



## **A G E N D A**

**CHINO HILLS CITY COUNCIL  
SPECIAL / REGULAR MEETING  
TUESDAY, JANUARY 14, 2025**

**4:00 P.M. FEE SCHEDULE WORKSHOP  
5:00 P.M. CLOSED SESSION  
6:00 P.M. PUBLIC MEETING**

**CIVIC CENTER, CITY COUNCIL CHAMBERS  
14000 CITY CENTER DRIVE, CHINO HILLS, CALIFORNIA**

### **CITY COUNCIL MEMBERS**

**ART BENNETT, MAYOR  
BRIAN JOHSZ, VICE MAYOR  
RAY MARQUEZ  
CYNTHIA MORAN  
PETER J. ROGERS**

**BENJAMIN MONTGOMERY  
CITY MANAGER**

**MARK D. HENSLEY  
CITY ATTORNEY**

**CHERYL BALZ  
CITY CLERK**

This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda unless the City Council makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the City subsequent to the posting of the agenda. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection in the Office of the City Clerk, in the public binder located at the entrance to the Council Chambers while the meeting is in session, and on the City's website at [www.chinohills.org/Agendas](http://www.chinohills.org/Agendas). Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk at 14000 City Center Drive, Chino Hills, CA during normal business hours and on the City's website at [www.chinohills.org/Agendas](http://www.chinohills.org/Agendas) as soon as practicable.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in the Council meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the meeting to enable the City to make reasonable arrangements. [Click here](#) to view the City's Reasonable Accommodation Policy or contact the City Clerk's office to obtain a copy.

**Emails and documents submitted by the public will be considered a public document subject to posting on the City's website and are subject to the Public Records Act.**

## PLEASE SILENCE ALL ELECTRONIC DEVICES WHILE COUNCIL IS IN SESSION.

Speaker Cards - Those persons wishing to address the City Council on any City matter, whether or not it appears on the agenda, must complete and submit to the City Clerk a "Request to Speak" card available at the entrance to the City Council Chambers. In accordance with the Public Records Act, any information you provide on this form is available to the public. **You are not required to provide your name or other personal information in order to speak. The City Clerk's Office will explain how you will be called to speak if you decline to provide your name.** Comments will be limited to a maximum of three minutes per speaker for agendized items and a maximum of one minute for non-agendized items. Only one speaker card per person per comment period may be submitted. Individuals must submit their own speaker card. Public comment periods will generally be limited to 30 minutes per meeting and/or the maximum time limits for speaking may be reduced, so not all members of the public may have the opportunity to speak at every council meeting. If you want to communicate information to the City you can also do so via email at [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org). All public comments must address matters within the subject matter jurisdiction of the City Council, which is considered "City business." Failure to adhere to the prohibition against public comments on non-city business will result in the speaker losing their opportunity to provide public comments at that meeting.

"City business" includes matters over which the City has been granted authority pursuant to state law, subject to state and federal legal and constitutional limitations. These matters include the construction, maintenance and repair of streets, parks and public facilities; providing water, sewer and trash services; providing recreation services and programs; overseeing land development except to the extent the City's authority has been pre-empted by federal and state law; providing public safety services, including police and fire/paramedic services which the City does by contracting with the San Bernardino County Sheriff's Department and working with the Chino Valley Fire District and through its own code enforcement personnel; imposing regulations over conduct and activities in the City to protect the health, safety and welfare of the community; and the City also has the right to hire and manage personnel, the responsibility to maintain public records and the authority to impose fees and taxes and provide the financial services necessary to provide the above services.

"Signs", banners, flags or other symbolic material (except those that are emblazoned on clothing) are prohibited within the Council Chambers because they may obstruct the view of other attendees, obstruct the passage of other attendees, create a fire or safety hazard, or otherwise disturb the business of the meeting. However, signs no larger than 12X24 inches are permitted in the overflow community room located in the southeast corner of the Council Chamber. These signs, banners, flags and other symbolic objects must be left in the overflow area when approaching the dais for public comments or otherwise leaving that area except to leave the Council Chambers. Signs with any type of stick, pole, or similar object are prohibited in the Council Chambers.

**Levine Act Disclosure:** Parties to a proceeding are required to disclose if they made contributions over \$500 within the prior 12 months to a Council Member. If a Council Member accepted more than \$500 during the 12 months preceding the decision, the Council Member is required to recuse themselves from the decision. Parties and participants with a financial interest are prohibited from making more than \$500 in contributions to a Council Member for the 12 months after the final decision is rendered on the proceeding. The above contribution disclosures and restrictions do not apply when the proceeding is competitively bid, or involves a personnel or labor contract. For more information, see Government Code Section 84308.

### TIPS FOR PUBLIC SPEAKING AT A COUNCIL MEETING

- If you have filled out a speaker card with or without your name and/or contact information, please hand it to the Clerk.
- A speaker may not relinquish his/her time to another speaker.
- Be prepared to come forward to the speaker's podium when your name is called.
- As you begin to speak, state your name clearly for the record (although this is not required) and city of residence. If you represent a group or organization, please state that information as well.
- Don't be nervous. It may help to take a deep breath and exhale slowly before you speak.
- Please show courtesy to others and direct all comments to the Mayor and Council.
- Do not address comments to the audience or staff members.
- Make your position known at the beginning, then present supporting information.
- Identify your main points. Writing them down ahead of time will help you organize your thoughts when you're at the podium.
- Don't repeat yourself. If a previous speaker has already made the point you planned to make, simply refer to that speaker and emphasize your support for that position.
- Handouts summarizing your position may be distributed to the Clerk before or after your presentation.
- Close your comments with an action statement such as, "Adopt this resolution" or "I urge you to vote 'yes' (or 'no') on this item."
- Any person who disrupts the orderly conduct of the Council's business may be barred from making further comments and shall be subject to removal from the Chambers.

**SPECIAL MEETING - 4:00 P.M. - CALL TO ORDER / ROLL CALL**

**PLEDGE OF ALLEGIANCE**

1. **PUBLIC COMMENTS:** At this time members of the public may address the City Council regarding the Fee Schedule Workshop. Those persons wishing to address the City Council must complete and submit to the City Clerk a "Request to Speak" card available at the entrance to the City Council Chambers. Comments will be limited to three minutes per speaker.

**FEE SCHEDULE WORKSHOP**

2. Proposed Amendment to Fiscal Year 2024-25 Master Schedule of Fees, Fines, and Penalties

**REGULAR MEETING - 5:00 P.M. - CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENTS - CLOSED SESSION ITEMS**

3. **PUBLIC COMMENTS:** At this time members of the public may address the City Council regarding any items appearing on the Closed Session agenda. Those persons wishing to address the City Council must complete and submit to the City Clerk a "Request to Speak" card available at the entrance to the City Council Chambers. Comments will be limited to a maximum of three minutes per speaker. The time allotted per person may vary depending on the total number of speakers cards received. This comment period will generally be limited to 30 minutes per meeting, so not all members of the public may have the opportunity to speak at every City Council meeting.

**RECESS INTO CLOSED SESSION**

**CLOSED SESSION**

4. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8 for price and terms for property located at APN No. 101765225 (2,600 square-foot area at southwest corner of Soquel Canyon Parkway and Slate Drive); Benjamin Montgomery, City's Negotiator and Richard (Rich) Wojtasiak, Alterra Home Owners Association Negotiator
5. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1) Existing Litigation - Chino Basin Municipal Water District vs. City of Chino, et al. - Case No. RCV 51010
6. Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2) Significant Exposure to Litigation (1 Case - letter attached)

**6:00 P.M. - CONVENE MEETING / ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**INVOCATION:** Pastor Ken Elben, Chino Valley Community Church

## PRESENTATIONS

7. RECOGNITION - Recognition of City's Annual Holiday Home Decorating Contest winners
8. PROCLAMATION - Proclaiming January 11, 2025, as National Human Trafficking Awareness Day
9. PRESENTATION - Tree Trimming Budget and Prioritization

## PUBLIC INFORMATION OFFICER REPORT

## ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

## PUBLIC COMMENTS - AGENDIZED ITEMS

10. **PUBLIC COMMENTS:** At this time members of the public may address the City Council regarding any item appearing on the agenda, except that testimony on Public Hearing items must be provided during those hearings. Those persons wishing to address the City Council must complete and submit to the Deputy City Clerk a "Request to Speak" card available at the entrance to the City Council Chambers. Comments will be limited to a maximum of three minutes per speaker. The time allotted per person may vary depending on the total number of speakers cards received. This comment period will generally be limited to 30 minutes per meeting, so not all members of the public may have the opportunity to speak at every City Council meeting.

**CONFLICT OF INTEREST / LEVINE ACT ANNOUNCEMENTS:** Council Member abstentions or disclosures shall be stated at this time for recordation on the appropriate item.

## CITY DEPARTMENT BUSINESS

**CONSENT CALENDAR (9 ITEMS)** - *All matters listed on the Consent Calendar are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request the matter to be removed from the Consent Calendar for separate action. Removed consent items will be discussed immediately after the adoption of the balance of the Consent Calendar.*

11. Approve December 10, 2024, City Council Meeting Minutes
12. Ratify payments over \$25,000 totaling \$6,571,571.97 for month ended November 30, 2024
13. Receive and file Monthly Financial Report for month ended November 30, 2024
14. Adopt ordinance authorizing electronic and paperless filings of Campaign Disclosure Statements and Statement of Economic Interests forms entitled: "An Ordinance of the City of Chino Hills, Adding Chapter 2.50 (Electronic Filing of Statements Required by the Political Reform Act) to Title 2 (Administration and Personnel) of the Chino Hills Municipal Code Requiring Electronic and Paperless Filings of the Fair Political Practices Commission Campaign Disclosure Statements and Statement of Economic Interests Forms" (Introduced December 10, 2024)

15. Authorize execution of Amendment No. 1 to Agreement No. A2021-187 with Pomona Valley Habitat for Humanity, Inc., to implement change in affordability restriction from very low-income to lower-income for properties located at 4528 and 4628 Fairway Boulevard; authorize execution of First Amendment to Declarations of Covenants and Restrictions on Resale and First Amendment to Deed Covenant for both parcels; and adopt resolution determining two city-owned parcels located at 4528 and 4628 Fairway Boulevard to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(B) and determining project exempt from review under California Environmental Quality Act
16. Authorize execution of three-year agreements with Katherine Abrego Cortines dba Studio K Dance Center LLC for total contract amount not-to-exceed \$375,000 and with William Bush dba Tennis Anyone, Inc., for a total contract amount not-to-exceed \$450,000 to provide year-round recreation instruction classes
17. Appropriate \$85,000 from L&L 1-K Woodview Fund; adopt resolution authorizing approval of Project Specific Maintenance Agreement for vinyl fencing along south side of Chino Hills Parkway in City of Chino Hills (08-SBd-142-PM 5.5-5.7) with State of California acting by and through California Department of Transportation (Caltrans); authorize execution of Project Specific Maintenance Agreement with State of California, acting by and through Caltrans that will obligate City to maintain and control weeds around fencing; and determine project exempt from review under California Environmental Quality Act
18. Award contract to Golden Coast Construction in amount of \$400,166.95 for City Yard Exterior Staff Restroom Addition Project; authorize City Manager, at his discretion, to approve cumulative change orders up to ten percent (\$40,016.70) of awarded contract amount; and determine project exempt from review under California Environmental Quality Act
19. Authorize execution of Change Order No. 1 to Agreement No. A2024-173 with Crimson Marie Company, Inc., in amount of \$86,647.20, increasing total agreement not-to-exceed amount to \$639,086.00 and authorize City Manager, at his discretion, to approve additional cumulative change orders from ten percent to twenty percent (\$110,487.76) of original awarded contract amount for anticipated change orders during remainder of construction phase of Community Park Concrete V-Ditch Replacement and Restoration Project

## **DISCUSSION CALENDAR**

20. Assign Council Member as Alternate to Tres Hermanos Conservation Authority Board

## **ITEMS INITIATED BY COUNCIL**

21. Appoint two members each to Parks and Recreation, Planning, and Public Works Commissions with terms expiring November 30, 2028

## **PUBLIC COMMENTS - NON-AGENDIZED ITEMS**

22. **PUBLIC COMMENTS:**At this time, members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council that do not appear on the agenda. Please complete and submit to the Deputy City Clerk a "Request to Speak" card. Comments will be limited to a maximum of one minute per speaker. The time allotted per person may vary depending on the total number of speaker cards received. This comment period will generally be limited to 30 minutes per meeting, so not all members of the public may have the opportunity to speak at every Council meeting.

## **SAFETY UPDATES - Fire and Police**

## **CITY MANAGER UPDATES**

## **COUNCIL REPORTS**

### **Mayor Bennett**

- Chino Valley Fire District Board
- Chino Valley Unified School District Board

### **Vice Mayor Johsz**

- Omnitrans Board

### **Council Member Marquez**

- San Bernardino County Transportation Authority Board
  - General Policy Committee
  - Metro Valley Study Session
  - Transit Committee

### **Council Member Rogers**

- Chino Basin Desalter Authority Board
- Tres Hermanos Conservation Authority Board

## **COUNCIL COMMENTS**

**ADJOURN IN MEMORIAM AND IN HOPE:** Adjourn with deep gratitude, respect, and appreciation for the brave individuals who serve and have served in the Armed Forces. Their selfless contributions protect us all. May we as a community continue to support and honor them.

Amendment to the Master Schedule of Fees, Fines & Penalties FY 24-25

# Cost Recovery Analysis

Changes from prior year are marked in red.

**Community Development - Building Services**

Building Permits and Fees				Community Development	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
#	Description	Current Fee/Charge	Notes	\$267.56					
*	1	New Construction <del>and Remodel</del> , Additions, Tenant Improvement, and Conversions Permit Fees	Table 9			N/A	N/A	Table 9	N/A
*	2	Primary Sign	\$802.00	3.00		\$802.67	0%	\$802.00	\$0.00
*	3	Special Inspector Application/Registration	\$66.00	0.25		\$66.89	1%	\$66.00	\$0.00
*	4	Demolition work where inspection is required	\$668.00	2.50		\$668.89	0%	\$668.00	\$0.00
(a)	<del>5</del>	<del>Occupancy Verification Inspection</del>	<del>\$267.00</del>	<del>1.00</del>		<del>\$267.56</del>	<del>0%</del>	<del>\$267.00</del>	<del>\$0.00</del>
*	5	Swimming Pools and/or Spas - Residential	\$1,739.00	6.50		\$1,739.11	0%	\$1,739.00	\$0.00
*	6	Swimming Pools - Non-Residential	\$1,872.00	7.00		\$1,872.89	0%	\$1,872.00	\$0.00
*	7	Patio Covers, Trellises, Shade Structures	\$668.00	2.50		\$668.89	0%	\$668.00	\$0.00
*	8	Balcony	\$802.00	3.00		\$802.67	0%	\$802.00	\$0.00
*	9	Decks	\$1,070.00	4.00		\$1,070.22	0%	\$1,070.00	\$0.00
*	10	Retaining Walls, per 100 linear feet or fraction thereof	\$1,204.00	4.50		\$1,204.00	0%	\$1,204.00	\$0.00
*	11	Block Walls / Fences, per 100 linear feet or fraction thereof	\$802.00	3.00		\$802.67	0%	\$802.00	\$0.00
*	12	Re-Roof (I)	\$300.00	1.50		\$401.33	25%	\$300.00	\$0.00
*	13	Window Change Outs - up to 10 windows (I)	\$300.00	1.50		\$401.33	25%	\$300.00	\$0.00
*	14	Window Change Outs - over 10 windows (I)	\$401.00	2.00		\$535.11	25%	\$401.00	\$0.00
*	15	Kitchen Remodel	\$668.00	2.50		\$668.89	0%	\$668.00	\$0.00
*	16	Rear Yard Improvements Non-structural	\$535.00	2.00		\$535.11	0%	\$535.00	\$0.00
*	17	Cellular Transmission Facility	\$1,070.00	4.00		\$1,070.22	0%	\$1,070.00	\$0.00
*	18	Minor Residential Structural Alteration	\$668.00	2.50		\$668.89	0%	\$668.00	\$0.00
*	19	Minor Commercial Structural Alteration	\$936.00	3.50		\$936.45	0%	\$936.00	\$0.00
*	20	Minor Residential Non-Structural Alteration	\$468.00	1.75		\$468.22	0%	\$468.00	\$0.00
*	21	Minor Commercial Non-Structural Alteration	\$802.00	3.00		\$802.67	0%	\$802.00	\$0.00

