B and C presented to the qualified electors of the Improvement Area on November 5, 2024 were approved by more than two-thirds of the votes cast at the election held for the Improvement Area, and each of Propositions A, B and C has carried. The City Council is hereby authorized to levy on the land within the Improvement Area the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in an amount not to exceed \$20,000,000 specified in Proposition A.

Section 3. The City Clerk is hereby directed to record in the Office of the County Recorder within fifteen days of the date hereof a notice of special tax lien which Bond Counsel to the Community Facilities District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 5th day of November 2024.

	CITY COUNCIL OF THE CITY OF CHINO
	Ву:
	Eunice M. Ulloa,
	Mayor of the City of Chino
ATTEST:	
Natalie Gonzaga	<del></del>
City Clerk of the City of Chino	
only cloth of the only of climic	

STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss.
CITY OF CHINO )

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 5th day of November 2024, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

Attachments: Exhibits A and B

#### **EXHIBIT A**

#### SAMPLE BALLOT

## IMPROVEMENT AREA NO. 11 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO

#### SPECIAL TAX AND SPECIAL BOND ELECTION

November 5, 2024

This ballot represents \_\_\_\_ votes.

To vote, write or stamp a cross ("+" or "X") in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Chino and obtain another.

PROPOSITION A: Shall Improvement Area No. 11 of Community Facilities District No. 2003-3 of the City of Chino (the "Improvement Area") incur an

indebtedness and issue bonds for the Improvement Area in the maximum principal amount of \$20,000,000, with interest at a rate or rates not to	NO
exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2024-049 of the	
City Council of the City of Chino (the "Resolution of Intention")?	
PROPOSITION B: Shall Special Tax A and Special Tax B with a rate and method of apportionment attached as Exhibit C to the Resolution of	\/=0
Intention, at rates ranging from \$8,620 to \$10,300 per unit and \$80,952 per	YES
acre until June 30, 2069, in the case of Special Tax A, and at rates ranging from \$1,071 to \$1,276 per unit and \$9,334 per acre in perpetuity as long	NO
as the Services are provided, in the case of Special Tax B, be levied to pay for (i) in the case of Special Tax A, the Facilities, Incidental Expenses and the principal of and interest on bonds issued to finance the Facilities and	
Incidental Expenses and the other purposes described in resolution of the City Council stating its intention to form the Improvement Area (the "Resolution of Intention"), and (ii) in the case of Special Tax B, the	
Services, Incidental Expenses and the other purposes described in the Resolution of Intention?	
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of	YES
Article XIIIB of the California Constitution, for the Community Facilities	
District on behalf of the Improvement Area be increased by an amount equal to \$20,000,000?	NO

YES

#### **EXHIBIT B**

## CERTIFICATE OF THE CITY CLERK AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

returns of the Special Tax and Bo District No. 2003-3 of the City o chambers of the City Council at	Clerk of City of Chino, do hereby and Election for Improvement Area of Chino (the "Improvement Area" 13220 Central Avenue, Chino, Callot to the authorized representated.	a No. 11 of Community Facilities). The election was held in the alifornia, on November 5, 2024.
I further certify that the re Propositions A, B and C are as t	sults of said election and the num	ber of votes cast for and against
PROPOSITION A	PROPOSITION B	PROPOSITION C
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:
Dated this 5th day of November		o no. City Clark
	Natalle Gonz City of Chino	aga, City Clerk

#### **ORDINANCE NO. 2024-012**

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ON BEHALF OF IMPROVEMENT AREA NO. 11 THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA NO. 11 OF THE DISTRICT

WHEREAS, on October 1, 2024, the City Council (the "City Council") of the City of Chino (the "City") adopted Resolution No. 2024-049 (the "Resolution of Intention") declaring its intention to form Improvement Area No. 11 (the "Improvement Area") of Community Facilities District No. 2003-3 of the City of Chino (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2024-050 declaring its intention to incur bonded indebtedness of the Improvement Area; and

WHEREAS, on November 5, 2024, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Improvement Area, the proposed levy of a special tax within the Improvement Area to provide certain services and finance certain public improvements described in Resolution No. 2024-049 and to secure the payment of any bonded indebtedness of the Improvement Area, and the proposed issuance of up to \$20,000,000 of bonded indebtedness; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Improvement Area, the proposed levy of the special tax within the Improvement Area to provide for the services and to finance the improvements described in Resolution No. 2024-049 and the proposed issuance of bonded indebtedness of the Community Facilities District on behalf of the Improvement Area were heard and a full and fair hearing was held; and

WHEREAS, on November 5, 2024, following the close of the public hearing, the City Council adopted a resolution establishing the Improvement Area (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on November 5, 2024 within the Improvement Area on three propositions relating to the levying of a special tax, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Improvement Area; and

**WHEREAS**, on November 5, 2024, a special election was held within the Improvement Area at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the Improvement Area for the purposes described in the Resolution of Formation and the issuance of bonded indebtedness for the Improvement Area as described in the Resolution to Incur Bonded Indebtedness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, ORDAINS AS FOLLOWS:

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

Section 2. By the passage of this Ordinance, the City Council authorizes the levy of Special Tax A and Special Tax B (as defined in the Rate and Method, defined below, and, collectively, the "Special Tax") within the Improvement Area at the maximum rates and in accordance with the rates and method of apportionment set forth in Exhibit C to the Resolution of Intention, which rate and method of apportionment is incorporated by reference herein (the "Rate and Method").

Section 3. The Director of Finance of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific Special Tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the specific Special Tax rate and amount to be levied on each parcel of land in the Improvement Area pursuant to the Rate and Method. The Special Tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the Special Tax may be levied at a lower rate.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the Special Tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act, the Rate and Method and the boundary map for the Improvement Area. No other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the Rate or Method of an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the Special Tax pursuant to the Rate and Method shall be used as provided for in the Act, the Resolution of Intention and the Resolution of Formation. The Special Tax shall be levied within the Improvement Area only so long as needed for the purposes described in the Resolution of Intention and the Resolution of Formation.

Section 6. The Special Tax levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as Special Tax A for payment of the interest or principal of any bonded indebtedness of the Improvement Area, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax A.

Section 8. This Ordinance relating to the levy of the Special Tax within the Improvement Area shall take effect 30 days following its final passage, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the San Bernardino County Assessor and Treasurer-Tax Collector, and to perform all other

acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

INTRODUCED, ADOPTED, SIGNED AND	O APPROVED ON the day of November, 2024.
	CITY COUNCIL OF THE CITY OF CHINO
	By: Eunice M. Ulloa, Mayor of the City of Chino
ATTEST:	
Natalie Gonzaga City Clerk of the City of Chino	

STATE OF CA	ALIFORNIA	)
COUNTY OF	SAN BERNARDINO	) ss.
CITY OF CHI	NO	)
Resolution wa		Clerk of the City of Chino, do hereby certify that the foregoing City Council of the City of Chino at a regular meeting held on the following votes:
AYES:	COUNCIL MEMBERS	5
NOES:	COUNCIL MEMBERS	5
ABSENT:	COUNCIL MEMBERS	6
NATALIE GON	NZAGA, CITY CLERK	_

## I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2003-3, IMPROVEMENT AREA No. 11 OF THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHINO AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF

\_\_\_\_\_,20\_\_\_, BY IT'S RESOLUTION

CITY CLERK, CITY OF CHINO

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CHINO THIS \_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_\_.

CITY CLERK, CITY OF CHINO

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER

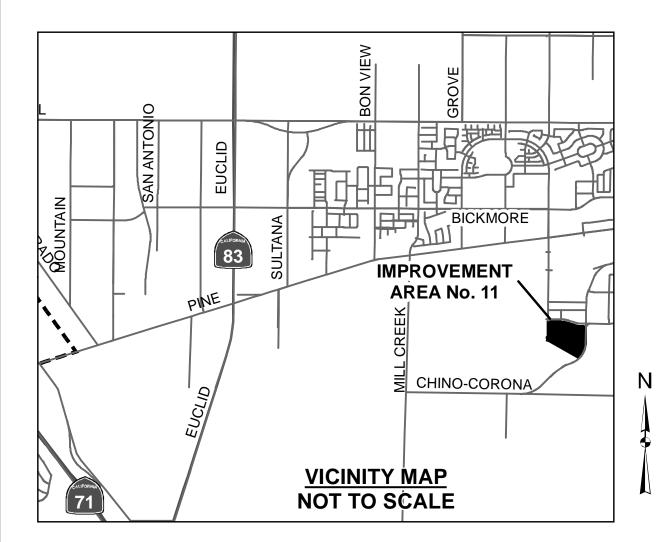
\_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ \_\_ M., IN BOOK \_\_\_\_ OF \_\_\_\_ AT PAGE , AT THE REQUEST OF CITY OF CHINO IN

THE AMOUNT OF \$\_\_\_\_\_.