I - Council direction 4/9/24; confirmed 25% subsidy

\*General Plan Surcharge Fee and Technology Fee will be applied

(a) Moved to Miscellaneous Fees



**Community Development - Building Services**

Electrical Permits and Fees				Community Development	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
#	Description	Current Fee/Charge	Notes	\$267.56					
* 22	Power Pole / Meter Pedestal (temporary or permanent)	\$334.00		1.25		\$334.44	0%	\$334.00	\$0.00
* 23	Receptacle outlets for construction site, decorative lights, Christmas tree sales lots, etc., each	\$535.00		2.00		\$535.11	0%	\$535.00	\$0.00
* 24	Receptacle, Switch, <del>Termination Box</del> & Lighting Fixture - up to 20 outlets	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 25	Receptacle, Switch, <del>Termination Box</del> & Lighting Fixture - up to 21 or more than 20 outlets	\$535.00		2.00		\$535.11	0%	\$535.00	\$0.00
* 26	Pole or Platform-Mounted Lighting Fixtures, each (50% for each additional unit)	\$468.00		1.75		\$468.22	0%	\$468.00	\$0.00
* 27	Residential Appliances, each (10% for each additional unit)	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 28	Non-Residential Appliances, each	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 29	Electrical Vehicle Charging Station	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 30	Electrical Vehicle Charging Station Commercial, each (50% for additional unit)	\$1,204.00		4.50		\$1,204.00	0%	\$1,204.00	\$0.00
* 31	Busways/ <del>Wireways/Raceways over 9'</del> - each 100 ft.	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 32	Secondary Signs, Outline Lighting and Marquees supplied from one branch circuit, each	\$802.00		3.00		\$802.67	0%	\$802.00	\$0.00
* 33	Electrical Service / Main Panel	\$535.00		2.00		\$535.11	0%	\$535.00	\$0.00
* 34	Electrical Apparatus, <del>Appliance, or Fixture Conduits and Conductors</del> for which a permit is required but for which no fee is herein set forth	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
35	Photovoltaic Permit - Single-Family Home - Roof mounted (J)	\$450.00	Gov Code 66015	3.50		\$936.45	52%	\$450.00	\$0.00
36	Photovoltaic Permit - Multi-Family, Commercial Roof mounted	\$1,000.00		6.00		\$1,605.33	38%	\$1,000.00	\$0.00
37	Photovoltaic Permit Residential - Ground mounted (J)	\$450.00		3.00		\$802.67	44%	\$450.00	\$0.00
38	Photovoltaic Permit Commercial - Ground mounted	\$1,000.00		6.00		\$1,605.33	38%	\$1,000.00	\$0.00
* 39	Energy Storage System ( <del>not integrated with PV system</del> )	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
* 40	Electrical Subpanel, each	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00

J - Per Govt Code 66015 a photovoltaic permit shall not exceed \$450 for residential and \$1,000 for commercial through January 1, 2025

\*General Plan Surcharge Fee and Technology Fee will be applied

**Community Development - Building Services**

Mechanical Permit and Fees			
#	Description	Current Fee/Charge	Notes
* 41	<del>HVAC Change Out Furnace or Condensing Unit only (K)</del>	<del>\$96.00</del>	
* 41	Residential HVAC Change Out Split-System (or individual system component) (L)	\$96.00	
* 42	Installation or Relocation of each floor/wall furnace, including vent (10% for each additional unit)	\$267.00	
* 43	<del>Installation, Relocation or Replacement of each appliance vent (10% for each additional unit)</del>	<del>\$267.00</del>	
* 43	Installation of Air Handling Unit, or Relocation of Miscellaneous Residential Mechanical Appliance, each (50% for each additional unit)	\$334.00	
* 44	<del>Each Evaporative Cooler other than portable type (50% for each additional unit)</del>	<del>\$334.00</del>	
* 45	<del>Each Vent Fan connected to a single duct (50% for each additional unit)</del>	<del>\$334.00</del>	
* 44	Installation of each hood which is served by mechanical exhaust, including the ducts for such hood Commercial Mechanical Appliance (including associated ductwork)	\$535.00	

K - Council direction 4/9/24; confirmed subsidy of 76%

L - Council direction 4/9/24; confirmed subsidy of 82%

Community Development	Material/3rd Party Cost
\$267.56	
1.50	
2.00	
1.00	
1.00	
1.25	
1.25	
1.25	
2.00	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
<del>\$401.33</del>	76%	<del>\$96.00</del>	<del>\$0.00</del>
\$535.11	82%	\$96.00	\$0.00
\$267.56	0%	\$267.00	\$0.00
<del>\$267.56</del>	0%	<del>\$267.00</del>	<del>\$0.00</del>
\$334.44	0%	\$334.00	\$0.00
<del>\$334.44</del>	0%	<del>\$334.00</del>	<del>\$0.00</del>
<del>\$334.44</del>	0%	<del>\$334.00</del>	<del>\$0.00</del>
\$535.11	0%	\$535.00	\$0.00

Plumbing Permits and Fees			
#	Description	Current Fee/Charge	Notes
* 45	Installation / Repair of Onsite Water Supply Line	\$267.00	
* 46	Installation / Repair of Sewer Line	\$401.00	
* 47	<del>Rainwater System (inside building, includes primary and overflow)</del>	<del>\$267.00</del>	
* 47	Each Private Sewage Disposal System (septic system)	\$936.00	
* 48	Each Water Heater (M)	\$112.00	
* 49	Installation of Grease Interceptor	\$401.00	
* 50	<del>Installation, Alteration, or Repair of Water Piping</del>	<del>\$468.00</del>	
* 50	Installation, Alteration, or Repair of Water, Gas, or Drainage Piping	\$401.00	
* 51	<del>Installation / Extension of Gas Piping System on/within a structure</del>	<del>\$267.00</del>	
* 52	<del>Extension of a Gas Line from an existing system to an outdoor use</del>	<del>\$267.00</del>	
51	Installation of up to (3) Miscellaneous Residential Plumbing Appliances or Fixtures (50% for each additional)	N/A	
52	Installation of each Miscellaneous Commercial Plumbing Appliance or Fixture	N/A	
* 53	Residential Re-Pipe	\$468.00	

M - Council direction 4/9/24; confirmed 58% subsidy

\*General Plan Surcharge Fee and Technology Fee will be applied

Community Development	Material/3rd Party Cost
\$267.56	
1.00	
1.50	
1.00	
3.50	
1.00	
1.50	
1.75	
1.50	
1.00	
1.00	
1.00	
2.00	
1.75	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$267.56	0%	\$267.00	\$0.00
\$401.33	0%	\$401.00	\$0.00
<del>\$267.56</del>	0%	<del>\$267.00</del>	<del>\$0.00</del>
\$936.45	0%	\$936.00	\$0.00
\$267.56	58%	\$112.00	\$0.00
\$401.33	0%	\$401.00	\$0.00
<del>\$468.22</del>	0%	<del>\$468.00</del>	<del>\$0.00</del>
\$401.33	0%	\$401.00	\$0.00
<del>\$267.56</del>	0%	<del>\$267.00</del>	<del>\$0.00</del>
<del>\$267.56</del>	0%	<del>\$267.00</del>	<del>\$0.00</del>
\$267.56	0%	\$267.00	New
\$535.11	0%	\$535.00	New
\$468.22	0%	\$468.00	\$0.00

**Community Development - Building Services**

Grading Fees				Community Development	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
#	Description	Current Fee/Charge	Notes	\$267.56					
(b) 53	<del>Geotechnical Report Review</del>	<del>\$5,070.00</del>	<del>Initial Deposit</del>	4.00	\$4,000.00	\$5,070.22	0%	\$5,070.00	\$0.00
54	<del>Geotechnical Report Review – not requiring professional review</del>	<del>\$668.00</del>		2.50		\$668.89	0%	\$668.00	\$0.00
54	Precise Grading and/or Geotechnical Review - Single Lot	\$3,210.00	Initial Deposit	2.50	\$5,400.00	\$6,068.89	1%	\$6,000.00	\$2,790.00
55	Precise Grading and/or Geotechnical Review - Multi-Family/Residential Tract/Commercial	\$6,688.00	Initial Deposit	2.50	\$10,400.00	\$11,068.89	1%	\$11,000.00	\$4,312.00
** 56	Precise Grading Permit Fee Per Lot	\$802.00	Cost Recovery/ minimum 3 hours	3.00		\$802.67	0%	\$802.00	\$0.00
(c) 57	<del>Rough Grading Plan Review</del>	<del>\$13,377.00</del>	<del>Initial Deposit</del>	50.00		\$13,377.79	0%	\$13,377.00	\$0.00
(d) 58	<del>Rough Grading Permit</del>	<del>\$4,013.00</del>	<del>Initial Deposit - \$4,013.00 plus \$260 each 10,000 CY</del>	15.00		\$4,013.34	0%	\$4,013.00	\$0.00

(b) Combined with Precise Grading Review

(c) Moved to Development Services - Development Permits and Fees

(d) Moved to Public Works

Administrative Fees				Community Development	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
#	Description	Current Fee/Charge	Notes	\$267.56					
** 57	Temporary Certificate of Occupancy	\$535.00	Plus Initial Deposit	2.00		\$535.11	0%	\$535.00	\$0.00
58	Temporary Certificate of Occupancy Inline Building	\$1,000.00	Initial Deposit			N/A	N/A	\$1,000.00	\$0.00
59	Temporary Certificate of Occupancy Stand-Alone Building	\$5,000.00	Initial Deposit			N/A	N/A	\$5,000.00	\$0.00
** 60	Certificate of Occupancy	\$133.00		0.50		\$133.78	1%	\$133.00	\$0.00
** 61	Permit Re-Issuance	\$133.00		0.50		\$133.78	1%	\$133.00	\$0.00
** 62	Plan Check Re-Submittal (after 3 reviews)	\$535.00		2.00		\$535.11	0%	\$535.00	\$0.00
** 63	Address Change or New Address Assignment	\$668.00	Per Address	1.00		\$267.56	0%	\$267.00	-\$401.00
64	Street Naming and Addressing (new tracts and multi-building developments) including Renaming of Public Streets and Honorary Street Names	\$5,351.00	Initial Deposit	20.00		\$5,351.12	0%	\$5,351.00	\$0.00
(e) 65	<del>Renaming of Public Streets</del>	<del>\$5,351.00</del>	<del>Initial Deposit</del>	20.00		\$5,351.12	0%	\$5,351.00	\$0.00
(e) 66	<del>Honorary Street Names</del>	<del>\$5,351.00</del>	<del>Initial Deposit</del>	20.00		\$5,351.12	0%	\$5,351.00	\$0.00
** 65	Permit for Temporary Construction Trailer	\$267.00		1.00		\$267.56	0%	\$267.00	\$0.00
** 66	Temporary Building Structure	\$535.00		2.00		\$535.11	0%	\$535.00	\$0.00

\*\*Technology Fee will be applied

(e) Merged with Street Naming and Addressing



**Community Development - Building Services**

**Technology Fee**

**Justification:** The Technology Fee is calculated by taking the estimated yearly cost for the annual maintenance of the Land Management System (LMS) and dividing it by the total Building Fee Revenue based on FY 2022-23. This calculation yields a percentage, which represents the portion of the Building Fee Revenue needed to cover the expenses related to the LMS. To avoid over-collection and ensure fees are in line with cost recovery, this percentage is rounded down.

<b>Technology Fee</b>	
Fee attached as a percentage of Fee Activity	
Yearly Cost Need	\$108,000
Total Building Fee Revenue	\$1,653,176
<b>Full Cost Technology Fee</b>	<b>6.53%</b>
<b>Input Fee Desired</b>	<b>6.0%</b>
Cost Recovery Level	92%

Total fee revenue based on FY 22-23 business permit revenues.

<b>Cost Detail</b>	<b>Total in Today's \$</b>
Tyler Annual Maintenance LMS	\$ 100,000
Bluebeam Annual License	\$ 5,000
Verizon Annual Connectivity LMS	\$ 3,000
<b>Total</b>	<b>\$ 108,000</b>

**General Plan Surcharge**

**Justification:** The General Plan Surcharge Fee is calculated by dividing the cost of updating the general plan, on an eight-year cycle, by the total valuation of building construction over eight years. This calculation yields a percentage, which ensures full cost recovery for the General Plan Surcharge Fee, set at 0.125%. However, new state laws have directly impacted the current and future General Plan process as compared to previous housing cycles, and new development will significantly impact the General Plan. In particular, the State Regional Housing Needs Assessment allocation to the City from the 2014-2021 housing cycle to the 2021-2029 cycle increased **more than 400%** – from 862 units to 3,729 units. The General Plan must accommodate this new development, in that most of the General Plan elements are being updated because of this dramatic housing development change. As a result, new development to which the fee is charged bears more connection to the cost of implementing those requirements since that is the requirement of a user fee. Consequently, it was determined that 65% of cost recovery should be borne by new development, with 35% of the cost being covered by the General Fund. This will ensure that the fee charged to the service recipient is in connection to the reasonable benefit and cost incurred by the City to provide for the service.

<b>General Plan Update Fee</b>	
Fee attached as a percentage of Building Permit	
General Plan Update Cost	\$1,171,659.38
Update Interval (Years)	8
Yearly Cost Need	\$146,457.42
Building Valuation (average year*)	\$117,633,721
<b>Full Cost General Plan Fee</b>	<b>0.125%</b>
Current Fee	0.0%
Current Cost Recovery level	0%
Input percent fee desired	0.08%
Fee increase/decrease needed	NA
New Cost Recovery level	65.0%

\*Based on 8 year period of total building valuation of \$941,069,767.

**Yearly Cost Inflator**      **2%**  
 Note: The inflator is used to estimate the cost for the listed projects in 2029 when the next Update is done

<b>General Plan Term Cost Calculation</b>		
<b>Cost Detail</b>	<b>Total in Today's \$</b>	<b>Total with Inflator</b>
Consultant for Update	\$600,000	\$702,995.63
Environmental Consultant	\$300,000	\$351,497.81
Traffic Consultant	\$100,000	\$117,165.94
<b>Total</b>	<b>\$1,000,000</b>	<b>\$1,171,659.38</b>

**Community Development - Development Services**

Development Permits and Fees				Community Development	1000: City Clerk	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
		<b>Current Fee/Charge</b>	<b>Notes</b>	<b>\$267.56</b>	<b>\$134.81</b>					
(a) 1	Land Use Clearance for Business License	\$160.00		1.00			\$267.56	0%	\$267.00	\$107.00
2	Zoning Verification Letter	\$1,204.00		4.50			\$1,204.00	0%	\$1,204.00	\$0.00
3	Home Occupation Permit (O)	\$104.00		1.00			\$267.56	61%	\$104.00	\$0.00
4	Permit Refund Processing Fee	\$66.00		0.25			\$66.89	1%	\$66.00	\$0.00
5	Appeal to Planning Commission/City Council by applicant or outside party	\$8,296.00	Initial Deposit	30.00	2.00		\$8,296.29	0%	\$8,296.00	\$0.00
6	Amend Final Map	\$6,688.00	Initial Deposit Based on Scope of Work	25.00			\$6,688.89	0%	\$6,688.00	\$0.00
7	Certificate of Compliance/Correction	\$2,837.00	Initial Deposit	5.00		\$1,500.00	\$2,837.78	0%	\$2,837.00	\$0.00
8	Conditional Use Permit - Wireless	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
9	Conditional Use Permit - Use	\$11,237.00	Initial Deposit	42.00			\$11,237.34	0%	\$11,237.00	\$0.00
10	Municipal Code Amendment	\$17,123.00	Initial Deposit	64.00			\$17,123.57	0%	\$17,123.00	\$0.00
11	SB9 Housing Developments	\$7,224.00	Initial Deposit	27.00			\$7,224.01	0%	\$7,224.00	\$0.00
12	Design Review - Custom Home	\$7,224.00	Initial Deposit	27.00			\$7,224.01	0%	\$7,224.00	\$0.00
13	Design Review - Tract	\$16,053.00	Initial Deposit	60.00			\$16,053.35	0%	\$16,053.00	\$0.00
14	Entitlement Extension	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
15	Parcel Map Review	\$9,364.00	Initial Deposit	35.00			\$9,364.45	0%	\$9,364.00	\$0.00
16	Tract Map Review	\$13,377.00	Initial Deposit	50.00			\$13,377.79	0%	\$13,377.00	\$0.00
17	General Plan Amendment/Zoning Map Change	\$17,123.00	Initial Deposit	64.00			\$17,123.57	0%	\$17,123.00	\$0.00
18	Grant of Easement/Quitclaim Review	\$5,105.00	Initial Deposit	6.00		\$3,500.00	\$5,105.33	0%	\$5,105.00	\$0.00
19	Improvement Plan Review	\$6,688.00	Initial Deposit	25.00			\$6,688.89	0%	\$6,688.00	\$0.00
20	Lot Line Adjustment	\$5,675.00	Initial Deposit	10.00		\$3,000.00	\$5,675.56	0%	\$5,675.00	\$0.00

O - Council direction 4/9/24; confirmed 61% subsidy- Equestrian permits also tied to HOP fee

(a) Combined with Business License Processing Fee time data

Community Development - Development Services

Development Permits and Fees (Continued)				Community Development	1000: City Clerk	Material/3rd Party Cost	Full Cost	Subsidy %	Suggested Fee	Fee Δ
				\$267.56	\$134.81					
21	Lot Merger	\$5,675.00	Initial Deposit	10.00		3,000.00	\$5,675.56	0%	\$5,675.00	\$0.00
22	Minor Variance	\$2,675.00	Initial Deposit	10.00			\$2,675.56	0%	\$2,675.00	\$0.00
23	Major Variance	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
24	Pre-Application Review	\$6,688.00	Initial Deposit	25.00			\$6,688.89	0%	\$6,688.00	\$0.00
25	Planning Research Fee	\$1,605.00	Initial Deposit	6.00			\$1,605.33	0%	\$1,605.00	\$0.00
26	Reversion to Acreage	\$14,983.00	Initial Deposit	56.00			\$14,983.12	0%	\$14,983.00	\$0.00
27	Review of Gate Guarded Neighborhood Plans	\$16,053.00	Initial Deposit	60.00			\$16,053.35	0%	\$16,053.00	\$0.00
28	Minor Use Permit	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
29	Minor Use Permit Entitlement Extension	\$4,013.00	Initial Deposit	15.00			\$4,013.34	0%	\$4,013.00	\$0.00
30	Minor Use Permit Wireless	\$6,421.00	Initial Deposit	24.00			\$6,421.34	0%	\$6,421.00	\$0.00
(b) 31	Rough Grading Plan Review	\$13,377.00	Initial Deposit	50.00			\$13,377.79	0%	\$13,377.00	\$0.00
32	Site Plan Review	\$32,106.00	Initial Deposit	120.00			\$32,106.69	0%	\$32,106.00	\$0.00
33	Small Wireless Facility Permit	\$4,013.00	Initial Deposit	15.00			\$4,013.34	0%	\$4,013.00	\$0.00
34	Small Wireless Facility Permit - Amendment	\$4,013.00	Initial Deposit	15.00			\$4,013.34	0%	\$4,013.00	\$0.00
35	Small Wireless Facility Permit - Consent Form	\$535.00	Flat Fee	2.00			\$535.11	0%	\$535.00	\$0.00
36	Specific Plan	\$26,755.00	Initial Deposit	100.00			\$26,755.58	0%	\$26,755.00	\$0.00
37	Water/Sewer Pump/Lift Station Plan Review	\$6,688.00	Initial Deposit	25.00			\$6,688.89	0%	\$6,688.00	\$0.00
38	Zoning Clearance Review	\$4,013.00	Initial Deposit	15.00			\$4,013.34	0%	\$4,013.00	\$0.00
39	Zoning Clearance Review Wireless	\$5,351.00	Initial Deposit	20.00			\$5,351.12	0%	\$5,351.00	\$0.00
40	Zoning Clearance - Eligible Facility Requests	\$5,351.00	Initial Deposit	20.00			\$5,351.12	0%	\$5,351.00	\$0.00
41	Zoning Clearance - Section 65850.6 Colocations	\$5,351.00	Initial Deposit	20.00			\$5,351.12	0%	\$5,351.00	\$0.00
42	Zoning Clearance Entitlement Extension	\$1,872.00	Initial Deposit	7.00			\$1,872.89	0%	\$1,872.00	\$0.00
43	<del>Technical Study Review (Water Quality Management Plan, Hydrology Plan, Storm Water Plan, etc.)— Consultant Cost</del>	<del>\$5,351.00</del>	<del>Initial Deposit</del>	<del>20.00</del>			<del>\$5,351.12</del>	<del>0%</del>	<del>\$5,351.00</del>	<del>\$0.00</del>
43	Entitlement Review - Engineering Consultant Services	N/A	Initial Deposit				N/A	0%	\$25,000.00	New
44	Post Entitlement Review - Engineering Consultant Services	\$10,702.00	Initial Deposit				N/A	0%	\$50,000.00	\$39,298.00

(b) Moved from Building Services

**Community Development - Development Services**

Development Permits and Fees (Continued)			
#	Description	Current Fee/Charge	Notes
45	Tentative Parcel Map	\$9,364.00	Initial Deposit
46	SB9 Urban Lot Split Subdivisions	\$9,364.00	Initial Deposit
47	Tentative Tract Map	\$33,728.00	Initial Deposit
48	Regional Sewerage Capital Construction	\$8,620.00	Per EDU (Full cost set by IEUA, subject to change)
49	Petition for Law Enforcement on Private, Gate-Guarded Roads	\$8,026.00	Initial Deposit - (Vehicle Code § 21107.7)
50	Petition for Law Enforcement on Private, Non Gate-Guarded Roads	\$5,351.00	Initial Deposit - (Vehicle Code § 21107.7)

Community Development	1000: City Clerk	Material/3rd Party Cost
\$267.56	\$134.81	
35.00		
35.00		
70.00		\$15,000.00
30.00		
20.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$9,364.45	0%	\$9,364.00	\$0.00
\$9,364.45	0%	\$9,364.00	\$0.00
\$33,728.90	0%	\$33,728.00	\$0.00
N/A	N/A	\$8,620.00	\$0.00
\$8,026.67	0%	\$8,026.00	\$0.00
\$5,351.12	0%	\$5,351.00	\$0.00

Minor Permits and Fees			
#	Description	Current Fee/Charge	Notes
51	Permanent Sign - Review and Approval (no building permit required)	\$401.00	
52	Banners and Flags	\$133.00	
53	Temporary Signs for Single Exhibit Events (P)	\$0.00	
54	Special Events	\$802.00	
55	Non-Profit Special Events (Q)	\$267.00	
56	Temporary Construction & Security Trailer	\$1,204.00	
57	Temporary Use Permit General	\$1,204.00	Initial Deposit
58	Temporary Use Permit - Model Homes, Temporary Sales Office/Trailer, Temporary Signs	\$4,280.00	
(c) 59	<del>Business License Processing Fee</del>	<del>\$88.00</del>	
59	Sidewalk Vendor Permit	\$267.00	
60	Minor Exception	\$401.00	

Community Development	1000: City Clerk	Material/3rd Party Cost
\$267.56	\$134.81	
1.50		
0.50		
0.17		
3.00		
8.00		
4.50		
4.50		
16.00		
0.33		
1.00		
1.50		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$401.33	0%	\$401.00	\$0.00
\$133.78	1%	\$133.00	\$0.00
\$45.48	100%	\$0.00	\$0.00
\$802.67	0%	\$802.00	\$0.00
\$2,140.45	88%	\$267.00	\$0.00
\$1,204.00	0%	\$1,204.00	\$0.00
\$1,204.00	0%	\$1,204.00	\$0.00
\$4,280.89	0%	\$4,280.00	\$0.00
<del>\$88.29</del>	<del>0%</del>	<del>\$88.00</del>	<del>\$0.00</del>
\$267.56	0%	\$267.00	\$0.00
\$401.33	0%	\$401.00	\$0.00

P - Council direction 4/9/24; confirmed 100% subsidy  
 Q - Council direction 4/9/24; confirmed non-profit fee should be equivalent to 1 hour  
 (c) Combined with Land Use Clearance for Business License fee



**Community Development - Development Services**

Parks and Landscape				Community Development	1000: City Clerk	Material/3rd Party Cost				
#	Description	Current Fee/Charge	Notes				Full Cost	Subsidy %	Suggested Fee	Fee Δ
61	Landscape Plan Check Review - Developer (staff time)	\$7,023.00	Initial Deposit	26.25			\$7,023.34	0%	\$7,023.00	\$0.00
62	Landscape Plan Check Review - Single Family (rehabilitation projects)	\$2,675.00	Initial Deposit	10.00			\$2,675.56	0%	\$2,675.00	\$0.00
63	Landscape Plan Check Review - Single Family (includes cost of consultant)	\$4,105.00	Initial Deposit	6.00		\$2,500.00	\$4,105.33	0%	\$4,105.00	\$0.00
64	Special Assessment District Formation	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
<b>Investigation/Background Fees</b>				<b>Community Development</b>	<b>1000: City Clerk</b>	<b>Material/3rd Party Cost</b>				
#	Description	Current Fee/Charge	Notes				Full Cost	Subsidy %	Suggested Fee	Fee Δ
65	Adult Oriented Business Permit Application	\$401.00		1.50			\$401.33	0%	\$401.00	\$0.00
66	Minor Oriented Business/Ice Cream Vendor Permit	\$401.00		1.50			\$401.33	0%	\$401.00	\$0.00
<b>Tree Removal Permits</b>				<b>Community Development</b>	<b>1000: City Clerk</b>	<b>Material/3rd Party Cost</b>				
#	Description	Current Fee/Charge	Notes				Full Cost	Subsidy %	Suggested Fee	Fee Δ
67	Applicant - No tree plan required	\$1,070.00		4.00			\$1,070.22	0%	\$1,070.00	\$0.00
68	Applicant - Tree plan is required	\$2,073.00	Initial Deposit	7.75			\$2,073.56	0%	\$2,073.00	\$0.00

**Community Development - Development Services**

Equestrian Overlay District Fees				Community Development	1000: City Clerk	Material/3rd Party Cost				
#	Description	Current Fee/Charge	Notes	\$267.56	\$134.81		Full Cost	Subsidy %	Suggested Fee	Fee Δ
69	Equestrian and Large Animal Keeping Permit (K) (Existing prior to Ord. 270 effective 5/8/2014) (R)	\$0.00		6.00			\$1,605.33	100%	\$0.00	\$0.00
70	Equestrian and Large Animal Keeping Permit (K) - New	\$1,337.00	Initial Deposit	5.00			\$1,337.78	0%	\$1,337.00	\$0.00
71	Equestrian and Large Animal Business Permit (B) Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014) (S)	\$104.00		1.00			\$267.56	61%	\$104.00	\$0.00
72	Equestrian and Large Animal Business Permit (N) - New Operations	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00
73	Grazing Permit (GP) (S)	\$104.00		1.00			\$267.56	61%	\$104.00	\$0.00
74	Equestrian and Large Animal Use Permit (EUP) - Existing Operations (Existing Prior to Ord. 270 effective 5/8/2014) (S)	\$104.00		1.00			\$267.56	61%	\$104.00	\$0.00
75	Equestrian and Large Animal Use Permit (EUP) - New Operations	\$8,026.00	Initial Deposit	30.00			\$8,026.67	0%	\$8,026.00	\$0.00

R - Council direction 4/9/24; confirmed 100% subsidy

S - Council direction 4/9/24; confirmed 61% subsidy - fee consistent with Home Occupation Permit Fee

Table 9

			Current Fees - FY 24/25									
			Price Per Unit									
			30%			70%			100%			
IBC Class	IBC/CBC Occupancy Type	Project Size Threshold	PLAN REVIEW		INSPECTIONS		TOTAL					
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.		
A-1	Assembly—Fixed Seating Theater Concert Hall	3,000	\$2,408.00	\$23.41	\$5,618.67	\$54.63	\$8,026.67	\$78.04				
		9,000	\$3,812.67	\$23.41	\$8,896.23	\$54.63	\$12,708.90	\$78.04				
		15,000	\$5,217.34	\$18.73	\$12,173.79	\$43.70	\$17,391.13	\$62.43				
		20,000	\$6,153.78	\$18.73	\$14,358.83	\$43.70	\$20,512.61	\$62.43				
		25,000	\$7,090.23	\$18.73	\$16,543.87	\$43.70	\$23,634.09	\$62.43				
		30,000	\$8,026.67	\$26.76	\$18,728.90	\$62.43	\$26,755.58	\$89.19				
A-2	Assembly—Food & Drink, Restaurant Night Club, Bar	700	\$2,140.45	\$41.16	\$4,280.89	\$123.49	\$6,421.34	\$164.65				
		3,300	\$3,210.67	\$49.39	\$7,491.56	\$115.25	\$10,702.23	\$164.65				
		6,500	\$4,816.00	\$18.52	\$11,237.34	\$43.22	\$16,053.35	\$61.74				
		8,700	\$5,217.34	\$18.52	\$12,173.79	\$43.22	\$17,391.13	\$61.74				
		10,700	\$5,618.67	\$18.52	\$13,110.23	\$43.22	\$18,728.90	\$61.74				
		13,000	\$6,020.01	\$46.31	\$14,046.68	\$108.05	\$20,066.68	\$154.36				
A-3	Assembly—Worship, Amusement Arcade, Church, Community Hall	1,500	\$2,408.00	\$26.76	\$5,618.67	\$62.43	\$8,026.67	\$89.19				
		4,500	\$3,210.67	\$26.76	\$7,491.56	\$62.43	\$10,702.23	\$89.19				
		7,500	\$4,013.34	\$26.76	\$9,364.45	\$62.43	\$13,377.79	\$89.19				
		10,000	\$4,682.23	\$26.76	\$10,925.19	\$62.43	\$15,607.42	\$89.19				
		12,500	\$5,351.12	\$26.76	\$12,485.94	\$62.43	\$17,837.05	\$89.19				
		15,000	\$6,020.01	\$40.13	\$14,046.68	\$93.64	\$20,066.68	\$133.78				
A-4	Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court	1,500	\$2,408.00	\$26.76	\$5,618.67	\$62.43	\$8,026.67	\$89.19				
		4,500	\$3,210.67	\$26.76	\$7,491.56	\$62.43	\$10,702.23	\$89.19				
		7,500	\$4,013.34	\$32.11	\$9,364.45	\$74.92	\$13,377.79	\$107.02				
		10,000	\$4,816.00	\$32.11	\$11,237.34	\$74.92	\$16,053.35	\$107.02				
		12,500	\$5,618.67	\$32.11	\$13,110.23	\$74.92	\$18,728.90	\$107.02				
		15,000	\$6,421.34	\$42.81	\$14,983.12	\$99.89	\$21,404.46	\$142.70				
A	A Occupancy Tenant Improvements	500	\$1,070.22	\$53.51	\$2,408.00	\$120.40	\$3,478.23	\$173.91				
		2,500	\$2,140.45	\$42.81	\$4,816.00	\$96.32	\$6,956.45	\$139.13				
		5,000	\$3,210.67	\$16.05	\$7,224.01	\$48.16	\$10,434.68	\$64.21				
		6,700	\$3,478.23	\$16.05	\$8,026.67	\$48.16	\$11,504.90	\$64.21				
		8,400	\$3,745.78	-\$32.11	\$8,829.34	\$48.16	\$12,575.12	\$16.05				
		10,000	\$3,210.67	-\$64.21	\$9,632.01	\$96.32	\$12,842.68	\$32.11				
B	Business	3,000	\$2,408.00	\$25.35	\$5,618.67	\$59.14	\$8,026.67	\$84.49				
		7,800	\$3,612.00	\$25.35	\$8,428.01	\$59.14	\$12,040.01	\$84.49				
		12,500	\$4,816.00	\$12.84	\$11,237.34	\$29.97	\$16,053.35	\$42.81				
		16,700	\$5,351.12	\$12.84	\$12,485.94	\$29.97	\$17,837.05	\$42.81				
		20,900	\$5,886.23	\$12.84	\$13,734.53	\$29.97	\$19,620.76	\$42.81				
		25,000	\$6,421.34	\$25.69	\$14,983.12	\$59.93	\$21,404.46	\$85.62				
B	B Occupancy Tenant Improvements	500	\$1,204.00	\$46.82	\$2,408.00	\$107.02	\$3,612.00	\$153.84				
		2,500	\$2,140.45	\$21.40	\$4,548.45	\$42.81	\$6,688.89	\$64.21				
		5,000	\$2,675.56	\$32.11	\$5,618.67	\$48.16	\$8,294.23	\$80.27				
		6,700	\$3,210.67	\$24.08	\$6,421.34	\$48.16	\$9,632.01	\$72.24				
		8,400	\$3,612.00	\$24.08	\$7,224.01	\$48.16	\$10,836.01	\$72.24				
		10,000	\$4,013.34	\$42.14	\$8,026.67	\$84.28	\$12,040.01	\$126.42				
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	800	\$2,006.67	\$62.71	\$4,682.23	\$146.32	\$6,688.89	\$209.03				
		2,400	\$3,010.00	\$62.71	\$7,023.34	\$146.32	\$10,033.34	\$209.03				
		4,000	\$4,013.34	\$30.10	\$9,364.45	\$70.23	\$13,377.79	\$100.33				
		5,400	\$4,414.67	\$30.10	\$10,300.90	\$70.23	\$14,715.57	\$100.33				
		6,700	\$4,816.00	\$30.10	\$11,237.34	\$70.23	\$16,053.35	\$100.33				
		8,000	\$5,217.34	\$65.22	\$12,173.79	\$152.17	\$17,391.13	\$217.39				
E	Educational—Day Care 5+ children, older than 2 1/2 years	600	\$2,006.67	\$83.61	\$4,682.23	\$195.09	\$6,688.89	\$278.70				
		1,800	\$3,010.00	\$83.61	\$7,023.34	\$195.09	\$10,033.34	\$278.70				
		3,000	\$4,013.34	\$26.76	\$9,364.45	\$62.43	\$13,377.79	\$89.19				
		4,000	\$4,280.89	\$26.76	\$9,988.75	\$62.43	\$14,269.64	\$89.19				
		5,000	\$4,548.45	\$26.76	\$10,613.05	\$62.43	\$15,161.49	\$89.19				
		6,000	\$4,816.00	\$80.27	\$11,237.34	\$187.29	\$16,053.35	\$267.56				