CHRIS WILHITE ASSESSOR-RECORDER-COUNTY CLERK

SAN BERNARDINO COUNTY

DEPUTY RECORDER

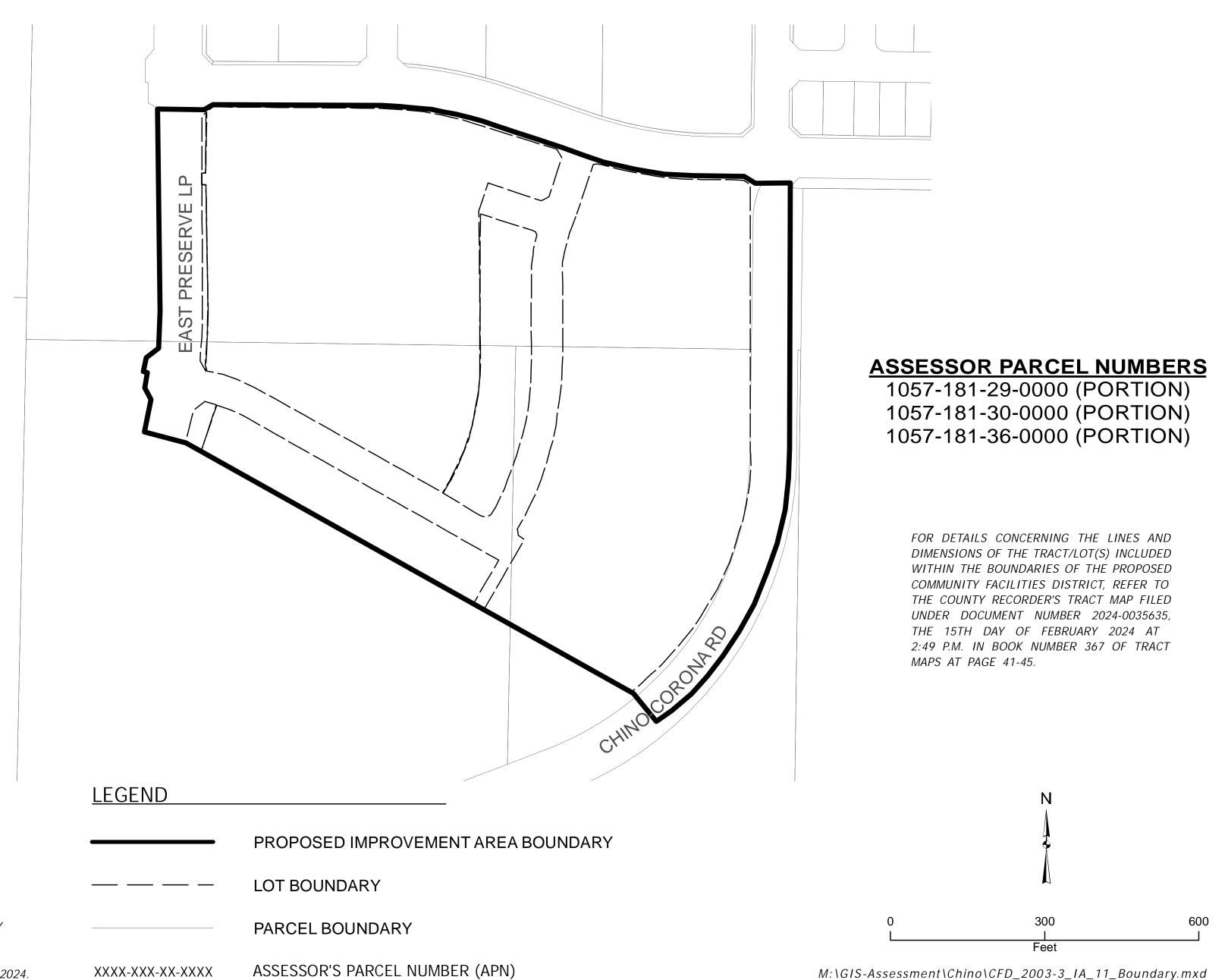




THIS MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY Webb FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE SAN BERNADINO COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-2024.

## PROPOSED BOUNDARY MAP **COMMUNITY FACILITIES DISTRICT NO. 2003-3 IMPROVEMENT AREA No. 11**

**CITY OF CHINO COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA** 





## Community Facilities District Report



# City of Chino Community Facilities District No. 2003-3 Improvement Area No. 11

## Prepared for:



November 2024

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#### 1. Introduction

AGENCY: CITY OF CHINO

PROJECT: COMMUNITY FACILITIES DISTRICT NO. 2003-3

**IMPROVEMENT AREA NO. 11** 

TO: CITY COUNCIL

**CITY OF CHINO** 

SAN BERNARDINO COUNTY STATE OF CALIFORNIA

Whereas, the City Council of the CITY OF CHINO, SAN BERNARDINO COUNTY, CALIFORNIA (hereinafter referred to as the "City Council"), did, pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Section 53321.5 thereof, (the "Act") expressly ordered the filing of a written Public Report (the "Report") for a proposed COMMUNITY FACILITIES DISTRICT NO. 2003-3 IMPROVEMENT AREA NO. 11. This Community Facilities District shall be referred to as COMMUNITY FACILITIES DISTRICT NO. 2003-3 IMPROVEMENT AREA NO. 11 of the CITY OF CHINO (hereinafter referred to as the "District" and "CFD No. 2003-3 IA NO. 11"); and,

Whereas, on October 1, 2024, the City Council adopted Resolution No. 2024-049 (the "Resolution"), and the Resolution ordering said Report, did direct that said Report generally contain the following:

- A description of the public facilities and services by type proposed to be financed by CFD No. 2003-3 IA
   No. 11;
- An estimate setting forth costs of providing such facilities and services;
- The rate and method of apportionment of the Special Tax in sufficient detail to allow each landowner or resident within the proposed District to estimate the annual amount of payment thereof.

**NOW, THEREFORE,** the undersigned, authorized representative of WEBB MUNICIPAL FINANCE, LLC, the appointed Special Tax Consultant and responsible officer or person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following data:

#### 2. Description of Facilities/Improvements and Services

Pursuant to Section 53340 of the Act, the proceeds of any Special Tax levied and collected by CFD No. 2003-3 IA No. 11 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual cost associated with determination of the amount of Special Taxes, collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of the community facilities district.

A general description of the proposed facilities and services for the District is as follows:

#### Facilities/Improvements

The types of Facilities that are proposed by CFD No. 2003-3 IA No. 11 and financed with the proceeds of Special Taxes and bonds issued by CFD No. 2003-3 IA No. 11 consist of backbone infrastructure needed for new development, such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure.

#### Services

The types of Services that are proposed to be provided by CFD No. 2003-3 and funded with the proceeds of special taxes levied by CFD No. 2003-3 consist of services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2003-3.

#### **Incidental Expenses**

The Incidental Expenses to be paid from bond proceeds and/or Special Taxes include: all costs associated with the creation of CFD No. 2003-3 IA No. 11, the issuance of bonds (which may include, but is not limited to, funding the reserve fund, capitalized interest, underwriter discount, underwriter premium, and cost of issuance), the determination of the amount of Special Taxes to be levied, costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2003-3 IA No. 11, including legal fees, fees of consultants, engineering, planning, designing and the annual administration cost of CFD No. 2003-3 IA No. 11.

The description of the eligible public facilities, services and incidental expenses above are preliminary and general in nature. The final plans and specifications approved by the applicable public agency may show substitutes or modifications in order to accomplish the work or serve the new development and any such substitution or modification shall not constitute a change or modification in the proceedings relating to CFD No. 2003-3 IA No. 11.

Based upon the preceding, it is my opinion that the facilities and services being funded are those that are necessary to meet certain increased demands placed upon the City of Chino, as a result of development and/or rehabilitation occurring within the boundaries of the District.

## 2. Description of Facilities/Improvements and Services

DATED: November 5, 2024

WEBB MUNICIPAL FINANCE, LLC

By:

SPECIAL TAX CONSULTANT FOR

Heidi Schoeppe

CITY OF CHINO

SAN BERNARDINO COUNTY STATE OF CALIFORNIA

#### 3. Cost Estimate

- 1. The cost estimate, including Incidental Expenses, to be financed through the issuance of CFD No. 2003-3 IA No. 11 Bonds is estimated to be \$17,180,000 based upon current dollars (Fiscal Year 2024-25).
- 2. For further particulars, reference is made to Table 3-1 on the following pages and incorporated herein by reference.
- 3. Pursuant to Section 53340 of the Act, the proceeds of any Special Tax levied and collected by CFD No. 2003-3 IA No. 11 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of Special Taxes, collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District. The incidental expenses associated with the annual administration of CFD No. 2003-3 IA No. 11 are estimated to be \$30,000 in the initial Fiscal Year. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

Table 3-1
Cost Estimate (1)

ltem	Estimated Cost
Park Improvements	
Van Vliet Perimeter Streetscape	\$1,305,142
Nature Trail South	\$1,197,786
Van Vliet SCE Corridor Landscape	\$1,402,104
Urban Park (Market – Legacy)	\$10,725,000
Urban Park Land	\$1,852,500
Tr. 16420-4 Backbone Landscape	\$2,829,935
Tr. 16420-5 Backbone Landscape	\$1,636,680
Tr. 16420-6 Backbone Landscape	\$1,278,228
Subtotal Eligible Park Improvements:	\$22,227,375
Street Improvements	
Block 4 Backbone Street Improvements	\$3,600,000
TR16420-3 Main Street Backbone Improvements	\$3,199,157
Tr. 16420-4 Block 9 Street Improvements	\$3,500,000
Pine Ave 5-Lane Improvements inc. Traffic Signals	\$7,896,000
Tr. 16420-5 Backbone Streets	\$2,800,416
Tr. 16420-6 Backbone Streets	\$2,175,854
Subtotal Eligible Street Improvements:	\$23,171,427
Wet Utility Improvements	
Tr. 16420-3 Backbone Storm Drain, Sewer, Water, Recycled Water	\$2,460,000
Pine Ave 5-Lane Backbone Improvements	\$540,000
Tr. 16420-4 Backbone Storm Drain, Sewer, Water, Recycled Water	\$3,000,000
Line "F" Backbone Storm Drain Improvements	\$4,200,000
Chino Community Facilities District Report	Ÿ <del>¬</del> ,∠00,000

#### 3. Cost Estimate -

Tr. 16420-5 Backbone Wet Utilities	\$2,435,138
Tr. 16420-6 Backbone Wet Utilities	\$1,825,272
Subtotal Eligible Wet Utility Improvements:	\$14,460,410
Misc. Residential Amenities	
Community Core - Misc Residential Amenities (Pine - Market)	\$1,500,000
Community Core - Misc Residential Amenities Main St- Market to Legacy Park	\$1,500,000
Subtotal Eligible Mic. Residential Amenities:	\$3,000,000
Subtotal Eligible Mic. Residential Amenities.	<b>35,000,000</b>
City Fees	
Law Enforcement	\$148,549
DIF Administration Fee	\$1,003,768
Public Use (Community Center) Facilities Fee - or Construction	\$1,236,307
General Government Fees	\$44,772
Congestion Management Plan Fees	\$139,265
Fire Fees	\$306,834
Streets DIF Prepayment (Pine Ave)	\$1,422,041
Storm Drain DIF Payment (Pine Ave)	\$645,470
Park Fees	\$1,148,000
Subtotal Eligible City Fees	\$6,095,006
Grand Total Eligible Improvements	\$68,954,218
	447 400 000
Estimated Bond Issuance:	\$17,180,000
Estimated Incidentals:	(\$2,120,780)
Estimated Project Funds Available:	\$15,059,220
Estimated Unfunded Eligible Improvements:	\$53,894,998

<sup>(1)</sup> Cost Estimate is Subject to Review and Approval

DATED: November 5, 2024 WEBB MUNICIPAL FINANCE, LLC

By: Heidi Schaeppe SPECIAL TAX CONSULTANT FOR

CITY OF CHINO

SAN BERNARDINO COUNTY STATE OF CALIFORNIA

### 4. Proposed Development

Zone 1 is planned to contain approximately 6.68 net taxable acres within Tract Number 20446-1. Zone 1 is planned to be developed into 59 single-family detached units and is generally located northwest of Chino Corona Road and east of East Preserve Loop in the City of Chino. The proposed Zone 1 boundaries include a portion of the following Assessor Parcel Numbers: 1057-481-01-0000 and 1057-491-01-0000.