Average Plan Review Process	Hourly Rate Position Used	Average Inspection Process Hours	Hourly Rate Position Used	Total Time
	Community Development		Community Development	
	\$267.56		\$267.56	
9.00	\$2,408.00	21.00	\$5,618.67	30.0
14.25	\$3,812.67	33.25	\$8,896.23	47.5
19.50	\$5,217.34	45.50	\$12,173.79	65.0
23.00	\$6,153.78	53.67	\$14,358.83	76.7
26.50	\$7,090.23	61.83	\$16,543.87	88.3
30.00	\$8,026.67	70.00	\$18,728.90	100.0
8.00	\$2,140.45	16.00	\$4,280.89	24.0
12.00	\$3,210.67	28.00	\$7,491.56	40.0
18.00	\$4,816.00	42.00	\$11,237.34	60.0
19.50	\$5,217.34	45.50	\$12,173.79	65.0
21.00	\$5,618.67	49.00	\$13,110.23	70.0
22.50	\$6,020.01	52.50	\$14,046.68	75.0
9.00	\$2,408.00	21.00	\$5,618.67	30.0
12.00	\$3,210.67	28.00	\$7,491.56	40.0
15.00	\$4,013.34	35.00	\$9,364.45	50.0
17.50	\$4,682.23	40.83	\$10,925.19	58.3
20.00	\$5,351.12	46.67	\$12,485.94	66.7
22.50	\$6,020.01	52.50	\$14,046.68	75.0
9.00	\$2,408.00	21.00	\$5,618.67	30.0
12.00	\$3,210.67	28.00	\$7,491.56	40.0
15.00	\$4,013.34	35.00	\$9,364.45	50.0
18.00	\$4,816.00	42.00	\$11,237.34	60.0
21.00	\$5,618.67	49.00	\$13,110.23	70.0
24.00	\$6,421.34	56.00	\$14,983.12	80.0
4.00	\$1,070.22	9.00	\$2,408.00	13.0
8.00	\$2,140.45	18.00	\$4,816.00	26.0
12.00	\$3,210.67	27.00	\$7,224.01	39.0
13.00	\$3,478.23	30.00	\$8,026.67	43.0
14.00	\$3,745.78	33.00	\$8,829.34	47.0
15.00	\$4,013.34	36.00	\$9,632.01	51.0
9.00	\$2,408.00	21.00	\$5,618.67	30.0
13.50	\$3,612.00	31.50	\$8,428.01	45.0
18.00	\$4,816.00	42.00	\$11,237.34	60.0
20.00	\$5,351.12	46.67	\$12,485.94	66.7
22.00	\$5,886.23	51.33	\$13,734.53	73.3
24.00	\$6,421.34	56.00	\$14,983.12	80.0
4.50	\$1,204.00	9.00	\$2,408.00	13.5
8.00	\$2,140.45	17.00	\$4,548.45	25.0
10.00	\$2,675.56	21.00	\$5,618.67	31.0
12.00	\$3,210.67	24.00	\$6,421.34	36.0
13.50	\$3,612.00	27.00	\$7,224.01	40.5
15.00	\$4,013.34	30.00	\$8,026.67	45.0
7.50	\$2,006.67	17.50	\$4,682.23	25.0
11.25	\$3,010.00	26.25	\$7,023.34	37.5
15.00	\$4,013.34	35.00	\$9,364.45	50.0
16.50	\$4,414.67	38.50	\$10,300.90	55.0
18.00	\$4,816.00	42.00	\$11,237.34	60.0
19.50	\$5,217.34	45.50	\$12,173.79	65.0
7.50	\$2,006.67	17.50	\$4,682.23	25.0
11.25	\$3,010.00	26.25	\$7,023.34	37.5
15.00	\$4,013.34	35.00	\$9,364.45	50.0
16.00	\$4,280.89	37.33	\$9,988.75	53.3
17.00	\$4,548.45	39.67	\$10,613.05	56.7
18.00	\$4,816.00	42.00	\$11,237.34	60.0

Proposed Fees - FY 24/25								
Price Per Unit								
30%			70%			100%		
PLAN REVIEW	INSPECTIONS	TOTAL						
			Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.
\$2,408.00	\$23.41	\$5,618.67	\$54.63	\$8,026.67	\$78.04			
\$3,812.67	\$23.41	\$8,896.23	\$54.63	\$12,708.90	\$78.04			
\$5,217.34	\$18.73	\$12,173.79	\$43.70	\$17,391.13	\$62.43			
\$6,153.78	\$18.73	\$14,358.83	\$43.70	\$20,512.61	\$62.43			
\$7,090.23	\$18.73	\$16,543.87	\$43.70	\$23,634.09	\$62.43			
\$8,026.67	\$26.76	\$18,728.90	\$62.43	\$26,755.58	\$89.19			
\$2,140.45	\$41.16	\$4,280.89	\$123.49	\$6,421.34	\$164.65			
\$3,210.67	\$50.17	\$7,491.56	\$117.06	\$10,702.23	\$167.22			
\$4,816.00	\$18.24	\$11,237.34	\$42.57	\$16,053.35	\$60.81			
\$5,217.34	\$20.07	\$12,173.79	\$46.82	\$17,391.13	\$66.89			
\$5,618.67	\$17.45	\$13,110.23	\$40.72	\$18,728.90	\$58.16			
\$6,020.01	\$43.62	\$14,046.68	\$101.79	\$20,066.68	\$145.41			
\$2,408.00	\$26							

Table 9

IBC Class / IBC/CBC Occupancy Type / Project Size Threshold			Current Fees - FY 24/25						Proposed Fees - FY 24/25								
			Price Per Unit						Price Per Unit								
			30%		70%		100%		30%		70%		100%				
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL				
Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.						
E	Occupancy Tenant Improvements	400	\$802.67	\$50.17	\$1,872.89	\$117.06	\$2,675.56	\$167.22	3.00	\$802.67	7.00	\$1,872.89	\$117.06	\$2,675.56	\$167.22		
		1,200	\$1,204.00	\$50.17	\$2,809.34	\$117.06	\$4,013.34	\$167.22	4.50	\$1,204.00	10.50	\$2,809.34	\$117.06	\$4,013.34	\$167.22		
		2,000	\$1,605.33	\$20.07	\$3,745.78	\$46.82	\$5,351.12	\$66.89	6.00	\$1,605.33	14.00	\$3,745.78	\$44.59	\$5,351.12	\$63.70		
		2,700	\$1,739.11	\$20.07	\$4,057.93	\$46.82	\$5,797.04	\$66.89	6.50	\$1,739.11	15.17	\$4,057.93	\$44.59	\$5,797.04	\$63.70		
		3,400	\$1,872.89	\$20.07	\$4,370.08	\$46.82	\$6,242.97	\$66.89	7.00	\$1,872.89	16.33	\$4,370.08	\$52.02	\$6,242.97	\$74.32		
		4,000	\$2,006.67	\$50.17	\$4,682.23	\$117.06	\$6,688.89	\$167.22	7.50	\$2,006.67	17.50	\$4,682.23	\$130.06	\$6,688.89	\$185.80		
		I-1	Institutional—17+ persons, ambulatory	800	\$1,605.33	\$50.17	\$3,745.78	\$117.06	\$5,351.12	\$167.22	6.00	\$1,605.33	14.00	\$3,745.78	\$44.59	\$5,351.12	\$167.22
				2,400	\$2,408.00	\$50.17	\$5,618.67	\$117.06	\$8,026.67	\$167.22	9.00	\$2,408.00	21.00	\$5,618.67	\$117.06	\$8,026.67	\$167.22
				4,000	\$3,210.67	\$30.10	\$7,491.56	\$70.23	\$10,702.23	\$100.33	12.00	\$3,210.67	28.00	\$7,491.56	\$66.89	\$10,702.23	\$95.56
				5,400	\$3,612.00	\$30.10	\$8,428.01	\$70.23	\$12,040.01	\$100.33	13.50	\$3,612.00	31.50	\$8,428.01	\$72.03	\$12,040.01	\$102.91
6,700	\$4,013.34			\$30.10	\$9,364.45	\$70.23	\$13,377.79	\$100.33	15.00	\$4,013.34	35.00	\$9,364.45	\$72.03	\$13,377.79	\$102.91		
8,000	\$4,414.67			\$55.18	\$10,300.90	\$128.76	\$14,715.57	\$183.94	16.50	\$4,414.67	38.50	\$10,300.90	\$132.06	\$14,715.57	\$188.66		
I-2	Institutional—6+ persons, non-ambulatory	800	\$2,006.67	\$62.71	\$4,682.23	\$146.32	\$6,688.89	\$209.03	7.50	\$2,006.67	17.50	\$4,682.23	\$146.32	\$6,688.89	\$209.03		
		2,400	\$3,010.00	\$62.71	\$7,023.34	\$146.32	\$10,033.34	\$209.03	11.25	\$3,010.00	26.25	\$7,023.34	\$146.32	\$10,033.34	\$209.03		
		4,000	\$4,013.34	\$30.10	\$9,364.45	\$70.23	\$13,377.79	\$100.33	15.00	\$4,013.34	35.00	\$9,364.45	\$66.89	\$13,377.79	\$95.56		
		5,400	\$4,414.67	\$30.10	\$10,300.90	\$70.23	\$14,715.57	\$100.33	16.50	\$4,414.67	38.50	\$10,300.90	\$72.03	\$14,715.57	\$102.91		
		6,700	\$4,816.00	\$30.10	\$11,237.34	\$70.23	\$16,053.35	\$100.33	18.00	\$4,816.00	42.00	\$11,237.34	\$72.03	\$16,053.35	\$102.91		
		8,000	\$5,217.34	\$65.22	\$12,173.79	\$152.17	\$17,391.13	\$217.39	19.50	\$5,217.34	45.50	\$12,173.79	\$156.07	\$17,391.13	\$222.96		
I	Occupancy Tenant Improvements	300	\$802.67	\$66.89	\$1,872.89	\$156.07	\$2,675.56	\$222.96	3.00	\$802.67	7.00	\$1,872.89	\$156.07	\$2,675.56	\$222.96		
		1,500	\$1,605.33	\$53.51	\$3,745.78	\$124.86	\$5,351.12	\$178.37	6.00	\$1,605.33	14.00	\$3,745.78	\$124.86	\$5,351.12	\$178.37		
		3,000	\$2,408.00	\$26.76	\$5,618.67	\$62.43	\$8,026.67	\$89.19	9.00	\$2,408.00	21.00	\$5,618.67	\$62.43	\$8,026.67	\$89.19		
		4,000	\$2,675.56	\$26.76	\$6,242.97	\$62.43	\$8,918.53	\$89.19	10.00	\$2,675.56	23.33	\$6,242.97	\$62.43	\$8,918.53	\$89.19		
		5,000	\$2,943.11	\$26.76	\$6,867.27	\$62.43	\$9,810.38	\$89.19	11.00	\$2,943.11	25.67	\$6,867.27	\$62.43	\$9,810.38	\$89.19		
		6,000	\$3,210.67	\$53.51	\$7,491.56	\$124.86	\$10,702.23	\$178.37	12.00	\$3,210.67	28.00	\$7,491.56	\$124.86	\$10,702.23	\$178.37		
		M	Mercantile	800	\$1,204.00	\$50.17	\$2,809.34	\$117.06	\$4,013.34	\$167.22	4.50	\$1,204.00	10.50	\$2,809.34	\$117.06	\$4,013.34	\$167.22
				4,000	\$2,809.34	\$30.10	\$6,555.12	\$70.23	\$9,364.45	\$100.33	10.50	\$2,809.34	24.50	\$6,555.12	\$70.23	\$9,364.45	\$100.33
				8,000	\$4,013.34	\$25.08	\$9,364.45	\$58.53	\$13,377.79	\$83.61	15.00	\$4,013.34	35.00	\$9,364.45	\$57.81	\$13,377.79	\$82.58
				10,700	\$4,682.23	\$25.08	\$10,925.19	\$58.53	\$15,607.42	\$83.61	17.50	\$4,682.23	40.83	\$10,925.19	\$57.81	\$15,607.42	\$82.58
13,400	\$5,351.12			\$25.08	\$12,485.94	\$58.53	\$17,837.05	\$83.61	20.00	\$5,351.12	46.67	\$12,485.94	\$60.03	\$17,837.05	\$85.76		
16,000	\$6,020.01			\$37.63	\$14,046.68	\$87.79	\$20,066.68	\$125.42	22.50	\$6,020.01	52.50	\$14,046.68	\$90.04	\$20,066.68	\$128.63		
M	Mercantile—Motor fuel-dispensing			1,500	\$1,605.33	\$26.76	\$3,745.78	\$62.43	\$5,351.12	\$89.19	6.00	\$1,605.33	14.00	\$3,745.78	\$62.43	\$5,351.12	\$89.19
				2,700	\$1,926.40	\$26.76	\$4,494.94	\$62.43	\$6,421.34	\$89.19	7.20	\$1,926.40	16.80	\$4,494.94	\$62.43	\$6,421.34	\$89.19
				3,900	\$2,247.47	\$26.76	\$5,244.09	\$62.43	\$7,491.56	\$89.19	8.40	\$2,247.47	19.60	\$5,244.09	\$62.43	\$7,491.56	\$89.19
				5,100	\$2,568.54	\$26.76	\$5,993.25	\$62.43	\$8,561.79	\$89.19	9.60	\$2,568.54	22.40	\$5,993.25	\$62.43	\$8,561.79	\$89.19
		6,300	\$2,889.60	\$26.76	\$6,742.41	\$62.43	\$9,632.01	\$89.19	10.80	\$2,889.60	25.20	\$6,742.41	\$62.43	\$9,632.01	\$89.19		
		7,500	\$3,210.67	\$42.81	\$7,491.56	\$99.89	\$10,702.23	\$142.70	12.00	\$3,210.67	28.00	\$7,491.56	\$99.89	\$10,702.23	\$142.70		
M	M Occupancy Tenant Improvements	800	\$1,204.00	\$29.26	\$2,408.00	\$66.89	\$3,612.00	\$96.15	4.50	\$1,204.00	9.00	\$2,408.00	\$66.89	\$3,612.00	\$96.15		
		4,000	\$2,140.45	\$13.38	\$4,548.45	\$26.76	\$6,688.89	\$40.13	8.00	\$2,140.45	17.00	\$4,548.45	\$26.76	\$6,688.89	\$40.13		
		8,000	\$2,675.56	\$20.07	\$5,618.67	\$30.10	\$8,294.23	\$50.17	10.00	\$2,675.56	21.00	\$5,618.67	\$29.73	\$8,294.23	\$49.55		
		10,700	\$3,210.67	\$15.05	\$6,421.34	\$30.10	\$9,632.01	\$45.15	12.00	\$3,210.67	24.00	\$6,421.34	\$29.73	\$9,632.01	\$44.59		
		13,400	\$3,612.00	\$15.05	\$7,224.01	\$30.10	\$10,836.01	\$45.15	13.50	\$3,612.00	27.00	\$7,224.01	\$30.87	\$10,836.01	\$46.31		
		16,000	\$4,013.34	\$37.63	\$8,026.67	\$75.25	\$12,040.01	\$112.88	15.00	\$4,013.34	30.00	\$8,026.67	\$77.18	\$12,040.01	\$115.77		
		R-1	Residential—Transient Boarding Houses, Hotels, Motels	4,000	\$4,013.34	\$30.10	\$9,364.45	\$70.23	\$13,377.79	\$100.33	15.00	\$4,013.34	35.00	\$9,364.45	\$70.23	\$13,377.79	\$100.33
				12,000	\$6,421.34	\$30.10	\$14,983.12	\$70.23	\$21,404.46	\$100.33	24.00	\$6,421.34	56.00	\$14,983.12	\$70.23	\$21,404.46	\$100.33
				20,000	\$8,829.34	\$16.05	\$20,601.80	\$37.46	\$29,431.14	\$53.51	33.00	\$8,829.34	77.00	\$20,601.80	\$37.27	\$29,431.14	\$53.24
				26,700	\$9,899.56	\$16.05	\$23,098.98	\$37.46	\$32,998.55	\$53.51	37.00	\$9,899.56	86.33	\$23,098.98	\$37.27	\$32,998.55	\$53.24
33,400	\$10,969.79			\$16.05	\$25,596.17	\$37.46	\$36,565.96	\$53.51	41.00	\$10,969.79	95.67	\$25,596.17	\$37.84	\$36,565.96	\$54.05		
40,000	\$12,040.01			\$30.10	\$28,093.36	\$70.23	\$40,133.37	\$100.33	45.00	\$12,040.01	105.00	\$28,093.36	\$70.94	\$40,133.37	\$101.35		
R-2	Residential—Permanent, 3+ Dwellings Apartments, Dormitory, Timeshare	2,000	\$3,745.78	\$16.72	\$8,561.79	\$43.48	\$12,307.57	\$60.20	14.00	\$3,745.78	32.00	\$8,561.79	\$43.48	\$12,307.57	\$60.20		
		10,000	\$5,083.56	\$5.35	\$12,040.01	\$10.70	\$17,123.57	\$16.05	19.00	\$5,083.56	45.00	\$12,040.01	\$10.70	\$17,123.57	\$16.05		
		20,000	\$5,618.67	\$20.07	\$13,110.23	\$46.82	\$18,728.90	\$66.89	21.00	\$5,618.67	49.00	\$13,110.23	\$46.59	\$18,728.90	\$66.56		
		26,700	\$6,956.45	\$20.07	\$16,231.72	\$46.82	\$23,188.17	\$66.89	26.00	\$6,956.45	60.67	\$16,231.72	\$46.59	\$23,188.17	\$66.56		
		33,400	\$8,294.23	\$20.07	\$19,353.20	\$46.82	\$27,647.43	\$66.89	31.00	\$8,294.23	72.33	\$19,353.20	\$47.30	\$27,647.43	\$67.56		
		40,000	\$9,632.01	\$24.08	\$22,474.69	\$56.19	\$32,106.69	\$80.27	36.00	\$9,632.01	84.00	\$22,474.69	\$56.75	\$32,106.69	\$81.08		