Zone 2 is planned to contain approximately 7.25 net taxable acres within Tract Number 20446. Zone 2 is planned to be developed into 55 single-family detached units and is generally located northwest of Chino Corona Road and east of East Preserve Loop in the City of Chino. The proposed Zone 2 boundaries include a portion of the following Assessor Parcel Numbers: 1057-481-02-0000 and 1057-481-03-0000.

The Boundary Map for CFD No. 2003-3 IA No. 11 is attached hereto as Appendix B (the "Boundary Map").

### 5. Rate and Method of Apportionment

- 1. The Rate and Method of Apportionment allows each property owner within the proposed District to estimate the annual amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax for the District, established pursuant to these proceedings, is attached hereto as Appendix A (the "Rate and Method of Apportionment"). The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes and subject to the same penalties and provisions; however, the Special Tax may be collected at a different time or in a different manner if necessary for CFD No. 2003-3 IA No. 11 to meet its financial obligations and may covenant to foreclose on delinquent parcels as permitted by the Act.
- 2. All of the property located within CFD No. 2003-3 IA No. 11, unless exempted by law or by the Special Tax proposed for CFD No. 2003-3 IA No. 11, shall be taxed for the purpose of providing necessary facilities and services to serve the District. The Boundary Map for CFD No. 2003-3 IA No. 11 is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the City Council, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution. A property owner within the District may choose to prepay in whole or in part the Special Tax A. The available method for so doing is described in Sections G and H of the Rate and Method ("Prepayment of Special Tax A"). Special Tax B may not be prepaid.

For each year that any Bonds are outstanding, the Special Tax shall be levied on all Parcels in accordance with this Rate and Method of Apportionment. If any delinquent Special Taxes remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse the CFD for uncollected Special Taxes and costs associated with the levy of such Special Taxes, but the Special Tax shall not be levied after the 2068-2069 Fiscal Year.

3. For particulars as to the Rate and Method of Apportionment, see the attached and incorporated Appendix A.

It is my opinion that the Rate and Method of Apportionment, described above and set forth in Appendix A, is fair and reasonable.

This Report has been prepared and consolidated by the Special Tax Consultant, Webb Municipal Finance, LLC, and is herewith submitted to the Board pursuant to the applicable provisions of the Mello-Roos Community Facilities Act of 1982.

DATED: November 5, 2024 WEBB MUNICIPAL FINANCE, LLC

By: Heidi Schaeppe SPECIAL TAX CONSULTANT FOR

CITY OF CHINO

SAN BERNARDINO COUNTY
STATE OF CALIFORNIA

### **APPENDIX A**

Rate and Method of Apportionment



### RATE AND METHOD OF APPORTIONMENT FOR

# OF THE CITY OF CHINO (IMPROVEMENT AREA NO. 11)

The following sets forth the Rate and Method of Apportionment for the levy and collection of Annual Special Tax A and Annual Special Tax B in Improvement Area No. 11 of the City of Chino ("City") Community Facilities District No. 2003-3 ("CFD No. 2003-3"). An Annual Special Tax A and Annual Special Tax B shall be levied on and collected in Improvement Area No. 11 of CFD No. 2003-3 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All of the real property within Improvement Area No. 11, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

### SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acquisition Agreement" means the Acquisition Agreement dated as of May 18, 2004 by and between the City and Chino Development Corporation, et al, as it may be amended.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the City Engineer.

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

"Administrative Expenses" means any ordinary and necessary expenses allocable to the Special Tax A Requirement and to the Special Tax B Requirement which are incurred by the City on behalf of Improvement Area No. 11 related to the determination of the amount of the levy of Special Tax A and Special Tax B, the collection of Special Tax A and Special Tax B including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of Improvement Area No. 11, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2003-3 relating to Improvement Area No. 11.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax A and Special Tax B.

"Agricultural Buffer Property" means all Assessor's Parcels which have a restriction on development due to their location being within 100 feet of existing animal use pursuant to the "DEVELOPMENT PLAN, General Development Standards, Right-to-Farm, Development Standards" section of the Preserve Specific Plan approved on March 25, 2003.

"Annual Special Tax A" means for each Assessor's Parcel, the Special Tax A actually levied in a given Fiscal Year on any Assessor's Parcel.

"Annual Special Tax B" means for each Assessor's Parcel, the Special Tax B actually levied in a given Fiscal Year on any Assessor's Parcel.

"Approved Property" means all Assessor's Parcels of Taxable Property other than Provisional Undeveloped Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) that have not been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax A is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of Improvement Area No. 11.

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

"Assessor's Parcel Number" means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

"Assigned Annual Special Tax A" means the Special Tax A of that name described in Section D below.

"Backup Annual Special Tax A" means the Special Tax A of that name described in Section E below.

"Bonds" means those bonds issued by or on behalf of CFD No. 2003-3 Improvement Area No. 11, or any refunding thereof, to which Special Tax A within Improvement Area No. 11 has been pledged.

"Boundary Map" means a recorded map of the CFD No. 2003-3 which indicates the boundaries of Improvement Area No. 11 of CFD No. 2003-3.

**"Building Square Footage" or "BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel and subject to verification by City Staff.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

**"CFD No. 2003-3"** means Community Facilities District No. 2003-3 Improvement Area No. 11 established by the City under the Act.

"City" means the City of Chino, or its designee.

"City Council" means the City Council of the City of Chino, acting as the legislative body of CFD No. 2003-3, or its designee.

"Consumer Price Index" or "CPI" means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside-San Bernardino-Ontario area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario.

"County" means the County of San Bernardino.

"Developed Property" means all Assessor's Parcels of Taxable Property other than Provisional Undeveloped Property that: (i) are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax A or Special Tax B is being levied.

**"Exempt Property"** means all Assessor's Parcels designated as being exempt from both Special Tax A and Special Tax B as provided for in Section L.

**"Final Map"** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period commencing July 1 of any year and ending the following June 30.

"Improvement Area No. 11" means Improvement Area No. 11 of CFD No. 2003-3, as identified on the boundary map for CFD No. 2003-3 Improvement Area No. 11.

**"Land Use Type"** means Residential Property, Multifamily Residential Property, or Non-Residential Property.

**"Maximum Special Tax A"** means for each Assessor's Parcel of Taxable Property, the maximum Special Tax A, determined in accordance with Section C that can be levied in any Fiscal Year on such Assessor's Parcel.

"Maximum Special Tax B" means for each Assessor's Parcel of Developed Property, the maximum amount of Special Tax B, determined in accordance with Section I that can be levied in any Fiscal Year on such Assessor's Parcel.

"Multifamily Residential Property" means all Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax A obligation for an Assessor's Parcel, as described in Section H.

"Prepayment Amount" means the amount required to prepay the Special Tax A obligation in full for an Assessor's Parcel, as described in Section G.

"Proportionately" means for Special Tax A that the ratio of the Annual Special Tax A levy to the applicable Assigned Annual Special Tax A is equal for all applicable Assessor's Parcels. In the case of Special Tax B, means that the ratio of the Annual Special Tax B levy to the applicable Maximum Special Tax B is equal for all applicable Assessor's Parcels. In case of Developed Property subject to the apportionment of the Annual Special Tax A under Step Four of Section F, "Proportionately" means that the quotient of (a) Annual Special Tax A less the Assigned Annual Special Tax A divided by (b) the Backup Annual Special Tax A less the Assigned Annual Special Tax A, is equal for all applicable Assessor's Parcels.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property subject to Special Tax A that would otherwise be classified as Exempt Property pursuant to the provisions of Section L, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property within the applicable Zone below the required minimum Acreage set forth in Section L.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property.

"Services" means services permitted under the Act including, without limitation, maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2003-3.

"Special Tax A" means any of the special taxes authorized to be levied on Taxable Property within Improvement Area No. 11 by CFD No. 2003-3 pursuant to the Act to fund the Special Tax A Requirement.

"Special Tax B" means the special tax authorized to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax A Requirement" means, subject to the Maximum Special Tax A, the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B), (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of facilities or payment of fees authorized by CFD No. 2003-3 by the levy on Developed Property of the Assigned Annual Special Tax A, as required by the Acquisition Agreement provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Approved Property or Undeveloped Property as set forth in Step Two and Three of Section F, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable fiscal agent agreement, or trust agreement.

**"Special Tax B Requirement"** means, subject to the Maximum Special Tax B, that amount to be collected in any Fiscal Year to pay for Services as required to meet the needs of CFD No. 2003-3 in both the current Fiscal Year and the next Fiscal Year. The costs of Services to be covered shall be the direct costs for (i) Services, and (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B); less (iii) a credit for funds available to reduce the Annual Special Tax B levy, if any, as determined by the Administrator. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

"Taxable Property" means all Assessor's Parcels within Improvement Area No. 11, which are not Exempt Property.

**"Undeveloped Property"** means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property or Provisional Undeveloped Property.

"Unit" means any residential structure.

"Zone(s)" means Zone 1 or Zone 2 as identified below.

"Zone 1" means the specific area identified on the Boundary Map as Zone 1 of Improvement Area No. 11, consisting of Lots 1 through 59 of Tract 20446-1.

"Zone 2" means the specific area identified on the Boundary Map as Zone 2 of Improvement Area No. 11, consisting of Lots 1 through 55 of Tract 20446.

### SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2025-26, each Assessor's Parcel within Improvement Area No. 11 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property, In addition, each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property and Provisional Undeveloped Property shall be classified as being within Zone 1 or Zone 2. If an Assessor's Parcel of Approved Property, Undeveloped Property, or Provisional Undeveloped Property is located within more than one Zone, it shall be deemed to be entirely within the Zone in which the largest portion of its Acreage is located. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property, Multifamily Residential Property, or Non-Residential Property.

## SECTION C MAXIMUM SPECIAL TAX A

### 1. <u>Developed Property</u>

The Maximum Special Tax A for each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Annual Special Tax A or (ii) the Backup Annual Special Tax A.

### 2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property in any Fiscal Year shall be the Assigned Annual Special Tax A.