Table 9

IBC Class / IBC/CBC Occupancy Type / Project Size Threshold			Current Fees - FY 24/25						Proposed Fees - FY 24/25								
			Price Per Unit						Price Per Unit								
			30%		70%		100%		30%		70%		100%				
			PLAN REVIEW		INSPECTIONS		TOTAL		PLAN REVIEW		INSPECTIONS		TOTAL				
Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.	Base Cost at Threshold S.F.	Cost Per Each Additional 100 S.F.						
R-3	Dwellings	2,500	\$2,675.56	\$53.51	\$5,886.23	\$107.02	\$8,561.79	\$160.53	10.00	\$2,675.56	22.00	\$5,886.23	\$107.02	\$8,561.79	\$160.53		
		5,000	\$4,013.34	\$33.44	\$8,561.79	\$93.64	\$12,575.12	\$127.09	15.00	\$4,013.34	32.00	\$8,561.79	\$93.64	\$12,575.12	\$127.09		
		7,000	\$4,682.23	\$22.30	\$10,434.68	\$53.51	\$15,116.90	\$75.81	17.50	\$4,682.23	39.00	\$10,434.68	\$53.51	\$15,116.90	\$75.81		
		10,000	\$5,351.12	\$42.81	\$12,040.01	\$53.51	\$17,391.13	\$96.32	20.00	\$5,351.12	45.00	\$12,040.01	\$53.51	\$17,391.13	\$96.32		
		15,000	\$7,491.56	\$32.11	\$14,715.57	\$40.13	\$22,207.13	\$72.24	28.00	\$7,491.56	55.00	\$14,715.57	\$40.13	\$22,207.13	\$72.24		
		25,000	\$10,702.23	\$36.69	\$18,728.90	\$45.87	\$29,431.14	\$82.56	40.00	\$10,702.23	70.00	\$18,728.90	\$45.87	\$29,431.14	\$82.56		
		R	R Occupancy -- Additions	100	\$535.11	\$133.78	\$802.67	\$267.56	\$1,337.78	\$401.33	2.00	\$535.11	3.00	\$802.67	\$267.56	\$1,337.78	\$401.33
				300	\$802.67	\$214.04	\$1,337.78	\$321.07	\$2,140.45	\$535.11	3.00	\$802.67	5.00	\$1,337.78	\$401.33	\$2,140.45	\$535.11
				500	\$1,337.78	\$214.04	\$2,140.45	\$428.09	\$3,478.23	\$642.13	5.00	\$1,337.78	8.00	\$2,140.45	\$428.09	\$3,478.23	\$642.13
				1,000	\$2,408.00	\$17.84	\$4,280.89	\$71.35	\$6,688.89	\$89.19	9.00	\$2,408.00	16.00	\$4,280.89	\$71.35	\$6,688.89	\$89.19
2,500	\$2,675.56			\$64.21	\$5,351.12	\$107.02	\$8,026.67	\$171.24	10.00	\$2,675.56	20.00	\$5,351.12	\$107.02	\$8,026.67	\$171.24		
5,000	\$4,280.89			\$85.62	\$8,026.67	\$142.70	\$12,307.57	\$228.31	16.00	\$4,280.89	30.00	\$8,026.67	\$142.70	\$12,307.57	\$228.31		
S-1	Storage—Moderate Hazard			5,000	\$3,210.67	\$18.06	\$7,491.56	\$42.14	\$10,702.23	\$60.20	12.00	\$3,210.67	28.00	\$7,491.56	\$42.14	\$10,702.23	\$60.20
				15,000	\$5,016.67	\$18.06	\$11,705.57	\$42.14	\$16,722.24	\$60.20	18.75	\$5,016.67	43.75	\$11,705.57	\$42.14	\$16,722.24	\$60.20
				25,000	\$6,822.67	\$17.66	\$15,919.57	\$41.20	\$22,742.24	\$58.86	25.50	\$6,822.67	59.50	\$15,919.57	\$40.88	\$22,742.24	\$58.40
				33,400	\$8,294.23	\$17.66	\$19,353.20	\$41.20	\$27,647.43	\$58.86	31.00	\$8,294.23	72.33	\$19,353.20	\$41.37	\$27,647.43	\$59.10
		41,700	\$9,765.79	\$17.66	\$22,786.83	\$41.20	\$32,552.62	\$58.86	36.50	\$9,765.79	85.17	\$22,786.83	\$41.37	\$32,552.62	\$59.10		
		50,000	\$11,237.34	\$22.47	\$26,220.47	\$52.44	\$37,457.81	\$74.92	42.00	\$11,237.34	98.00	\$26,220.47	\$52.65	\$37,457.81	\$75.22		
		S-1	Storage—Moderate Hazard, Repair Garage, Motor Vehicles (not High Hazard)	500	\$1,204.00	\$40.13	\$2,809.34	\$93.64	\$4,013.34	\$133.78	4.50	\$1,204.00	10.50	\$2,809.34	\$93.64	\$4,013.34	\$133.78
				2,500	\$2,006.67	\$32.11	\$4,682.23	\$74.92	\$6,688.89	\$107.02	7.50	\$2,006.67	17.50	\$4,682.23	\$74.92	\$6,688.89	\$107.02
				5,000	\$2,809.34	\$32.11	\$6,555.12	\$74.92	\$9,364.45	\$107.02	10.50	\$2,809.34	24.50	\$6,555.12	\$74.92	\$9,364.45	\$107.02
				10,000	\$4,414.67	\$13.38	\$10,300.90	\$31.21	\$14,715.57	\$44.59	16.50	\$4,414.67	38.50	\$10,300.90	\$31.21	\$14,715.57	\$44.59
25,000	\$6,421.34			\$16.05	\$14,983.12	\$37.46	\$21,404.46	\$53.51	24.00	\$6,421.34	56.00	\$14,983.12	\$37.46	\$21,404.46	\$53.51		
50,000	\$10,434.68			\$20.87	\$24,347.58	\$48.70	\$34,782.25	\$69.56	39.00	\$10,434.68	91.00	\$24,347.58	\$48.70	\$34,782.25	\$69.56		
S-2	Storage—Low Hazard			5,000	\$2,408.00	\$16.05	\$5,618.67	\$37.46	\$8,026.67	\$53.51	9.00	\$2,408.00	21.00	\$5,618.67	\$37.46	\$8,026.67	\$53.51
				25,000	\$5,618.67	\$9.63	\$13,110.23	\$22.47	\$18,728.90	\$32.11	21.00	\$5,618.67	49.00	\$13,110.23	\$22.47	\$18,728.90	\$32.11
				50,000	\$8,026.67	\$3.21	\$18,728.90	\$7.49	\$26,755.58	\$10.70	30.00	\$8,026.67	70.00	\$18,728.90	\$7.49	\$26,755.58	\$10.70
				100,000	\$9,632.01	\$9.63	\$22,474.69	\$22.47	\$32,106.69	\$32.11	36.00	\$9,632.01	84.00	\$22,474.69	\$22.47	\$32,106.69	\$32.11
		250,000	\$24,080.02	\$9.63	\$56,186.71	\$22.47	\$80,266.74	\$32.11	90.00	\$24,080.02	210.00	\$56,186.71	\$22.47	\$80,266.74	\$32.11		
		500,000	\$48,160.04	\$9.63	\$112,373.43	\$22.47	\$160,533.47	\$32.11	180.00	\$48,160.04	420.00	\$112,373.43	\$22.47	\$160,533.47	\$32.11		
		S-2	Storage—Low Hazard, Parking Garages Open or Enclosed	4,000	\$3,210.67	\$20.07	\$7,491.56	\$46.82	\$10,702.23	\$66.89	12.00	\$3,210.67	28.00	\$7,491.56	\$46.82	\$10,702.23	\$66.89
				20,000	\$6,421.34	\$12.04	\$14,983.12	\$28.09	\$21,404.46	\$40.13	24.00	\$6,421.34	56.00	\$14,983.12	\$28.09	\$21,404.46	\$40.13
				40,000	\$8,829.34	\$6.02	\$20,601.80	\$14.05	\$29,431.14	\$20.07	33.00	\$8,829.34	77.00	\$20,601.80	\$14.05	\$29,431.14	\$20.07
				80,000	\$11,237.34	\$10.70	\$26,220.47	\$24.97	\$37,457.81	\$35.67	42.00	\$11,237.34	98.00	\$26,220.47	\$24.97	\$37,457.81	\$35.67
200,000	\$24,080.02			\$12.04	\$56,186.71	\$28.09	\$80,266.74	\$40.13	90.00	\$24,080.02	210.00	\$56,186.71	\$28.09	\$80,266.74	\$40.13		
400,000	\$48,160.04			\$12.04	\$112,373.43	\$28.09	\$160,533.47	\$40.13	180.00	\$48,160.04	420.00	\$112,373.43	\$28.09	\$160,533.47	\$40.13		
S	S Occupancy Tenant Improvements			800	\$1,204.00	\$25.08	\$2,809.34	\$58.53	\$4,013.34	\$83.61	4.50	\$1,204.00	10.50	\$2,809.34	\$58.53	\$4,013.34	\$83.61
				4,000	\$2,006.67	\$30.10	\$4,682.23	\$70.23	\$6,688.89	\$100.33	7.50	\$2,006.67	17.50	\$4,682.23	\$70.23	\$6,688.89	\$100.33
				8,000	\$3,210.67	\$10.03	\$7,491.56	\$23.41	\$10,702.23	\$33.44	12.00	\$3,210.67	28.00	\$7,491.56	\$23.41	\$10,702.23	\$33.44
				16,000	\$4,013.34	\$13.38	\$9,364.45	\$31.21	\$13,377.79	\$44.59	15.00	\$4,013.34	35.00	\$9,364.45	\$31.21	\$13,377.79	\$44.59
		40,000	\$7,224.01	\$14.05	\$16,856.01	\$32.78	\$24,080.02	\$46.82	27.00	\$7,224.01	63.00	\$16,856.01	\$32.78	\$24,080.02	\$46.82		
		80,000	\$12,842.68	\$16.05	\$29,966.25	\$37.46	\$42,808.93	\$53.51	48.00	\$12,842.68	112.00	\$29,966.25	\$37.46	\$42,808.93	\$53.51		
		U	Accessory Structure	100	\$240.80	\$120.40	\$561.87	\$280.93	\$802.67	\$401.33	0.90	\$240.80	2.10	\$561.87	\$280.93	\$802.67	\$401.33
				300	\$481.60	\$128.43	\$1,123.73	\$299.66	\$1,605.33	\$428.09	1.80	\$481.60	4.20	\$1,123.73	\$374.58	\$1,605.33	\$535.11
				500	\$802.67	\$80.27	\$1,872.89	\$187.29	\$2,675.56	\$267.56	3.00	\$802.67	7.00	\$1,872.89	\$187.29	\$2,675.56	\$267.56
				1,000	\$1,204.00	\$20.07	\$2,809.34	\$46.82	\$4,013.34	\$66.89	4.50	\$1,204.00	10.50	\$2,809.34	\$46.82	\$4,013.34	\$66.89
5,000	\$2,006.67			\$16.05	\$4,682.23	\$37.46	\$6,688.89	\$53.51	7.50	\$2,006.67	17.50	\$4,682.23	\$37.46	\$6,688.89	\$53.51		
10,000	\$2,809.34			\$28.09	\$6,555.12	\$65.55	\$9,364.45	\$93.64	10.50	\$2,809.34	24.50	\$6,555.12	\$65.55	\$9,364.45	\$93.64		
20,000	\$5,618.67			\$13.38	\$13,110.23	\$31.21	\$18,728.90	\$44.59	21.00	\$5,618.67	49.00	\$13,110.23	\$31.21	\$18,728.90	\$44.59		
50,000	\$9,632.01			\$12.84	\$22,474.69	\$29.97	\$32,106.69	\$42.81	36.00	\$9,632.01	84.00	\$22,474.69	\$29.97	\$32,106.69	\$42.81		
100,000	\$16,053.35			\$16.05	\$37,457.81	\$37.46	\$53,511.16	\$53.51	60.00	\$16,053.35	140.00	\$37,457.81	\$37.46	\$53,511.16	\$53.51		



**Public Works**

#	Description	Current Fee/Charge	Notes
	<b>Tree Trimming</b>		
14	Tree Trimming Service Fees	See Table 10	
15	Resi-Pay Admin Fee	\$138.75	

1000: Public Works Admin	Material/3rd Party Cost
138.75	
1.00	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
N/A	N/A	See Table 10	N/A
\$138.75	0%	\$138.75	\$0.00

**Finance**

#	Description	Current Fee/Charge	Notes
Business License Fees			
1	Business License Fee - New/Change	\$16.89	3rd Party Cost = \$16.89 (CPI escalator effective January 1st)
2	Business License Renewal Fee	\$16.89	3rd Party Cost = \$16.89 (CPI escalator effective January 1st)
3	SB 1186 - Disability Access Fee - AB 1379 (Govt Code 4467(a)(2)(A))	\$4.00	Full cost set by State, subject to change
4	Fee for Bingo Licensee (Penal Code 326.5(l)(1))	\$50.00	Full cost set by State, subject to change. Plus livescan fee set and paid directly to DOJ.
5	Delinquent Business License Fee Per month - not to exceed 100% of monthly fees	10%	CHMC 5.04.240
Miscellaneous Finance Fees			
6	Green River Sewer Billing	\$42.97	
7	Nonsufficient Funds Return Item Fee (1st item)	\$25.00	Civil Code 1719
8	Nonsufficient Funds Return Item Fee (subsequent items)	\$35.00	Civil Code 1719
9	Collection Agency Fee	Actual Cost	18% - 35% based on vendor
10	Convenience Fee - HdL (Business License & TOT)	Actual Cost	2.9%, minimum of \$2
11	Credit Card Convenience Fee (excludes Utility payments)	Actual Cost	2.50% - 3.75% (minimum \$2.50) based on vendor
12	Electronic Payment Chargeback Fee	Actual Cost	\$5 - \$25 based on vendor
13	Electronic Check Fee	N/A	\$0.50 - \$1.95 based on vendor

1000: Finance Admin	Material/3rd Party Cost
\$128.92	
	\$16.89
	\$16.89
0.33	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$16.89	0%	\$16.89	\$0.00
\$16.89	0%	\$16.89	\$0.00
N/A	N/A	\$4.00	\$0.00
N/A	N/A	\$50.00	\$0.00
N/A	N/A	10%	\$0.00
\$42.97	0%	\$42.97	\$0.00
N/A	N/A	\$25.00	\$0.00
N/A	N/A	\$35.00	\$0.00
N/A	N/A	Actual Cost	N/A
N/A	N/A	Actual Cost	N/A
N/A	N/A	Actual Cost	N/A
N/A	N/A	Actual Cost	N/A
N/A	N/A	Actual Cost	New



Amendment to the Master  
Schedule of Fees, Fines &  
Penalties FY 24-25

# Tables

Changes from prior year are marked in red.

**City of Chino Hills**  
**Community Center - Rental Fees and Charges**  
**Effective February 1, 2025**

I. CLEANING DEPOSIT

Package	Rooms	Fee
Platinum	Banquet Room with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 1,000
Gold	Banquet Room with Patio & Gazebo	\$ 500
Silver	Banquet Room (divided 2/3) with Patio & Gazebo	\$ 500
	Banquet Room (1/3)	\$ 250
	Willow Room with Sitting Room & Patio	\$ 250
	Exercise Room	\$ 100
	Dance Room	\$ 100
	<del>Cypress</del> Conference Room <del>A-</del>	\$ 100
	<del>Sage</del> Conference Room <del>B-</del>	\$ 100
	Group S (any room rental)	\$ 250
	Group B (General meeting room rentals)	\$ 100
	Group B (Parties and Events)	\$ 250
Ceremony	Outdoor Ceremony Sites	\$ 250

II. ALCOHOL USE DEPOSIT \$ 500

III. USER FEES

Weekday Rates  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Rooms (Hourly Group/Facility Use Fees)

Group A	2025	2026	2027	2028	2029
Great Oak Hall with Patio, Catering Kitchen, & Gazebo	N/C	N/C	N/C	N/C	N/C
Great Oak Hall (divided 2/3) with Patio, Catering Kitchen, & Gazebo	N/C	N/C	N/C	N/C	N/C
Great Oak Hall (1/3)	N/C	N/C	N/C	N/C	N/C
Game Room with Sitting Room & Patio	N/C	N/C	N/C	N/C	N/C
Exercise Room	N/C	N/C	N/C	N/C	N/C
Dance Room	N/C	N/C	N/C	N/C	N/C
<del>Cypress</del> Conference Room <del>A-</del>	N/C	N/C	N/C	N/C	N/C
<del>Sage</del> Conference Room <del>B-</del>	N/C	N/C	N/C	N/C	N/C
Group B	2025	2026	2027	2028	2029
Great Oak Hall with Patio, Catering Kitchen, & Gazebo	\$ 90	\$ 94	\$ 98	\$ 102	\$ 108
Great Oak Hall (divided 2/3) with Patio, Catering Kitchen, & Gazebo	\$ 69	\$ 72	\$ 76	\$ 80	\$ 84
Great Oak Hall (1/3)	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Game Room with Sitting Room & Patio	\$ 61	\$ 64	\$ 68	\$ 72	\$ 76
Exercise Room	\$ 30	\$ 32	\$ 34	\$ 36	\$ 38
Dance Room	\$ 30	\$ 32	\$ 34	\$ 36	\$ 38
<del>Cypress</del> Conference Room <del>A-</del>	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
<del>Sage</del> Conference Room <del>B-</del>	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Group C	2025	2026	2027	2028	2029
Great Oak Hall with Patio, Catering Kitchen, & Gazebo	\$ 185	\$ 194	\$ 204	\$ 214	\$ 224
Great Oak Hall (divided 2/3) with Patio, Catering Kitchen, & Gazebo	\$ 135	\$ 142	\$ 150	\$ 158	\$ 166
Great Oak Hall (1/3)	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100
Game Room with Sitting Room & Patio	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Exercise Room	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Dance Room	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
<del>Cypress</del> Conference Room <del>A-</del>	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
<del>Sage</del> Conference Room <del>B-</del>	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42

**City of Chino Hills**  
**Community Center - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekday Rates (Continued)  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Group D	2025	2026	2027	2028	2029
Great Oak Hall with Patio, Catering Kitchen, & Gazebo	\$ 231	\$ 242	\$ 254	\$ 266	\$ 280
Great Oak Hall (divided 2/3) with Patio, Catering Kitchen, & Gazebo	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Great Oak Hall (1/3)	\$ 105	\$ 110	\$ 116	\$ 122	\$ 128
Game Room with Sitting Room & Patio	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100
Exercise Room	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Dance Room	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Cypress Conference Room <del>A</del>	\$ 42	\$ 44	\$ 46	\$ 48	\$ 50
Sage Conference Room <del>B</del>	\$ 42	\$ 44	\$ 46	\$ 48	\$ 50
Group S	2025	2026	2027	2028	2029
Great Oak Hall with Patio, Catering Kitchen, & Gazebo	\$ 90	\$ 94	\$ 98	\$ 102	\$ 108
Great Oak Hall (divided 2/3) with Patio, Catering Kitchen, & Gazebo	\$ 69	\$ 72	\$ 76	\$ 80	\$ 84
Great Oak Hall (1/3)	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Game Room with Sitting Room & Patio	\$ 61	\$ 64	\$ 68	\$ 72	\$ 76
Exercise Room	\$ 30	\$ 32	\$ 34	\$ 36	\$ 38
Dance Room	\$ 30	\$ 32	\$ 34	\$ 36	\$ 38
Cypress Conference Room <del>A</del>	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Sage Conference Room <del>B</del>	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28

Weekend Rates  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Rooms (Packages are for a 6 hour rental)

Group A	2025	2026	2027	2028	2029
Platinum - Great Oak Hall with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Gold - Great Oak Hall with Patio, Gazebo, and Catering Kitchen	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Silver - Great Oak Hall (divided 2/3) with Patio, Gazebo, and Catering Kitchen	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Group B	2025	2026	2027	2028	2029
Platinum - Great Oak Hall with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 2,139	\$ 2,246	\$ 2,358	\$ 2,476	\$ 2,600
Each additional hour	\$ 224	\$ 236	\$ 248	\$ 260	\$ 274
Gold - Great Oak Hall with Patio, Gazebo, and Catering Kitchen	\$ 1,512	\$ 1,588	\$ 1,668	\$ 1,752	\$ 1,840
Each additional hour	\$ 158	\$ 166	\$ 174	\$ 182	\$ 192
Silver - Great Oak Hall (divided 2/3) with Patio, Gazebo, and Catering Kitchen	\$ 1,021	\$ 1,072	\$ 1,126	\$ 1,182	\$ 1,242
Each additional hour	\$ 108	\$ 114	\$ 120	\$ 126	\$ 132

**City of Chino Hills**  
**Community Center - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekend Rates  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Group C	2025	2026	2027	2028	2029
Platinum - Great Oak Hall with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 2,852	\$ 2,994	\$ 3,144	\$ 3,302	\$ 3,468
Each additional hour	\$ 299	\$ 314	\$ 330	\$ 346	\$ 364
Gold - Great Oak Hall with Patio, Gazebo, and Catering Kitchen	\$ 2,016	\$ 2,116	\$ 2,222	\$ 2,334	\$ 2,450
Each additional hour	\$ 210	\$ 220	\$ 232	\$ 244	\$ 256
Silver - Great Oak Hall (divided 2/3) with Patio, Gazebo, and Catering Kitchen	\$ 1,361	\$ 1,430	\$ 1,502	\$ 1,578	\$ 1,656
Each additional hour	\$ 143	\$ 150	\$ 158	\$ 166	\$ 174
Group D	2025	2026	2027	2028	2029
Platinum - Great Oak Hall with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 3,565	\$ 3,744	\$ 3,932	\$ 4,128	\$ 4,334
Each additional hour	\$ 373	\$ 392	\$ 412	\$ 432	\$ 454
Gold - Great Oak Hall with Patio, Gazebo, and Catering Kitchen	\$ 2,520	\$ 2,646	\$ 2,778	\$ 2,916	\$ 3,062
Each additional hour	\$ 263	\$ 276	\$ 290	\$ 304	\$ 320
Silver - Great Oak Hall (divided 2/3) with Patio, Gazebo, and Catering Kitchen	\$ 1,701	\$ 1,786	\$ 1,876	\$ 1,970	\$ 2,068
Each additional hour	\$ 179	\$ 188	\$ 198	\$ 208	\$ 218
Group S	2025	2026	2027	2028	2029
Platinum - Great Oak Hall with Patio, Gazebo, Lobby, Dressing Rooms, Catering Kitchen, AV Equipment, and Dance Floor or Stage	\$ 2,139	\$ 2,246	\$ 2,358	\$ 2,476	\$ 2,600
Each additional hour	\$ 224	\$ 236	\$ 248	\$ 260	\$ 274
Gold - Great Oak Hall with Patio, Gazebo, and Catering Kitchen	\$ 1,512	\$ 1,588	\$ 1,668	\$ 1,752	\$ 1,840
Each additional hour	\$ 158	\$ 166	\$ 174	\$ 182	\$ 192
Silver - Great Oak Hall (divided 2/3) with Patio, Gazebo, and Catering Kitchen	\$ 1,021	\$ 1,072	\$ 1,126	\$ 1,182	\$ 1,242
Each additional hour	\$ 108	\$ 114	\$ 120	\$ 126	\$ 132
<b>Rooms (Weekend use of Willow Room requires a minimum of four (4) hour rental period)</b>					
Willow Room - Group A	2025	2026	2027	2028	2029
Willow Room with Sitting Room and Patio	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Willow Room - Group B	2025	2026	2027	2028	2029
Willow Room with Sitting Room and Patio	\$ 410	\$ 430	\$ 452	\$ 474	\$ 498
Each additional hour	\$ 95	\$ 100	\$ 106	\$ 112	\$ 118
Willow Room - Group C	2025	2026	2027	2028	2029
Willow Room with Sitting Room and Patio	\$ 588	\$ 618	\$ 648	\$ 680	\$ 714
Each additional hour	\$ 137	\$ 144	\$ 152	\$ 160	\$ 168
Willow Room - Group D	2025	2026	2027	2028	2029
Willow Room with Sitting Room and Patio	\$ 735	\$ 772	\$ 810	\$ 850	\$ 892
Each additional hour	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Willow Room - Group S	2025	2026	2027	2028	2029
Willow Room with Sitting Room and Patio	\$ 410	\$ 430	\$ 452	\$ 474	\$ 498
Each additional hour	\$ 95	\$ 100	\$ 106	\$ 112	\$ 118

**City of Chino Hills  
Community Center - Rental Fees and Charges  
Effective February 1, 2025**

Weekend Rates (Continued)  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Rooms (Hourly Group/Facility Use Fees)

Group A	2025	2026	2027	2028	2029
Exercise Room	N/C	N/C	N/C	N/C	N/C
Dance Room	N/C	N/C	N/C	N/C	N/C
Cypress Conference Room <del>A</del>	N/C	N/C	N/C	N/C	N/C
Sage Conference Room <del>B</del>	N/C	N/C	N/C	N/C	N/C
Group B	2025	2026	2027	2028	2029
Exercise Room	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Dance Room	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Cypress Conference Room <del>A</del>	\$ 48	\$ 50	\$ 52	\$ 54	\$ 56
Sage Conference Room <del>B</del>	\$ 48	\$ 50	\$ 52	\$ 54	\$ 56
Group C	2025	2026	2027	2028	2029
Exercise Room	\$ 105	\$ 110	\$ 116	\$ 122	\$ 128
Dance Room	\$ 105	\$ 110	\$ 116	\$ 122	\$ 128
Cypress Conference Room <del>A</del>	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Sage Conference Room <del>B</del>	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Group D	2025	2026	2027	2028	2029
Exercise Room	\$ 132	\$ 138	\$ 144	\$ 152	\$ 160
Dance Room	\$ 132	\$ 138	\$ 144	\$ 152	\$ 160
Cypress Conference Room <del>A</del>	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Sage Conference Room <del>B</del>	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Group S	2025	2026	2027	2028	2029
Exercise Room	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Dance Room	\$ 79	\$ 82	\$ 86	\$ 90	\$ 94
Cypress Conference Room <del>A</del>	\$ 48	\$ 50	\$ 52	\$ 54	\$ 56
Sage Conference Room <del>B</del>	\$ 48	\$ 50	\$ 52	\$ 54	\$ 56

Any Day  
(8:00 a.m. to two (2) hours after sunset)

Outdoor Wedding Ceremony ONLY

(Booking available three (3) months prior to event date, rate for three (3) hour rental, no additional hours can be added)

Group A	2025	2026	2027	2028	2029
Ceremony Any one (1) location	N/A	N/A	N/A	N/A	N/A
Group B	2025	2026	2027	2028	2029
Ceremony Any one (1) location	N/A	N/A	N/A	N/A	N/A
Group C	2025	2026	2027	2028	2029
Ceremony Any one (1) location	\$ 525	\$ 552	\$ 580	\$ 610	\$ 640
Group D	2025	2026	2027	2028	2029
Ceremony Any one (1) location	\$ 709	\$ 744	\$ 782	\$ 822	\$ 864
Group S	2025	2026	2027	2028	2029
Ceremony Any one (1) location	N/A	N/A	N/A	N/A	N/A

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IV. OTHER RENTALS

With Room Rental ONLY (per event)

Group A	2025	2026	2027	2028	2029
Catering Kitchen	N/A	N/A	N/A	N/A	N/A
Small Kitchen	N/A	N/A	N/A	N/A	N/A
Group B	2025	2026	2027	2028	2029
Catering Kitchen	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Small Kitchen	\$ 13	\$ 14	\$ 14	\$ 15	\$ 16
Group C	2025	2026	2027	2028	2029
Catering Kitchen	\$ 105	\$ 110	\$ 116	\$ 122	\$ 128
Small Kitchen	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Group D	2025	2026	2027	2028	2029
Catering Kitchen	\$ 132	\$ 138	\$ 144	\$ 152	\$ 160
Small Kitchen	\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Group S	2025	2026	2027	2028	2029
Catering Kitchen	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Small Kitchen	\$ 13	\$ 14	\$ 14	\$ 15	\$ 16

Additional Equipment (per event)

	Fee
Dance Floor (21' x 21')	\$ 200
Stage (12' x 16')	\$ 200
AV Equipment-Great Oak Hall (includes podium with microphone and built in AV controls, projectors, screens, and wireless microphone):	
Great Oak Hall 1/3	\$ 50
Great Oak Hall 2/3	\$ 100
Great Oak Hall (all)	\$ 150
Coffee Pot:	
25 cups (Includes decaf or regular coffee, cups, sugar, and powder creamer)	\$ 20

If additional City staff is required, Community Services Part-Time hourly blended rate will be charged.