### SECTION D ASSIGNED ANNUAL SPECIAL TAX A

### 1. <u>Developed Property</u>

Each Fiscal Year, each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property shall be subject to an Assigned Annual Special Tax A.

The Assigned Annual Special Tax A applicable to an Assessor's Parcel of Developed Property shall be determined using the Tables below.

TABLE 1
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR DEVELOPED PROPERTY WITHIN ZONE 1

Land Use Type	<b>Building Square Footage</b>	Rate
Residential Property	Less than 2,800	\$8,710 per Unit
Residential Property	2,800 – 3,000	\$9,035 per Unit
Residential Property	3,001 – 3,200	\$9,360 per Unit
Residential Property	Greater than 3,200	\$9,685 per Unit
Multifamily Residential Property	N/A	\$80,952 per Acre
Non-Residential Property	N/A	\$80,952 per Acre

TABLE 2
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR DEVELOPED PROPERTY WITHIN ZONE 2

Land Use Type	<b>Building Square Footage</b>	Rate
Residential Property	Less than 2,700	\$8,620 per Unit
Residential Property	2,700 – 2,900	\$8,900 per Unit
Residential Property	2,901 – 3,100	\$9,180 per Unit
Residential Property	3,101 – 3,300	\$9,460 per Unit
Residential Property	3,301 – 3,500	\$9,740 per Unit
Residential Property	3,501 – 3,700	\$10,020 per Unit
Residential Property	Greater than 3,700	\$10,300 per Unit
Multifamily Residential Property	N/A	\$75,283 per Acre
Non-Residential Property	N/A	\$75,283 per Acre

### 2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

Each Fiscal Year, each Assessor's Parcel of Approved Property, Undeveloped Property, and Provisional Undeveloped Property shall be subject to an Assigned Annual Special Tax A. The Assigned Annual Special Tax A rate for an Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property shall be determined pursuant to Table 3 below:

TABLE 3
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR APPROVED PROPERTY, UNDEVELOPED PROPERTY,
AND PROVISIONAL UNDEVELOPED PROPERTY

Zone	Minimum Taxable Acreage	Rate
Zone 1	6.68	\$80,952 per Acre
Zone 2	7.25	\$75,283 per Acre

If an Assessor's Parcel of Approved Property or Undeveloped Property includes an area that would be classified as Agricultural Buffer Property, the Acreage of the Assessor's Parcel for purposes of levying the Assigned Annual Special Tax A shall exclude the Acreage of the area that would be classified as Agricultural Buffer Property.

### SECTION E BACKUP ANNUAL SPECIAL TAX A

For each Zone, at the time a Final Map is recorded, the City shall determine which Zone the Final Map area lies within and the Backup Annual Special Tax A for all Assessor's Parcels classified or reasonably expected to be classified as Residential Property within such Final Map area shall be determined by multiplying the Maximum Special Tax A rate for Undeveloped Property for the applicable Zone by the total Acreage of Taxable Property, excluding the Provisional Undeveloped

Property Acreage area, or Multifamily Residential Property and/or Non-Residential Property Acreage area if any, in such Final Map area and any Acreage reasonably expected to be classified as Exempt Property, and dividing such amount by the total number of such Assessor's Parcels of Residential Property. In no circumstance shall the total Acreage of Taxable Property in each Zone be less than the acreage set forth in Table 3.

If the Final Map area described in the preceding paragraph lies within more than one Zone, the Backup Special Tax for Parcels of Residential Property or Parcels expected to be classified as Residential Property shall be determined by multiplying the Maximum Special Tax A rate for Undeveloped Property for the applicable Zone in which the majority of each Assessor Parcel lies by the total Acreage of each Assessor Parcel.

The Backup Annual Special Tax A for Multifamily Residential Property shall be its Annual Assigned Special Tax A Rate.

Notwithstanding the foregoing, if Assessor's Parcels which are classified or to be classified as Residential Property or Multifamily Residential Property are subsequently changed by recordation of a lot line adjustment, Final Map amendment, new Final Map or similar instrument, then the Backup Annual Special Tax A shall be recalculated within the area that has been changed to equal the amount of Backup Annual Special Tax A that would have been generated if such change did not take place.

## SECTION F METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX A

Commencing Fiscal Year 2025-26 and for each subsequent Fiscal Year, the City Council shall levy Annual Special Tax A in accordance with the following steps:

Step One: The Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of

Developed Property at up to 100% of the applicable Assigned Annual Special Tax A

rates in Table 1 and Table 2 to satisfy the Special Tax A Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax A Requirement after the

first step has been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the applicable Assigned Annual Special Tax A to satisfy the Special Tax A

Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax A Requirement after the

first two steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax A for Undeveloped Property applicable to each

such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax A Requirement after the

first three steps have been completed, then the Annual Special Tax A on each Assessor's Parcel of Developed Property for which the Maximum Special Tax A is the

Backup Annual Special Tax A shall be increased Proportionately from the Assigned Annual Special Tax A up to 100% of the Backup Annual Special Tax A as needed to satisfy the Special Tax A Requirement.

Step Five:

If additional moneys are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

### SECTION G PREPAYMENT OF ANNUAL SPECIAL TAX A

The following definition applies to this Section G:

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax A which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Maximum Special Tax A.

### **Prepayment:**

The Special Tax A obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Approved Property, an Assessor's Parcel of Undeveloped Property, and an Assessor's Parcel of Provisional Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by Improvement Area No. 11 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

Payoff Amount

plus Administrative Fee equals Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Developed Property and Provisional Undeveloped Property, compute the Assigned Annual Special Tax A applicable to the Assessor's Parcel. For an Assessor's Parcel of Approved

Property, compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel. For an Assessor's Parcel of Undeveloped Property compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel.

For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, compute the present value of the remaining Annual Assigned Special Tax A payments using a discount rate that is equal to the weighted average interest rate on the Outstanding Bonds and the remaining term of the Outstanding Bonds determined by a Financial Advisor selected by the City. For any prepayment that occurs prior to the first issuance of Bonds, the discount rate used in this calculation shall be 5.5% and the term shall be the period in which the Special Tax A may be levied as provided in Section K less ten years. This is the "Payoff Amount."

- 2. For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, divide the Assigned Annual Special Tax A computed pursuant to the first paragraph in paragraph 1 of this Section G for such Assessor's Parcel by the sum of the estimated Assigned Annual Special Tax applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.
- 3. Multiply the quotient computed pursuant to paragraph 2 by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
- 4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
- 5. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.
- 6. Determine the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium in State and Local Government Series Treasury Obligations until the earliest call date for the Outstanding Bonds.
- 7. Subtract the amount computed pursuant to paragraph 6 from the amount computed pursuant to paragraph 5. This difference is the "Defeasance Cost."

- 8. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
- 9. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than zero.
- 10. The "Amount to Call Bonds" is equal to the sum of the Bond Redemption Amount, the Redemption Premium, and the Defeasance Cost, less the Reserve Fund Credit (the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds).
- 11. The Prepayment Amount is the sum of the Payoff Amount and the Administrative Fee.
- 12. From the Prepayment Amount, the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds pursuant to the fiscal agent agreement or escrow agreement; the Administrative Fee will be transferred to the Administrative Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement and used to pay administrative expenses; the remainder will be transferred to the Surplus Taxes Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement.

With respect to the Special Tax A obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of Improvement Area No. 11 that there has been a prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax A obligation and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such full prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds in each future Fiscal Year.

### SECTION H PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAX A

The Special Tax A obligation of an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property, for which a building permit has been issued or is expected to be issued, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P<sub>G</sub> = the Prepayment Amount calculated according to Section G.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of Improvement Area No. 11 that there has been a partial prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax A obligation, to indicate the partial prepayment of the Special Tax A obligation and the partial release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax A shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

### SECTION I MAXIMUM SPECIAL TAX B

### 1. <u>Developed Property</u>

### **Maximum Special Tax B**

The Maximum Special Tax B for each Assessor's Parcel of Developed Property for each Land Use Type is shown in the Tables below.

On each July 1, commencing July 1, 2025, the Maximum Special Tax for Residential Property for the prior Fiscal Year shall be increased by (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve month period ending in March of the prior Fiscal Year, not to exceed 7%.

The Maximum Special Tax for Multifamily Residential Property and Non-Residential Property shall not increase.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
FOR DEVELOPED PROPERTY WITHIN ZONE 1

Land Use Type	<b>Building Square Footage</b>	Rate
Residential Property	Less than 2,800	\$1,082 per Unit
Residential Property	2,800 – 3,000	\$1,125 per Unit
Residential Property	3,001 – 3,200	\$1,168 per Unit
Residential Property	Greater than 3,200	\$1,200 per Unit
Multifamily Residential Property	N/A	\$10,054 per Acre
Non-Residential Property	N/A	\$10,054 per Acre

TABLE 5
MAXIMUM SPECIAL TAX B RATES
FOR DEVELOPED PROPERTY WITHIN ZONE 2

Land Use Type	<b>Building Square Footage</b>	Rate
Residential Property	Less than 2,700	\$1,071 per Unit
Residential Property	2,700 – 2,900	\$1,115 per Unit
Residential Property	2,901 – 3,100	\$1,146 per Unit
Residential Property	3,101 – 3,300	\$1,195 per Unit
Residential Property	3,301 – 3,500	\$1,220 per Unit
Residential Property	3,501 – 3,700	\$1,241 per Unit
Residential Property	Greater than 3,700	\$1,276 per Unit
Multifamily Residential Property	N/A	\$9,334 per Acre
Non-Residential Property	N/A	\$9,334 per Acre

### 2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

No Special Tax B shall be levied on Approved Property, Undeveloped Property, or Provisional Undeveloped Property.

#### 3. Method of Apportionment of the Maximum Special Tax B

Commencing with Fiscal Year 2025-26 and for each following Fiscal Year, the City shall levy the Special Tax B at up to 100% of the applicable Maximum Special Tax B, Proportionately on each Assessor's Parcel of Developed Property until the amount of Special Tax B equals the Special Tax B Requirement.

### SECTION J PREPAYMENT OF ANNUAL SPECIAL TAX B

Special Tax B cannot be prepaid.

### SECTION K TERM OF SPECIAL TAX A AND SPECIAL TAX B

For each Fiscal Year that any Bonds are outstanding the Annual Special Tax A shall be levied on all Assessor's Parcels subject to the Annual Special Tax A. If any delinquent Annual Special Tax A amounts remain uncollected prior to or after all Bonds are retired, the Annual Special Tax A may be levied to the extent necessary to reimburse Improvement Area No. 11 for uncollected Annual Special Tax A amounts associated with the levy of such Annual Special Tax A amounts, but not later than the 2068-69 Fiscal Year.