N/C - No charge

Group A - City of Chino Hills sponsored and co-sponsored classes, events, programs, and Governmental Agencies serving Chino Hills residents.

Group B - (1) Chino Hills based non-profit organizations; and (2) Chino Valley Unified School District.

Group C - Chino Hills resident or business.

Group D - Non-Chino Hills resident, non-profit, or business.

Group S - Chino Hills non-profit senior groups.

Group S receives priority reservation from 8:00 a.m. to 3:00 p.m. Monday through Friday, 15 reservations at no charge. Rental of the Great Oak Hall during these hours includes the AV equipment, stage, and dance floor at no charge.

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
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**I. CLEANING DEPOSIT**

<u>Package</u>	<u>Rooms</u>	<u>Fee</u>
Ruby	Residence & Kitchen	\$ 500
Sapphire	Barn & Kitchen	\$ 500
Silver	Residence, Kitchen, & Lawn	\$ 500
Gold	Barn, Kitchen, & Lawn	\$ 500
Platinum	Barn, Barn Kitchen, Residence, Residence Kitchen, & Lawn	\$ 800
Real McCoy	Entire Center including Arenas	\$ 1,000
Ceremony	Outdoor Ceremony Sites	\$ 500
	Arena Packages	\$ 500
Group S (Any room rental)		\$ 250
Group B (General meeting room rentals)		\$ 100
Group B (Parties and Events)		\$ 250

II. ALCOHOL USE DEPOSIT \$ 500

**III. USER FEES**

Site Packages (Cannot be combined with other site packages and cannot add additional facility location hours, unless specifically included in the package).

Weekday use of the McCoy Barn and Residence requires a minimum of two (2) hour rental period.

Weekend use of the McCoy Barn and Residence requires a minimum of six (6) hour rental period.

A.

Weekday Rates  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Packages for a 2 hour rental

Group A	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Sapphire - Barn (includes patio & kitchen)	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Silver - Residence (including kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Gold - Barn (includes patio & kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
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Weekday Rates (Continued)  
 (Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Packages for a 2 hour rental

Group B	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Each additional hour	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Sapphire - Barn (includes patio & kitchen)	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Silver - Residence (including kitchen) and Lawn	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Gold - Barn (includes patio & kitchen) and Lawn	\$ 101	\$ 106	\$ 112	\$ 118	\$ 124
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 135	\$ 142	\$ 150	\$ 158	\$ 166
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Group C	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Each additional hour	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Sapphire - Barn (includes patio & kitchen)	\$ 252	\$ 264	\$ 278	\$ 292	\$ 306
Each additional hour	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Silver - Residence (including kitchen) and Lawn	\$ 252	\$ 264	\$ 278	\$ 292	\$ 306
Each additional hour	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Gold - Barn (includes patio & kitchen) and Lawn	\$ 378	\$ 396	\$ 416	\$ 436	\$ 458
Each additional hour	\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 504	\$ 530	\$ 556	\$ 584	\$ 614
Each additional hour	\$ 252	\$ 264	\$ 278	\$ 292	\$ 306
Group D	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 177	\$ 186	\$ 196	\$ 206	\$ 216
Each additional hour	\$ 89	\$ 94	\$ 98	\$ 102	\$ 108
Sapphire - Barn (includes patio & kitchen)	\$ 353	\$ 370	\$ 388	\$ 408	\$ 428
Each additional hour	\$ 177	\$ 186	\$ 196	\$ 206	\$ 216
Silver - Residence (including kitchen) and Lawn	\$ 353	\$ 370	\$ 388	\$ 408	\$ 428
Each additional hour	\$ 177	\$ 186	\$ 196	\$ 206	\$ 216
Gold - Barn (includes patio & kitchen) and Lawn	\$ 530	\$ 556	\$ 584	\$ 614	\$ 644
Each additional hour	\$ 265	\$ 278	\$ 292	\$ 306	\$ 322
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 706	\$ 742	\$ 780	\$ 820	\$ 862
Each additional hour	\$ 353	\$ 370	\$ 388	\$ 408	\$ 428



**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekday Rates (Continued)  
 (Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Packages for a 2 hour rental

Group S	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Each additional hour	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Sapphire - Barn (includes patio & kitchen)	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Silver - Residence (including kitchen) and Lawn	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Gold - Barn (includes patio & kitchen) and Lawn	\$ 101	\$ 106	\$ 112	\$ 118	\$ 124
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 135	\$ 142	\$ 150	\$ 158	\$ 166
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60

B.

Weekday Rates  
 (Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Packages for a 6 hour rental

Group A	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Sapphire - Barn (includes patio & kitchen)	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Silver - Residence (including kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Gold - Barn (includes patio & kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C

Group B	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 95	\$ 100	\$ 106	\$ 112	\$ 118
Each additional hour	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Sapphire - Barn (includes patio & kitchen)	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Silver - Residence (including kitchen) and Lawn	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Gold - Barn (includes patio & kitchen) and Lawn	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 326	\$ 342	\$ 360	\$ 378	\$ 396
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60

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**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekday Rates (Continued)  
(Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Packages for a 6 hour rental

Group C	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 357	\$ 374	\$ 392	\$ 412	\$ 432
Each additional hour	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Sapphire - Barn (includes patio & kitchen)	\$ 641	\$ 674	\$ 708	\$ 744	\$ 782
Each additional hour	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Silver - Residence (including kitchen) and Lawn	\$ 641	\$ 674	\$ 708	\$ 744	\$ 782
Each additional hour	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Gold - Barn (includes patio & kitchen) and Lawn	\$ 903	\$ 948	\$ 996	\$ 1,046	\$ 1,098
Each additional hour	\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 1,208	\$ 1,268	\$ 1,332	\$ 1,398	\$ 1,468
Each additional hour	\$ 252	\$ 264	\$ 278	\$ 292	\$ 306
Group D	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 504	\$ 530	\$ 556	\$ 584	\$ 614
Each additional hour	\$ 89	\$ 94	\$ 98	\$ 102	\$ 108
Sapphire - Barn (includes patio & kitchen)	\$ 903	\$ 948	\$ 996	\$ 1,046	\$ 1,098
Each additional hour	\$ 177	\$ 186	\$ 196	\$ 206	\$ 216
Silver - Residence (including kitchen) and Lawn	\$ 903	\$ 948	\$ 996	\$ 1,046	\$ 1,098
Each additional hour	\$ 177	\$ 186	\$ 196	\$ 206	\$ 216
Gold - Barn (includes patio & kitchen) and Lawn	\$ 1,271	\$ 1,334	\$ 1,400	\$ 1,470	\$ 1,544
Each additional hour	\$ 265	\$ 278	\$ 292	\$ 306	\$ 322
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 1,691	\$ 1,776	\$ 1,864	\$ 1,958	\$ 2,056
Each additional hour	\$ 353	\$ 370	\$ 388	\$ 408	\$ 428
Group S	2025	2026	2027	2028	2029
Ruby - Residence (includes kitchen)	\$ 95	\$ 100	\$ 106	\$ 112	\$ 118
Each additional hour	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Sapphire - Barn (includes patio & kitchen)	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Silver - Residence (including kitchen) and Lawn	\$ 168	\$ 176	\$ 184	\$ 194	\$ 204
Each additional hour	\$ 34	\$ 36	\$ 38	\$ 40	\$ 42
Gold - Barn (includes patio & kitchen) and Lawn	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 326	\$ 342	\$ 360	\$ 378	\$ 396
Each additional hour	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
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C.

Weekend Rates  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Packages for a 6 hour rental					
Group A	2025	2026	2027	2028	2029
Sapphire - Barn (includes patio & kitchen)	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Silver - Residence (including kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Gold - Barn (includes patio & kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
The Real McCoy - Entire Center including Arenas	N/C	N/C	N/C	N/C	N/C
Each additional hour	N/C	N/C	N/C	N/C	N/C
Group B	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Silver - Residence (including kitchen) and Lawn	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Gold - Barn (includes patio & kitchen) and Lawn	\$ 336	\$ 352	\$ 370	\$ 388	\$ 408
Each additional hour	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 441	\$ 464	\$ 488	\$ 512	\$ 538
Each additional hour	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
The Real McCoy - Entire Center including Arenas	\$ 567	\$ 596	\$ 626	\$ 658	\$ 690
Each additional hour	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100
Group C	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 893	\$ 938	\$ 984	\$ 1,034	\$ 1,086
Each additional hour	\$ 137	\$ 144	\$ 152	\$ 160	\$ 168
Silver - Residence (including kitchen) and Lawn	\$ 893	\$ 938	\$ 984	\$ 1,034	\$ 1,086
Each additional hour	\$ 137	\$ 144	\$ 152	\$ 160	\$ 168
Gold - Barn (includes patio & kitchen) and Lawn	\$ 1,250	\$ 1,312	\$ 1,378	\$ 1,446	\$ 1,518
Each additional hour	\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 1,670	\$ 1,754	\$ 1,842	\$ 1,934	\$ 2,030
Each additional hour	\$ 252	\$ 264	\$ 278	\$ 292	\$ 306
The Real McCoy - Entire Center including Arenas	\$ 2,163	\$ 2,272	\$ 2,386	\$ 2,506	\$ 2,632
Each additional hour	\$ 326	\$ 342	\$ 360	\$ 378	\$ 396

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
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Weekend Rates (Continued)  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Packages for a 6 hour rental					
Group D	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 1,239	\$ 1,300	\$ 1,366	\$ 1,434	\$ 1,506
Each additional hour	\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
Silver - Residence (including kitchen) and Lawn	\$ 1,239	\$ 1,300	\$ 1,366	\$ 1,434	\$ 1,506
Each additional hour	\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
Gold - Barn (includes patio & kitchen) and Lawn	\$ 1,743	\$ 1,830	\$ 1,922	\$ 2,018	\$ 2,118
Each additional hour	\$ 263	\$ 276	\$ 290	\$ 304	\$ 320
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 2,331	\$ 2,448	\$ 2,570	\$ 2,698	\$ 2,832
Each additional hour	\$ 347	\$ 364	\$ 382	\$ 402	\$ 422
The Real McCoy - Entire Center including Arenas	\$ 3,035	\$ 3,186	\$ 3,346	\$ 3,514	\$ 3,690
Each additional hour	\$ 452	\$ 474	\$ 498	\$ 522	\$ 548
Group S	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Silver - Residence (including kitchen) and Lawn	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294
Each additional hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Gold - Barn (includes patio & kitchen) and Lawn	\$ 336	\$ 352	\$ 370	\$ 388	\$ 408
Each additional hour	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Platinum - Barn (includes patio & kitchen), Residence (includes kitchen), and Lawn	\$ 441	\$ 464	\$ 488	\$ 512	\$ 538
Each additional hour	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
The Real McCoy - Entire Center including Arenas	\$ 567	\$ 596	\$ 626	\$ 658	\$ 690
Each additional hour	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100

D. Weekend Rates  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Packages for a 16 hour rental					
Group A	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	N/C	N/C	N/C	N/C	N/C
Silver - Residence (including Kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Gold - Barn (including patio & kitchen) and Lawn	N/C	N/C	N/C	N/C	N/C
Platinum - Barn (including patio & kitchen), Residence (including Kitchen),	N/C	N/C	N/C	N/C	N/C
The Real McCoy - Entire Center including Arenas	N/C	N/C	N/C	N/C	N/C

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Weekend Rates (Continued)  
(Friday - Sunday 8:00 a.m. - 12:00 a.m. midnight)

Packages for a 16 hour rental					
Group B	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 557	\$ 584	\$ 614	\$ 644	\$ 676
Silver - Residence (including Kitchen) and Lawn	\$ 557	\$ 584	\$ 614	\$ 644	\$ 676
Gold - Barn (including patio & kitchen) and Lawn	\$ 777	\$ 816	\$ 856	\$ 898	\$ 942
Platinum - Barn (including patio & kitchen), Residence (including Kitchen),	\$ 1,040	\$ 1,092	\$ 1,146	\$ 1,204	\$ 1,264
The Real McCoy - Entire Center including Arenas	\$ 1,502	\$ 1,578	\$ 1,656	\$ 1,738	\$ 1,824
Group C	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 2,079	\$ 2,182	\$ 2,292	\$ 2,406	\$ 2,526
Silver - Residence (including Kitchen) and Lawn	\$ 2,079	\$ 2,182	\$ 2,292	\$ 2,406	\$ 2,526
Gold - Barn (including patio & kitchen) and Lawn	\$ 2,909	\$ 3,054	\$ 3,206	\$ 3,366	\$ 3,534
Platinum - Barn (including patio & kitchen), Residence (including Kitchen),	\$ 3,885	\$ 4,080	\$ 4,284	\$ 4,498	\$ 4,722
The Real McCoy - Entire Center including Arenas	\$ 4,347	\$ 4,564	\$ 4,792	\$ 5,032	\$ 5,284
Group D	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 2,909	\$ 3,054	\$ 3,206	\$ 3,366	\$ 3,534
Silver - Residence (including Kitchen) and Lawn	\$ 2,909	\$ 3,054	\$ 3,206	\$ 3,366	\$ 3,534
Gold - Barn (including patio & kitchen) and Lawn	\$ 3,969	\$ 4,168	\$ 4,376	\$ 4,594	\$ 4,824
Platinum - Barn (including patio & kitchen), Residence (including Kitchen),	\$ 5,429	\$ 5,700	\$ 5,986	\$ 6,286	\$ 6,600
The Real McCoy - Entire Center including Arenas	\$ 5,891	\$ 6,186	\$ 6,496	\$ 6,820	\$ 7,162
Group S	2025	2026	2027	2028	2029
Sapphire - Barn (including patio & kitchen)	\$ 557	\$ 584	\$ 614	\$ 644	\$ 676
Silver - Residence (including Kitchen) and Lawn	\$ 557	\$ 584	\$ 614	\$ 644	\$ 676
Gold - Barn (including patio & kitchen) and Lawn	\$ 777	\$ 816	\$ 856	\$ 898	\$ 942
Platinum - Barn (including patio & kitchen), Residence (including Kitchen),	\$ 1,040	\$ 1,092	\$ 1,146	\$ 1,204	\$ 1,264
The Real McCoy - Entire Center including Arenas	\$ 1,502	\$ 1,578	\$ 1,656	\$ 1,738	\$ 1,824

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
**Effective February 1, 2025**

E. Outdoor Wedding Ceremonies. Booking available three (3) months prior to event date, rate for three (3) hour rental, no additional hours can be added to this package.