Special Tax B shall be levied in perpetuity as long as the Services are being provided.

### SECTION L EXEMPT PROPERTY

The City shall classify as Exempt Property within the applicable Zone, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses or classified as Agricultural Buffer Property, or (vi) other types of public uses determined by the City Council.

Notwithstanding the foregoing, the City Council for purposes of levying the Special Tax A shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property within the applicable Zone to less than the Acreage amounts listed in Table 6

below. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property within the applicable Zone to less than the Acreage amounts listed in Table 6 will be classified as Provisional Undeveloped Property, and will be subject to the levy of Special Tax A pursuant to Step Five in Section F.

TABLE 6
MINIMUM TAXABLE ACRES

Zone	Acres
Zone 1	6.68
Zone 2	7.25

### SECTION M APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax A or Special Tax B is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax A or Special Tax B that is disputed. A representative(s) of CFD No. 2003-3 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of Special Tax A or Special Tax B, and rule on the appeal. If the representative's decision requires that the Special Tax A or Special Tax B for an Assessor's Parcel be modified or changed in favor of the property owner,

The representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year, if prior to the payment date,
- (ii) require the CFD to reimburse the property owner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) grant a credit against, eliminate, or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

The City may interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguity and make determinations relative to the amount of Administrative Expenses.

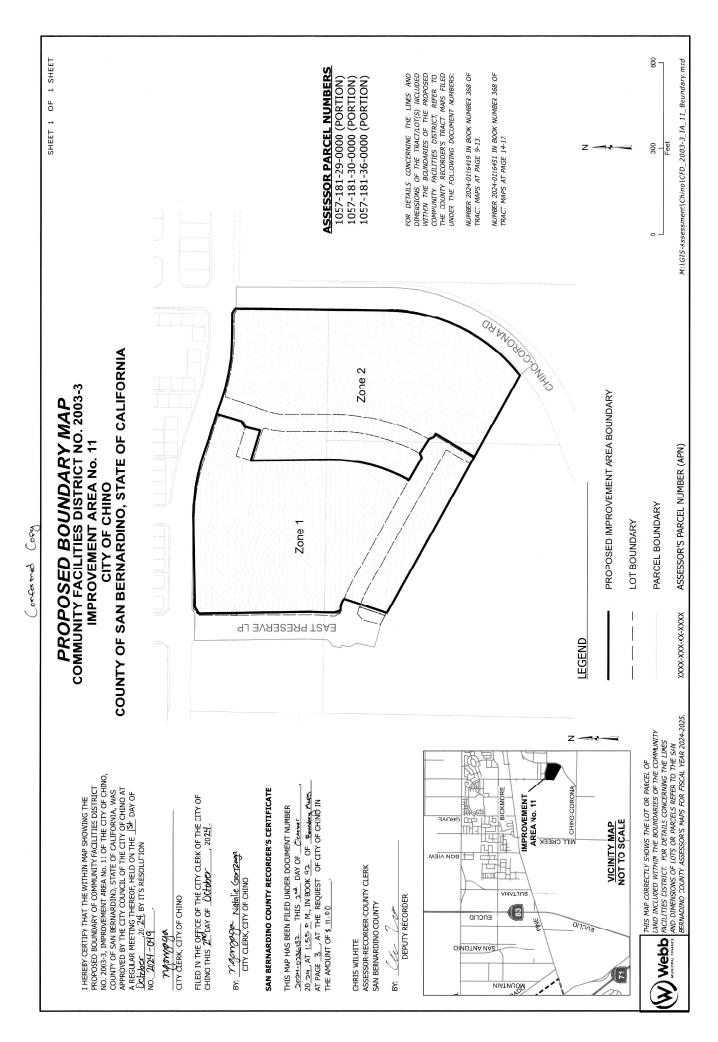
### SECTION N MANNER OF COLLECTION

The Annual Special Tax A or Annual Special Tax B shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that Improvement Area No. 11 may collect Annual Special Tax A and Annual Special Tax B at a different time or in a different manner if necessary to meet its financial obligations.

### **APPENDIX B**

Boundary Map







Corporate Headquarters 3750 McCray Street Riverside, CA 92506 951.686.1070

Murrieta Office 41870 Kalmia Street #160 Murrieta, CA 92562 951.686.1070

# MEMORANDUM CITY OF CHINO DEVELOPMENT SERVICES DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

#### **SUBJECT**

Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No. 2024-003 (ZOA PL23-0133).

### **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.

#### **FISCAL IMPACT**

There is no financial impact by approving the 2021-2029 Housing Element Update and amending the Zoning Code related to implementation of the Housing Element.

### 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:	Expenditure:
Transfer In:	Transfer Out:

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### **BACKGROUND**

The 2021-2029 Housing Element (Housing Element) was originally adopted by the City Council on January 4, 2022, and a revised version was adopted on January 17, 2023. As part of the Housing Element implementation, the City Council also adopted an ordinance (Ordinance No. 2023-008) in April 2023, which added Section 20.09.090 (Overlay Districts for Affordable Housing) to the Zoning Code to implement Programs 3B (AHO-Affordable Housing Overlay) and 3C (MUO - Mixed Use Overlay) identified in the Housing Element. The adoption of this ordinance was required for HCD to certify the City's updated Housing Element.

Following adoption, the updated Housing Element and proposed Zoning Code amendments were sent to HCD for review. After completing its review, HCD advised that additional revisions to the Housing Element and to the Zoning Code related to Programs 3B and 3C, and adding the implementation of Program 3F (Candidate Sites Used in Previous Housing Elements) were needed for HCD to be able to certify the City's Housing Element. Staff also made changes to Sections 20.04.030 (Use Regulations) and 20.21.340 (Senior Housing Projects) of the Zoning Code to completely address HCD's additional comments. The proposed changes are summarized below in the Issues/Analysis section of the staff report. HCD also advised the City that following the adoption by the City Council of the proposed revisions to the Housing Element and Zoning Code to address their additional comments, HCD will be able to finally formally certify the Housing Element as it will comply with all State requirements.

On December 20, 2023, the Planning Commission held a public hearing on the pending revisions to the Housing Element and Zoning Code. One concern raised by the Planning Commission was the requirement that mixed use projects allow for 100% of the site to be developed with residential units and not be required to provide for a retail component. The Commission was informed that any additional amendments to the Housing Element, including removing or adding overlay sites, would likely further delay certification of the Housing Element. The Planning Commission ultimately recommended the City Council adopt the revisions to the Housing Element and Zoning Code with no recommended changes by a vote of 6-0 (1 absent).

On February 6, 2024, the City Council held a public hearing to consider adoption of the revised Housing Element and the related Zoning Code amendments. The City Council voiced several concerns during the hearing related to the proposed Zoning Code amendments. The primary concern, similar to the Planning Commission, was a proposed change that would allow sites within the MUO to be developed 100% with residential units, which could reduce the amount of existing or future commercial space in the City. Other questions brought up by the City Council included the impacts of not adopting the Housing Element and/or Zoning Code amendments and possibly removing some of the MUO sites to help protect commercial properties. As a result of their concerns, the Council requested the Housing Element and related Zoning Code amendments be brought to a February 13, 2024 City Council study session to discuss the issues, and that the public hearing of the Regular City Council meeting be continued to February 20, 2024. At the continuation of the public hearing on February 20, 2024, the City Council directed staff to have the General Plan Ad Hoc Committee meet with HCD representatives to discuss options related to required changes to the City's MUO and AHO ordinance based on the City Councils concerns.

On April 28, 2024, the Housing Element Ad Hoc Committee met with Paul McDougall, Housing Policy Manager for HCD, to discuss the City's concerns and to seek alternatives to the Zoning Code amendments. Some of the potential options initially identified by Mr. McDougall included finding additional non-commercial sites to add to the AHO districts; increasing the density and

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adding capacity at other existing AHO sites; and the removal of some commercial sites from the MUO, thereby reducing the number of total overlay sites. Mr. McDougall indicated that he would further evaluate the options he provided and respond back to the City once he had a chance to review the language in both Measure M (adopted in 1988) and Measure Y (adopted in 2022), which created the overlay districts to implement the new Housing Element.

The Housing Element Ad Hoc Committee met with Mr. McDougall again on July 15, 2024, to discuss his findings. At that meeting, Mr. McDougall confirmed that, after reviewing Measure M and Measure Y, the existing ordinance (Ordinance No. 2024-003) would need to be amended to include all the changes he originally requested and were last presented to the City Council in February. His recommendation is mostly due to the inability of the City to include alternative overlay sites to replace some of the MUO sites if removed by the City Council, or to increase the capacity at existing AHO sites, since doing so would require the passage of another ballot measure to amend the provisions approved under Measure Y, and to satisfy the requirements of Measure M. Mr. McDougall added that removing any current MUO district sites without replacing them in other areas of the City to accommodate the required RHNA number puts the City at risk of not having a large enough buffer capacity as recommended by HCD.

Another Housing Element study session was conducted on October 8, 2024, to go over all the information gathered by staff regarding the City Council's concerns. Following the discussion at the meeting, the City Council directed staff to bring back the Housing Element amendments and Zoning Ordinance amendment as previously proposed on February 6 and 20, 2024, based on all the previous discussions and HCD's feedback. The Council also directed staff to begin working with affordable housing developers to see if it is possible to develop affordable housing projects in the City that are 100% affordable, or that include a greater percentage of affordable units than identified in the MUO and AHO. It was also recommended by Staff, the Housing Element consultant, and HCD that the revised Housing Element and related Zoning Code amendments be adopted now so the Housing Element can be certified by HCD to be in compliance with State law. Following certification, the Housing Element can be amended if directed by City Council to address any remaining concerns, subject to another potential ballot measure to amend provisions under Measure Y and approval of HCD.

#### **ISSUES/ANALYSIS**

2021-2029 Housing Element Revisions (Resolution No. 2024-004)

The proposed revisions have been implemented in the revised Housing Element in direct response to the comments received by HCD on the Housing Element that was adopted in January 2023. A summary of the revisions is as follows:

- Assessment of Fair Housing, including analyzing disparities in access to opportunity and local knowledge and data on past zoning actions and City investment within the community.
- Clear goals, priorities, metrics, and milestones to address identified contributing factors to fair housing issues.
- Analysis of non-vacant sites resulting in further information on market trends. No change in candidate housing sites was made as a result of this analysis.
- Reduction in assumption of Accessory Dwelling Units developed throughout the planning period.

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- Zoning for a variety of housing types consistent with the requirements of State law.
- Evaluate processing and permit procedures, including typical timeframes for review.
- Successful approval of the Measure Y vote, which implemented the overlay districts for affordable housing.
- Additional outreach, including a required seven-day public review period prior to resubmittal of the Housing Element to HCD.

Zoning Code Revisions (Ordinance No. 2024-003)

The proposed revisions to the Zoning Code are in response to the meetings with HCD, and its review of proposed options as noted above. HCD's determination is that the revisions below are required to comply with State law (Government Code Section 65583.2). A summary of the revisions is as follows:

- The Housing Element includes a Sites Inventory, which, among other things, lists sites that could accommodate lower-income housing developments. Some of these sites were also included in the Sites Inventory of previous Housing Elements but were never developed with housing. If a developer proposes a housing project on one of those sites that makes at least 20% of its units affordable to lower-income households, then the City is required by State law to review that proposed project ministerially, without requiring any discretionary permits or California Environmental Quality Act (CEQA) review. There are different requirements, as defined within the Housing Element, depending on whether the site is vacant or nonvacant and how many previous elements the site has been included in. The proposed revisions to CMC Section 20.04.030 would implement this requirement.
- State law requires that sites with mixed use projects built in the MUO must reserve at least 50% of their floor area for residential use. The City is also required to allow projects to be 100% residential in the MUO, if proposed. The revisions to CMC 20.09.090 would implement these requirements.
- Similar to the first bullet point, State law requires that if a developer proposes a housing project in the AHO or the MUO that makes at least 20% of its units affordable to lowerincome households, then the City is required to review that proposed project ministerially, without requiring any discretionary permits or CEQA review. The proposed revisions to CMC Section 20.09.090 would implement this requirement.
- State law requires that the development standards in the AHO and MUO zones must allow at least 16 units per site. The proposed revisions provide that the City will not enforce applicable development standards to the extent that they would physically preclude the development of at least 16 units on a site in the AHO or MUO.
- Senior Housing is permitted to be developed in both the AHO and the MUO, pursuant to the standards set forth in Section 20.09.090. State law requires that all residential projects, including senior housing, on sites in the AHO or the MUO be permitted to develop at a minimum density of 20 units per acre. The proposed revisions to CMC 20.09.090 and 20.21.340 clarify the density requirements for senior housing projects in the AHO or the MUO. Senior Housing is also permitted to be developed in other residential zoning districts as well as various commercial zoning districts. Projects developed outside the AHO or MUO are subject to the development standards of the

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RD20 zoning district, which has a maximum density of 20 units per acre.

#### 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 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.

#### **PUBLIC NOTICE**

A 1/8<sup>th</sup> page 10-day notice was published in the *Chino Champion* on October 26, 2024. In addition, the City sent information out on its social media platforms. The notices exceed legal noticing requirements. To date, no comments have been received. If any comments are received after the posting of the staff report, they will be addressed at the City Council hearing.

#### Attachments:

- 1. Resolution No. 2024-004
- 2. 2021-2029 Housing Element (strike out and underline version) (use link below)
- 3. Ordinance No. 2024-003 amending Sections 20.04.030 (Use regulations), 20.09.090 (Overlay districts for affordable housing), and 20.21.340 (Senior housing projects)

https://www.cityofchino.org/591/Environmental-Documents

#### 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:

<u>Section 1</u>. 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:
    - 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 lowerincome 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:
    - 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 lowerincome 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.
- 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.

<u>Section 2</u>. 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

	District	Additional Regulations	
Uses	AHO and MUO		
Residential Uses	•		
Accessory Dwelling Units	Р	Section 20.11.020	
Multiple-Family Dwellings	Р		
Senior Housing Projects	Р	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.
  - 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.
    - 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	ote 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.
  - 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;
  - 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;
  - The building incorporates an alternative entrance design that creates a welcoming entry facing the street.

#### 3. Building entrances.

- Principal building entries shall front upon the primary street or be in a visuallyprominent 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
<b>Building Form and Location</b>		
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.
    - 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:
  - 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;
  - 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:
  - 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.

- 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 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.

#### 1. 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:
  - 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 onsite 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;
  - 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;
  - 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.
  - 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.

<u>Section 3</u>. 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.

<u>Section 4.</u> <u>Severability.</u> 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.

<u>Section 5</u>. <u>Environmental Review</u>. On April 18, 2023, the City adopted an Addendum to the 6<sup>th</sup> 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.

<u>Section 7.</u> <u>Certification.</u> 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 19<sup>TH</sup> DAY OF NOVEMBER 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 19<sup>th</sup> day of November 2024 by the following vote: AYES: **COUNCILMEMBERS:** NOES: COUNCILMEMBERS: ABSENT: **COUNCILMEMBERS:** By: NATALIE GONZAGA, CITY CLERK

#### RESOLUTION NO. 2024-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA ADOPTING THE CITY OF CHINO 2021-2029 HOUSING ELEMENT

WHEREAS, the City has received a mandate from the State of California and the California Department of Housing and Community Development (HCD) to update the Housing Element of the General Plan, in order to set forth the City's strategy to preserve and enhance the community's residential character, expand housing opportunities for all economic sectors, and provide guidance and direction for local government officials in all matters related to housing; and

WHEREAS, on January 17, 2023, the City Council adopted an updated Housing Element, which included a program for the creation of an Affordable Housing Overlay and Mixed Use Overlay in order to accommodate Chino's share of the regional housing need for lower-income households; and

WHEREAS, following adoption, the Housing Element was sent to the California Department of Housing and Community Development (HCD), which requested amendments to the Housing Element before it could be certified; and

WHEREAS, on April 18, 2023, following a recommendation by the Planning Commission, the City Council adopted Section 20.09.090 of the Chino Municipal Code, establishing regulations and standards for the Affordable Housing Overlay and Mixed Use Overlay; and

WHEREAS, HCD reviewed Section 20.09.090, per the requirements of state law, and determined that revisions were required in order for the City to comply with the requirements in Housing Element law, particularly Government Code 65583.2; and

WHEREAS, City staff and the City's Housing Element consultant have worked closely with HCD to make revisions to the Housing Element and to Section 20.09.090, as well as Sections 20.04.030 and 20.21.340, in order to comply with state Housing Element laws. These amendments are included as a separate ordinance (Ordinance No. 2024-003); and

WHEREAS, on December 20, 2023, the Planning Commission held a duly noticed public hearing for the proposed 2021-2029 Housing Element changes and for PL23-0133 and adopted Resolution No. PC2023-035, reaffirming their recommendation for the City Council to adopt the 2021-2029 Housing Element and Municipal Code Amendments; and

WHEREAS, all provisions of the California Government Code and Chino Municipal Code related to the 2021-2029 Housing Element have been complied with, including a noticed public hearing; and

WHEREAS, the City Council has completed its study of the proposed amendments to the 2021-2029 Housing Element; and

WHEREAS, on November 5, 2024, the City Council held a duly-noticed public hearing and considered all documentary and verbal evidence concerning the amendments to the 2021-2029 Housing Element and closed the public hearing.

NOW, THEREFORE, the City Council of the City of Chino, California, does hereby FIND, DETERMINE, and RESOLVE as follows:

- A. The foregoing recitals are true and correct and incorporated herein.
- B. Based on substantial evidence, both written and oral, from the public hearing, the City Council makes the following findings and takes the following actions regarding the 2021-2029 Housing Element Update:
  - CEQA Findings. On January 4, 2022, the City Council adopted a Negative Declaration (State Clearinghouse No. 2021100569) for the 2021-2029 Housing Element update. The proposed amendments to the 2021-2029 Housing Element are sufficiently addressed in the Negative Declaration, and therefore no further environmental review is required.
  - 2. Findings For Non-Vacant Sites. The City Council finds, pursuant to Government Code Section 65583.2(g)(2) and based on substantial evidence described in Section 4 and Appendix B of the 2021 2029 Housing Element, that any existing uses on sites identified to accommodate affordable housing are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the period covered by the 2021-2029 Housing Element. Any sites identified to accommodate 2021-2029 RHNA need that have existing structures, improvements and/or activities demonstrate a likelihood for redevelopment during the 2021-2029 planning period. Parcels with existing uses or activities that were not likely to be discontinued during the planning period were generally removed if they had conditions suggesting continued use or activity during the planning period.
  - 3. Approval of 2021-2029 Housing Element. The City Council hereby approves the updates 2021-2029 Housing Element. City Staff are permitted to make minor non-substantive technical edits, including fixing typos and/or grammatical errors, as necessary for final certification.
  - 4. Actions by the City Clerk. The City Clerk is hereby directed to attest as to the adoption of this Resolution as of the date set forth below and forthwith transmit a copy of this Resolution, by regular mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTE	D THIS 5 <sup>TH</sup> DAY OF NOVEMBER 2024.
EUNICE M. ULLOA, MAYOR	
ATTEST:	
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 the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the  $5^{th}$  day of November 2024, by the following votes:

AYES: **COUNCIL MEMBERS:** 

NOES: **COUNCIL MEMBERS:** 

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

# MEMORANDUM CITY OF CHINO POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024

TO: LINDA REICH, CITY MANAGER

FROM: KEVIN MENSEN, CHIEF OF POLICE

#### **SUBJECT**

Federal Asset Forfeiture Funds – Police Bloodhound K9 (Federal Grant G4255).

#### **RECOMMENDATION**

1) Establish a Federal Grant Number G4255; 2) appropriate \$23,794 from unappropriated reserves of the Asset Forfeiture/Department of Justice Fund 120 for the purchase of a Police Bloodhound Service Dog, including initial training and all necessary equipment for both the dog and handler (Police Bloodhound K9 Team); 3) increase the Asset Forfeiture revenue by \$23,794; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

#### **FISCAL IMPACT**

These purchases require an appropriation of expenditures and revenue of \$23,794 from the unappropriated reserves of the Federal Asset Forfeiture/Department of Justice Fund balance. There are sufficient funds for this appropriation.

#### 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
- Public Service Excellence through Internal and External Partnerships

Revenue: 12040002-59500-G4255 Expenditure: 12040002-40010/43050/43320/48090-G4255

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TITLE: FEDERAL ASSET FORFEITURE FUNDS - POLICE BLOODHOUND K9 (FEDERAL

GRANT G4255).

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#### **BACKGROUND**

For several years, the Chino Police Department has directly participated in investigations or prosecutions that have resulted in a federal forfeiture and, therefore, an equitable share of the net proceeds of the forfeiture is returned to the city. Forfeiture funds can only be designated for law enforcement use and must be used to increase or supplement the resources of the receiving law enforcement agency. Forfeiture funds cannot be used to replace the resources of the Department.

#### **ISSUES/ANALYSIS**

The Chino Police Department's personnel allotment designates four police service dogs, but currently staff three. To increase our operational capabilities, the Department has recognized the substantial advantages of incorporating a Police Bloodhound K9 Team to our existing K9 Unit.

Introducing a Police Bloodhound K9 Team into the Chino Police Department's existing K9 Unit offers significant operational benefits. Bloodhounds are recognized for their superior tracking abilities, particularly in locating missing persons and criminal suspects across extended distances and challenging environments. Their highly refined sense of smell enhances the Department's ability to respond to critical incidents, locate individuals who have gone missing, and apprehend suspects fleeing from crime scenes, ultimately boosting public safety. Bloodhounds also excel in search and rescue missions, strengthening community relations and reflecting the Department's dedication to effective policing practices. Overall, a Police Bloodhound K9 Unit significantly elevates the operational effectiveness of the K9 Unit while building trust with residents.

As part of the research process for this project, K9 Unit supervisors consulted with several agencies in Southern California regarding their bloodhound programs and potential vendors. After vetting multiple options, it was determined that Scent Evidence K9 best aligns with Department needs.

Scent Evidence K9, based in Tallahassee, Florida, provides AKC-certified bloodhounds that undergo an extensive 8-month training program before joining a new K9 handler. After the initial training, the bloodhound and handler must complete a rigorous 5-day certification course offered by Scent Evidence K9 in Tallahassee. It is strongly recommended that the unit's supervisory team attend this training as part of establishing the Police Bloodhound program.

The Police Bloodhound K9 Team will be incorporated into the existing K9 MOU and will occupy the fourth K9 position currently allotted.

#### **FISCAL ANALYSIS:**

The costs for the new Police Bloodhound Service Dog are projected to be:

Purchase of a Bloodhound K9: \$12,000
 Total cost for the bloodhound is \$13,500 - Initial \$1,500 deposit paid from 2023/24 K9 operating budget

TITLE: FEDERAL ASSET FORFEITURE FUNDS - POLICE BLOODHOUND K9 (FEDERAL

GRANT G4255).

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• Equipment, initial training, travel and lodging expenses for K-9 handler and two supervisors to Tallahassee, FL: \$11,794

#### • TOTAL COST: \$23,794

Ongoing costs for the Police Bloodhound will be paid from the annual K-9 Unit operating budget. The Bloodhound K9 will be purchased through cooperative GSA contract #47QSWA22D0059 as reference in the attached noncompetitive source selection justification form. Cooperative purchasing is authorized per CMC Section 3.32.070.D.2.

The acquisition of a Bloodhound K9 is a strategic investment in the Chino Police Department's operational capabilities and community outreach efforts. With the outlined budget and the broad benefits, this program will significantly enhance our ability to serve and protect the community.

### MEMORANDUM CITY OF CHINO PUBLIC WORKS DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

#### **SUBJECT**

Approve Construction Contract Change Order No. 2 with C.P. Construction Co., Inc., Upland, CA for the Kimball Avenue Preserve Improvements Project (ST232).

#### **RECOMMENDATION**

1) Appropriate \$717,809 from the Measure I Fund (322); 2) appropriate \$700,000 from the SB-1 Road Maintenance Rehabilitation Fund (327); 3) reduce the funding source by \$4,980,000 from the Preserve- Bridges, Signals and Thoroughfare DIF Fund 260; 4) reduce the project budget by a total of \$3,562,191 for a revised project budget, in the amount of \$4,494,049.94 for the Kimball Ave Preserve Improvement Project ST232; 5) approve Change Order No. 2 for \$681,758.45 with C.P. Construction Co., Inc., Upland, CA (Contract No. 2024-072) for Project (ST232) for Street Rehabilitation on Kimball Avenue from Rincon Meadows to Hellman Avenue for a revised total contract amount not to exceed \$3,672,498.45; and 6) authorize the City Manager to execute all necessary documents on behalf of the City.

#### **FISCAL IMPACT**

The Kimball Avenue Preserve Improvements Project (ST232) requires an appropriation of \$717,809 from the Measure I Fund (322) reserves, an appropriation of \$700,000 from the SB-1 Road Maintenance Rehabilitation Fund (327) reserves and a reduction of the Preserve-Bridges, Signals and Throughfare DIF Funding by \$4,980,000. Contingency will not be used for Changer Order No. 2 and will remain at the current amount of \$364,059. There are sufficient fund balance in Fund 322 and Fund 327 for this request.

TOTAL PROJECT BUDGET – ST232				
Funding Source	Adopted Budget	Additional Appropriation	Return to Fund (260) Balance	Revised Project Budget
*Fund 320 - Transportation	\$6,790,756.94	\$0	(\$4,980,000.00)	\$1,810,756.94
Fund 322 - Measure I	\$0	\$717,809.00	\$0	\$717,809.00
Fund 327 – RMRA (SB 1)	\$0	\$700,000.00	\$0	\$700,000.00
**Fund 540 – Storm Drain	\$1,265,484.00	\$0	\$0	\$1,265,484.00
TOTALS:	\$8,056,240.94	\$1,417,809.00	(\$4,980,000.00)	\$4,494,049.94

<sup>\*</sup> Fund 320 is being backfilled by the Preserve Bridges/Signals/Thoroughfares Fund (260)

<sup>\*\*</sup>Fund 540 is being backfilled by a Reimbursement agreement with the County of San Bernardino

TITLE: APPROVE CONSTRUCTION CONTRACT CHANGE ORDER NO. 2 WITH C.P. CONSTRUCTION CO., INC., UPLAND, CA FOR THE KIMBALL AVENUE PRESERVE IMPROVEMENTS PROJECT (ST232).

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TOTAL PROJECT COSTS – ST232					
Contractor	Contract Amount	Contingency	Total Cost		
C.P. Construction (includes CCO1)	\$2,959,540.00	\$395,259.00	\$3,354,799.00		
C.P. Construction Change Order No. 1	\$31,200.00	-(\$31,200.00)	\$0		
C.P. Construction Change Order No. 2	\$681,758.45	\$0	\$681,758.45		
C.P. Construction New Contract					
Total:	<u>\$3,672,498.45</u>	<u>\$364,059.00</u>	<u>\$4,036,557.45</u>		
Construction Management	\$295,954.00	\$0	\$295,954.00		
Inspection	\$147,977.00	\$0	\$147,977.00		
TOTALS:	\$4,116,429.45	\$364,059.00	\$4,480,488.45		

#### 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
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships
- Effective Technology

Revenue:	Expenditure: 3227190 – 48005   48009 – ST232 3277102 – 48005   48009 – ST232
Transfer In:	Transfer Out:

TITLE: APPROVE CONSTRUCTION CONTRACT CHANGE ORDER NO. 2 WITH C.P. CONSTRUCTION CO., INC., UPLAND, CA FOR THE KIMBALL AVENUE PRESERVE IMPROVEMENTS PROJECT (ST232).

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#### **BACKGROUND**

On July 5, 2023, the City Council awarded a construction contract to C.P. Construction Co., Inc. Upland, CA for the Kimball Avenue Preserve Improvements Project (ST232) for \$2,959,540. The project includes two components:

#### Kimball Avenue Street Improvements

The Street Improvements widen the northern half of Kimball Avenue between Rincon Meadows Avenue and Main Street (approximately ¾ mile) to accommodate two lanes of traffic in the westbound direction. These improvements will complete the master-planned facility from Euclid Avenue to Hellman Avenue in accordance with The Preserve Specific Plan and as included in the City's Development Impact Nexus and Calculation Report. The scope of work also includes pavement rehabilitation on Kimball Avenue consisting of a mill and overlay along both sides of the roadway between Rincon Meadows and Main Street.

#### Kimball Avenue Storm Drain Improvements

The Storm Drain Improvements constructed a boxed underground culvert structure beneath Kimball Avenue connecting two existing basins located north and south of Kimball Avenue on County Department of Airports property. The City has executed a Cooperative Agreement Pass Through with the County in which the County will reimburse the City for construction of the drainage improvements upon completion and acceptance of the improvements by the City.

City Council authorized a project contingency for the Kimball Avenue Street Improvements of up to 15% of the original contract amount, and a project contingency for the Kimball Avenue Storm Drain Improvements up to 10% of the original contract amount for a total contingency amount of \$395,259. Contract Change Order No. 1 was approved administratively on June 28, 2024, and reduced the project contingency to \$364,059.

#### **ISSUES/ANALYSIS**

As noted above, the Kimball Street Improvement scope of work includes pavement rehabilitation along both sides of Kimball Avenue between Rincon Meadows and Main Street. To address Council comments from the July 5, 2023, City Council Meeting, regarding uniform appearance along the entire corridor within the Preserve, the City has requested the contractor to expand the scope of pavement rehabilitation easterly to Hellman Avenue. The pavement rehabilitation will include a 2-inch grind and overlay, striping, installation of new traffic signal loops, and adjustment of water valves and utility manholes. The project scope excludes the area recently improved by a development project along the northerly half between Flight and Hellman Avenues. The pavement rehabilitation within the corridor will also ensure consistent aging of the roadway. The proposed contract change order will expand the pavement rehabilitation from Main Street to the easterly city limit, Hellman Avenue (additional approximately ¾ mile). The total pavement rehabilitation is approximately 1.5 miles from Rincon Meadows Avenue to Hellman Avenue.

C.P. Construction Change Order No. 2	Amount
2-inch Grind and Overlay	\$1,170,000.00
Adjustment of Manholes to Grade	\$78,000.00
Adjustment of Water Valves, Box and Pipes to new proposed Grade	\$81,000.00
Remove Existing Striping and Install Final Striping	\$46,808.45
Install New Traffic loops	\$42,000.00

TITLE: APPROVE CONSTRUCTION CONTRACT CHANGE ORDER NO. 2 WITH C.P. CONSTRUCTION CO., INC., UPLAND, CA FOR THE KIMBALL AVENUE PRESERVE IMPROVEMENTS PROJECT (ST232).

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Total Pavement Rehabilitation Costs:	\$1,417,808.45
Balancing Bid Items	-(\$736,050.00)
Change Order No. 2 Total:	\$681,758.45

Roadway maintenance, or pavement rehabilitation costs, are not included in the Development Impact Fees. The original amount of \$736,050 appropriated to the Transportation Fund (320) with the award of contract cannot be backfilled from the Bridges, Signals, and Thoroughfare Preserve Development Impact Fee Fund (260) reserves. With this Council action, costs for pavement rehabilitation included with the original bid items and the expanded scope (a total of \$1,417,809) will be funded from the Measure I Fund (322) reserves and the SB-1 Roadway Maintenance and Rehabilitation Fund (327) reserves. The corresponding amount of \$736,050 will be returned to the fund 260 balance.

Unexpended funds previously allocated totaling \$4.98 million for the master-planned Kimball Avenue Preserve Improvement Project will be returned administratively to the Preserve Bridges/Signals/Thoroughfares Fund 260 balance. None of these funds have been used for the project.

Staff recommends the City Council approve Change Order No. 2 for \$681,758.45 with C.P. Construction Co., Inc., Upland, CA (Contract No. 2024-072) for the Kimball Avenue Preserve Improvements Project (ST232) for a revised total contract amount not to exceed \$3,672,498.45.

Attachments: Exhibit A – Project Location Map

Exhibit B – Change Order No. 2

## ST232 - KIMBALL AVE STREET IMPROVEMENTS EXHIBIT "A"





#### **LEGEND**

Original Contract Limits

Additional Limits (CCO #2)



Mayor

KAREN C. COMSTOCK Mayor Pro Tem



CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH City Manager

### **CITY of CHINO**

PUBLIC WORKS DEPARTMENT CONTRACT CHANGE ORDER						
DATE:	10/10/2024 CONTRACT NO.:	2024-0	72	_ с	HANGE ORDER NO.:	2
PROJECT:	Kimball Ave Preserve Improvements Project			ontract Amount	nge Order Amount	\$ 2,959,540.00 \$ 31,200.00
LOCATION:	Kimball Ave at Quality Way		Authorize	d Amount for Cur	rent Change Order	\$ 681,758.45
TO (Contractor):	C.P. Construction Co.,Inc		Adjusted	Contract Amount		\$ 3,672,498.45
THE CONTRACT	IS CHANGED AS FOLLOWS: Project is under budget, therefore, does not	require Council	annroval			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	BID ITEM 7 - Saw cut, remove and dispose of AC Pavement and Base or native soil to depth per Project Plan.	-43,000.00	SF	\$ 1.00	\$ (43,000.00)	\$ -
2	BID ITEM 13 - Construct 5" AC over 9" AB at 95% compaction with subgrade preparation. See General Note 23. AC base course and finish course shall be Class PG 70-10 with %" rock	-43,000.00	LF	\$ 5.50	\$ (236,500.00)	\$ -
3	BID ITEM 30 - Double adjust manhole to grade per City of Chino Std. Dwg. 535. (Phase 1 Work Area)	-9.00	EA	\$ 2,500.00	\$ (22,500.00)	
4	BID ITEM 31 - Adjust water valve, box and pipes to new proposed grade per City of Chino Std. Dwg 455 (Phase 1 Work Area).	-3.00	EA	\$ 1,350.00	\$ (4,050.00)	
5	BID ITEM 32 - Remove existing striping by wet sandblasting and install final striping with thermoplastic materials per City Traffic Engineer. Replace existing Traffic signs and posts per City of Chino Std. Dwg. 805 and current Caltrans standard traffic control signs. Deliver removed signs and posts to the City Yard.	-1.00	LS	\$ 25,000.00	\$ (25,000.00)	
6	Cold plane 2" existing pavement and construct 2" min AC overlay existing pavement per pavement joint detail on Sheet 2 of 18, minimum 5' width. Overlay shall be Class PG 70-10 with ¾" rock. (Bid Schedule A – Phase 1 Work Area)	-135,000.00	SF	\$ 3.00	\$ (405,000.00)	\$ -
7	Cold plane 2" existing pavement and construct 2" min AC overlay existing pavement per pavement joint detail on Sheet 2 of 18, minimum 5' width. Overlay shall be Class PG 70-10 with 3/4" rock. (Bid Schedule A – Phase 1 Work Area)	390,000.00	SF	\$ 3.00	\$ -	\$ 1,170,000.00
8	Double adjust manhole to grade per City of Chino Std. Dwg. 535. (Phase 1 Work Area)	40.00	EA	\$ 1,950.00	\$ -	\$ 78,000.00
9	Adjust water valve, box and pipes to new proposed grade per City of Chino Std. Dwg 455 (Phase 1 Work Area).	90.00	EA	\$ 900.00	\$ -	\$ 81,000.00
10	Remove existing striping by wet sandblasting and install final striping with thermoplastic materials per City Traffic Engineer. Replace existing Traffic signs and posts per City of Chino Std. Dwg. 805 and current Caltrans standard traffic control signs. Deliver removed signs and posts to the City Yard.	1.00	LS	\$ 46,808.45	\$ -	\$ 46,808.45
11	Install new Type 'E' and 'F' traffic signal loops with 2" stubouts as shown per plan, splice to new DLC in pull box, include providing and installation of new DLC cables to controller cabinet, as noted on the Project Plans. Test and verify integrated phased operation per new requirements of proposed design. Per Caltrans Standard Drawing ES-5A and City of Chino Standard Drawings.	70.00	EA	\$ 600.00	\$ -	\$ 43,000,00
				OTAL CHANGE	\$ (736.050.00)	\$ 42,000.00 \$ 1,417,808.45
		NET CHAN		ITRACT PRICE	(100,000,000)	\$ 681,758.45
The sum of	\$681,758.45 is hereby added to the current contract price of				ract price to date	,
thereby is	<b>\$3,672,498.45</b>					
The time provide	d for completion in the contract is extended by 0 days.					
	become an amendment to the contract and all provisions of the contract will apply heret tion related to or affected by work that is the subject of this Change Order. Quantities of					ntract for additional time or

EUNICE M. ULLOA Mayor CITY of CHINO

CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH City Manager

#### KAREN C. COMSTOCK Mayor Pro Tem

ACCEPTED BY:	Charles Michael Pfister Contractor	Date
RECOMMENDED BY:	Anthony Flores Project Manager	Date
APPROVED BY:	Albert Espinoza, PE  City Engineer	Date
APPROVED BY:	Hye Jin Lee, PE Director of Public Works	Date
APPROVED BY:	Dr. Linda Reich  City Manager	Date
ATTEST:	Natalie Gonzaga  City Clerk	Date

**NOTE:** All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Document insofar as the same may be applied without conflict to the conditions set forth by this Change Order. The time for completing the Contract will not be extended unless expressly provided for in the Change Order. This Change Order shall not be considered as such until it has been signed by authorized representatives of the Contractor and the City. Upon final approval, distribution of copies will be made as required.

### **CONTRACT CHANGE ORDER**

DATE:	10/10/2024	CONTRACT NO.:	2024-072	CHANGE ORDER NO.: 2	2	
	REQUEST AND JUSTIFICATION FOR CHANGE					
1.	extension of the pa Meadows Ave to Mextend from Rinco	ration of Kimball Ave fror avement work to be expa Main Street on Kimball Av In Meadows Ave to Helln	anded from the over. The new pa nan Ave improvi	☑ Yes Ilman Ave, this change order original street restoration limi vement restoration limits on ling the stability and rideability d changes to the bid quantities.	ts from Rincon Kimball Ave will now	
2.	Is proposed chang	ge an alternate bid?		□ Yes	☑ No	
3.	Will proposed cha	nge alter the project sco	pe?	□ Yes	☑ No	
4.	Effect of this chan	ge on project contractors	s?	□Yes	☑ No	
5.	Has consent of su	rety been obtained?		□Yes	☑ N/A	
6.	-	ffect expiration or extent cies be extended?	of coverage?	□ Yes □ Yes	☑ No ☑ No	
7.	Effect on operation	n and maintenance costs	s:	□ Yes	☑ No	

# MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: MAYOR PRO TEM COMSTOCK

#### **SUBJECT**

Community Support Fund – Mayor Pro Tem Comstock.

#### **RECOMMENDATION**

Approve a community support fund contribution of \$250 to Chino High School Band Boosters-77<sup>th</sup> Calvary.

#### **FISCAL IMPACT**

Sufficient funds have been included in the 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:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2031
Transfer In:	Transfer Out:

TITLE: COMMUNITY SUPPORT FUND - MAYOR PRO TEM COMSTOCK.

PAGE: 2

#### **BACKGROUND**

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

#### **ISSUES/ANALYSIS**

To continue this tradition, Mayor Pro Tem Comstock recommends that the City Council approve the following contribution:

 Chino High School Band Boosters – 77<sup>th</sup> Calvary (\$250): An award-winning field competition band that has proudly represented Chino High School and the Chino community at renowned events that include the 113<sup>th</sup> annual Rose Parade in Pasadena.

By approving this contribution, the Chino High School Band Boosters – 77<sup>th</sup> Calvary will be better equipped to provide services to the Chino community. Therefore, as proposed by Mayor Pro Tem Comstock, staff recommends that the City Council approve the community support contribution to Chino High School Band Boosters - 77<sup>th</sup> Calvary.

# MEMORANDUM CITY OF CHINO ADMINISTRATION DEPARTMENT

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2024** 

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: COUNCIL MEMBER LUCIO

#### **SUBJECT**

Community Support Fund – Council Member Lucio.

#### **RECOMMENDATION**

Approve a community support fund contribution of \$250 to the Soroptimist International of the Chino Valley Hoe Down.

#### **FISCAL IMPACT**

Sufficient funds have been included in the 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:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2029
Transfer In:	Transfer Out:

TITLE: COMMUNITY SUPPORT FUND - COUNCIL MEMBER LUCIO.

PAGE: 2

#### **BACKGROUND**

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

#### **ISSUES/ANALYSIS**

To continue this tradition, Council Member Lucio recommends that the City Council approve the following contribution:

 Soroptimist International of the Chino Valley – Hoe Down (\$250): Seeks to empower woman and girls by providing a number of educational opportunities, programs, and resources.

By approving this contribution, Soroptimist International of the Chino Valley will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Lucio, staff recommends that the City Council approve the community support contribution to Soroptimist International of the Chino Valley.