Any Day  
 (8:00 a.m. to two (2) hours after sunset)

Group	2025	2026	2027	2028	2029
<b>Group A</b>					
Any one (1) location	N/C	N/C	N/C	N/C	N/C
<b>Group B</b>					
Any one (1) location	N/C	N/C	N/C	N/C	N/C
<b>Group C</b>					
Any one (1) location	\$ 525	\$ 552	\$ 580	\$ 610	\$ 640
<b>Group D</b>					
Any one (1) location	\$ 709	\$ 744	\$ 782	\$ 822	\$ 864
<b>Group S</b>					
Any one (1) location	N/C	N/C	N/C	N/C	N/C

F. Sunday - Saturday  
 (6:00 a.m. - 10 p.m.)

One (1) Arena - exclusive use (per hour)

Group	2025	2026	2027	2028	2029
<b>Group A</b>					
During Facility Business Hours	N/C	N/C	N/C	N/C	N/C
After Facility Business Hours	N/C	N/C	N/C	N/C	N/C
<b>Group B</b>					
During Facility Business Hours	N/C	N/C	N/C	N/C	N/C
After Facility Business Hours	\$ 25	\$ 26	\$ 28	\$ 30	\$ 32
<b>Group C</b>					
During Facility Business Hours	\$ 25	\$ 26	\$ 28	\$ 30	\$ 32
After Facility Business Hours	\$ 50	\$ 52	\$ 54	\$ 56	\$ 58
<b>Group D</b>					
During Facility Business Hours	\$ 35	\$ 36	\$ 38	\$ 40	\$ 42
After Facility Business Hours	\$ 70	\$ 74	\$ 78	\$ 82	\$ 86
<b>Group S</b>					
During Facility Business Hours	N/C	N/C	N/C	N/C	N/C
After Facility Business Hours	N/C	N/C	N/C	N/C	N/C

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
**Effective February 1, 2025**

Sunday - Saturday (Continued)  
 (6:00 a.m. - 10 p.m.)

Packages for a 10 hour rental

Group A	2025	2026	2027	2028	2029
All American - Includes exclusive use of the main arena, one warm up arena, announcer's booth(s), entire back property open areas, and back property restrooms. Rental includes general trash pickup, and one arena preparation per arena.	N/C	N/C	N/C	N/C	N/C
Each Additional Hour	N/C	N/C	N/C	N/C	N/C
Triple Crown - Includes all of <del>Arena Package #1</del> All American, additional warm up arena, plus additional equipment, and one additional arena preparation during event, per arena.	N/C	N/C	N/C	N/C	N/C
Each Additional Hour	N/C	N/C	N/C	N/C	N/C
Group B	2025	2026	2027	2028	2029
All American - Includes exclusive use of the main arena, one warm up arena, announcer's booth(s), entire back property open areas, and back property restrooms. Rental includes general trash pickup, and one arena preparation per arena.	\$ 315	\$ 330	\$ 346	\$ 364	\$ 382
Each Additional Hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Triple Crown - Includes all of <del>Arena Package #1</del> All American, additional warm up arena, plus additional equipment, and one additional arena preparation during event, per arena.	\$ 525	\$ 552	\$ 580	\$ 610	\$ 640
Each Additional Hour	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Group C	2025	2026	2027	2028	2029
All American - Includes exclusive use of the main arena, one warm up arena, announcer's booth(s), entire back property open areas, and back property restrooms. Rental includes general trash pickup, and one arena preparation per arena.	\$ 420	\$ 442	\$ 464	\$ 488	\$ 512
Each Additional Hour	\$ 42	\$ 44	\$ 46	\$ 48	\$ 50
Triple Crown - Includes all of <del>Arena Package #1</del> All American, additional warm up arena, plus additional equipment, and one additional arena preparation during event, per arena.	\$ 630	\$ 662	\$ 696	\$ 730	\$ 766
Each Additional Hour	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Group D	2025	2026	2027	2028	2029
All American - Includes exclusive use of the main arena, one warm up arena, announcer's booth(s), entire back property open areas, and back property restrooms. Rental includes general trash pickup, and one arena preparation per arena.	\$ 525	\$ 552	\$ 580	\$ 610	\$ 640
Each Additional Hour	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Triple Crown - Includes all of <del>Arena Package #1</del> All American, additional warm up arena, plus additional equipment, and one additional arena preparation during event, per arena.	\$ 735	\$ 772	\$ 810	\$ 850	\$ 892
Each Additional Hour	\$ 74	\$ 78	\$ 82	\$ 86	\$ 90

**City of Chino Hills**  
**McCoy Equestrian Recreation Center and Residence - Rental Fees and Charges**  
**Effective February 1, 2025**

Sunday - Saturday (Continued)  
 (6:00 a.m. - 10 p.m.)

Packages are for a 10 hour rental

Group S	2025	2026	2027	2028	2029
All American - Includes exclusive use of the main arena, one warm up arena, announcer's booth(s), entire back property open areas, and back property restrooms. Rental includes general trash pickup, and one arena preparation per arena.	\$ 315	\$ 330	\$ 346	\$ 364	\$ 382
Each Additional Hour	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
<del>Arena Package #1</del> All American, Triple Crown - Includes all of Arena Package #1 All American, additional warm up arena, plus additional equipment, and one additional arena preparation during event, per arena.	\$ 525	\$ 552	\$ 580	\$ 610	\$ 640
Each Additional Hour	\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
<u>Additional Equipment (per event)</u>					
Jump, trail horses, and staging equipment, which includes barricades, A-frames, and orange cones.	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100

Additional arena work beyond what is specified in each package shall be charged at the Public Works Department blended hourly rate. If additional City staff is required, Community Services Part-Time hourly blended rate will be charged.

N/C - No charge

- Group A - City of Chino Hills sponsored and co-sponsored classes, events, programs, and Governmental Agencies serving Chino Hills residents.
- Group B - (1) Chino Hills based non-profit organizations; and (2) Chino Valley Unified School District.
- Group C - Chino Hills resident or business.
- Group D - Non-Chino Hills resident, non-profit, or business.
- Group S - Chino Hills non-profit senior groups.



**City of Chino Hills**  
**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building, and**  
**Sleepy Hollow Community Building - Rental Fees and Charges**  
**Effective February 1, 2025**

I. CLEANING DEPOSIT \$ 100

II. ALCOHOL USE DEPOSIT City Hall and Library ONLY \$ 500

III. USER FEES

Weekday Rates: Hourly Group/Facility Use Fees  
 (Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Group A		2025	2026	2027	2028	2029
<u>Room(s)</u>	<u>Size</u>					
City Hall Community Room	27' x 27'	N/C	N/C	N/C	N/C	N/C
City Hall Outside Breeze Way		N/C	N/C	N/C	N/C	N/C
City Hall Kitchen		N/C	N/C	N/C	N/C	N/C
Library Community Room	33' x 34'	N/C	N/C	N/C	N/C	N/C
Library Kitchen		N/C	N/C	N/C	N/C	N/C
Library Lobby	33' x 34'	N/C	N/C	N/C	N/C	N/C
Grand Ave. Park Community Room	40' x 25'	N/C	N/C	N/C	N/C	N/C
Mystic Canyon Community Room	40' x 25'	N/C	N/C	N/C	N/C	N/C
Sleepy Hollow Community Building	40' x 25'	N/C	N/C	N/C	N/C	N/C

Group B		2025	2026	2027	2028	2029
<u>Room(s)</u>	<u>Size</u>					
City Hall Community Room	27' x 27'	\$ 13	\$ 14	\$ 14	\$ 15	\$ 16
City Hall Outside Breeze Way		\$ 38	\$ 40	\$ 42	\$ 44	\$ 46
City Hall Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Community Room	33' x 34'	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Library Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Lobby	33' x 34'	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Grand Ave. Park Community Room	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34
Mystic Canyon Community Room	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34
Sleepy Hollow Community Building	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34

Group C		2025	2026	2027	2028	2029
<u>Room(s)</u>	<u>Size</u>					
City Hall Community Room	27' x 27'	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
City Hall Outside Breeze Way		\$ 152	\$ 160	\$ 168	\$ 176	\$ 184
City Hall Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Community Room	33' x 34'	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Library Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Lobby	33' x 34'	\$ 68	\$ 72	\$ 76	\$ 80	\$ 84
Grand Ave. Park Community Room	40' x 25'	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Mystic Canyon Community Room	40' x 25'	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60
Sleepy Hollow Community Building	40' x 25'	\$ 51	\$ 54	\$ 56	\$ 58	\$ 60

**City of Chino Hills**  
**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building, and**  
**Sleepy Hollow Community Building - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekday Rates: Hourly Group/Facility Use Fees (Continued)  
 (Monday - Thursday 8:00 a.m. - 10:00 p.m.)

Group D		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 76	\$ 80	\$ 84	\$ 88	\$ 92
City Hall Outside Breeze Way		\$ 227	\$ 238	\$ 250	\$ 262	\$ 276
City Hall Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Community Room	33' x 34'	\$ 101	\$ 106	\$ 112	\$ 118	\$ 124
Library Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Lobby	33' x 34'	\$ 101	\$ 106	\$ 112	\$ 118	\$ 124
Grand Ave. Park Community Room	40' x 25'	\$ 89	\$ 94	\$ 98	\$ 102	\$ 108
Mystic Canyon Community Room	40' x 25'	\$ 89	\$ 94	\$ 98	\$ 102	\$ 108
Sleepy Hollow Community Building	40' x 25'	\$ 89	\$ 94	\$ 98	\$ 102	\$ 108

Group S		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 13	\$ 14	\$ 14	\$ 15	\$ 16
City Hall Outside Breeze Way		\$ 38	\$ 40	\$ 42	\$ 44	\$ 46
City Hall Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Community Room	33' x 34'	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Library Kitchen		\$ 27	\$ 28	\$ 30	\$ 32	\$ 34
Library Lobby	33' x 34'	\$ 17	\$ 18	\$ 19	\$ 20	\$ 20
Grand Ave. Park Community Room	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34
Mystic Canyon Community Room	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34
Sleepy Hollow Community Building	40' x 25'	\$ 26	\$ 28	\$ 30	\$ 32	\$ 34

Weekend Rates: Hourly Group/Facility Use Fees  
 (Friday - Sunday 8:00 a.m. - 10:00 p.m.)

Group A		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	N/C	N/C	N/C	N/C	N/C
City Hall Lobby Area		N/C	N/C	N/C	N/C	N/C
Outside Breeze Way		N/C	N/C	N/C	N/C	N/C
City Hall Kitchen		N/C	N/C	N/C	N/C	N/C
City Hall Package <sup>1</sup>		N/C	N/C	N/C	N/C	N/C
Library Community Room	33' x 34'	N/C	N/C	N/C	N/C	N/C
Library Kitchen		N/C	N/C	N/C	N/C	N/C
Library Lobby	33' x 34'	N/C	N/C	N/C	N/C	N/C
Grand Ave. Park Community Room	40' x 25'	N/C	N/C	N/C	N/C	N/C
Mystic Canyon Community Room	40' x 25'	N/C	N/C	N/C	N/C	N/C
Sleepy Hollow Community Building	40' x 25'	N/C	N/C	N/C	N/C	N/C

**City of Chino Hills**  
**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building, and**  
**Sleepy Hollow Community Building - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekend Rates: Hourly Group/Facility Use Fees (Continued)  
 (Friday - Sunday 8:00 a.m. - 10:00 p.m.)

Group B		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 16	\$ 17	\$ 18	\$ 18	\$ 19
City Hall Lobby Area		\$ 37	\$ 38	\$ 40	\$ 42	\$ 44
Outside Breeze Way		\$ 48	\$ 50	\$ 52	\$ 54	\$ 56
City Hall Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
City Hall Package <sup>1</sup>		\$ 1,590	\$ 1,670	\$ 1,754	\$ 1,842	\$ 1,934
Library Community Room	33' x 34'	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Library Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Library Lobby	33' x 34'	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Grand Ave. Park Community Room	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Mystic Canyon Community Room	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Sleepy Hollow Community Building	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40

Group C		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
City Hall Lobby Area		\$ 90	\$ 94	\$ 98	\$ 102	\$ 108
Outside Breeze Way		\$ 189	\$ 198	\$ 208	\$ 218	\$ 228
City Hall Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
City Hall Package <sup>1</sup>		\$ 2,825	\$ 2,966	\$ 3,114	\$ 3,270	\$ 3,434
Library Community Room	33' x 34'	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100
Library Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Library Lobby	33' x 34'	\$ 84	\$ 88	\$ 92	\$ 96	\$ 100
Grand Ave. Park Community Room	40' x 25'	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Mystic Canyon Community Room	40' x 25'	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78
Sleepy Hollow Community Building	40' x 25'	\$ 63	\$ 66	\$ 70	\$ 74	\$ 78

Group D		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 95	\$ 100	\$ 106	\$ 112	\$ 118
City Hall Lobby Area		\$ 121	\$ 128	\$ 134	\$ 140	\$ 148
Outside Breeze Way		\$ 284	\$ 298	\$ 312	\$ 328	\$ 344
City Hall Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
City Hall Package <sup>1</sup>		\$ 4,895	\$ 5,140	\$ 5,398	\$ 5,668	\$ 5,952
Library Community Room	33' x 34'	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Library Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Library Lobby	33' x 34'	\$ 126	\$ 132	\$ 138	\$ 144	\$ 152
Grand Ave. Park Community Room	40' x 25'	\$ 111	\$ 116	\$ 122	\$ 128	\$ 134
Mystic Canyon Community Room	40' x 25'	\$ 111	\$ 116	\$ 122	\$ 128	\$ 134
Sleepy Hollow Community Building	40' x 25'	\$ 111	\$ 116	\$ 122	\$ 128	\$ 134

**City of Chino Hills**  
**City Hall, Library, Grand Avenue Park, Mystic Canyon Community Building, and**  
**Sleepy Hollow Community Building - Rental Fees and Charges**  
**Effective February 1, 2025**

Weekend Rates: Hourly Group/Facility Use Fees (Continued)  
 (Friday - Sunday 8:00 a.m. - 10:00 p.m.)

Group S		2025	2026	2027	2028	2029
Room(s)	Size					
City Hall Community Room	27' x 27'	\$ 16	\$ 17	\$ 18	\$ 18	\$ 19
City Hall Lobby Area		\$ 37	\$ 38	\$ 40	\$ 42	\$ 44
Outside Breeze Way		\$ 48	\$ 50	\$ 52	\$ 54	\$ 56
City Hall Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
City Hall Package <sup>1</sup>		\$ 1,590	\$ 1,670	\$ 1,754	\$ 1,842	\$ 1,934
Library Community Room	33' x 34'	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Library Kitchen		\$ 53	\$ 56	\$ 58	\$ 60	\$ 64
Library Lobby	33' x 34'	\$ 21	\$ 22	\$ 24	\$ 26	\$ 28
Grand Ave. Park Community Room	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Mystic Canyon Community Room	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40
Sleepy Hollow Community Building	40' x 25'	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40

<sup>1</sup>Includes City Hall/Library Community Rooms, Kitchens, Lobbies and Breeze Way.

If additional City staff is required, Community Services Part-Time hourly blended rate will be charged.

N/C - No charge

Group A - City of Chino Hills sponsored and co-sponsored classes, events, programs, and Governmental Agencies serving Chino Hills residents.

Group B - (1) Chino Hills based non-profit organizations; and (2) Chino Valley Unified School District.

Group C - Chino Hills resident or business.

Group D - Non-Chino Hills resident, non-profit, or business.

Group S - Chino Hills non-profit senior groups.



LAW OFFICES  
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Kelly Allegra Weil  
kweil@wrslawyers.com

03226-001

December 26, 2024

**VIA E-MAIL**

[ecalciano@hensleylawgroup.com](mailto:ecalciano@hensleylawgroup.com)

Elizabeth M. Calciano  
Assistant City Attorney  
City of Chino Hills  
Hensley Law Group  
3850 La Jolla Village Drive  
La Jolla, California 92037

Re: Oak Tree Downs Property Owners' Association, Inc. ("Association")/  
Trumark Homes ("Trumark")/Paradise Ranch SD – Tract No. 20286

Dear Ms. Calciano:

It has come to my attention that the City has rushed to approve Trumark's rough grading permit.

Obviously, the Association is extremely disappointed, and, frankly, shocked and dismayed. According to the Association, the possible development of Paradise Ranch into a form of planned development has existed since 2019. Yet, the issue of drainage has only been a concern since October, 2024, when, at such time, the City **expressly** represented to the Association by the City that any potential drainage onto the Association's property **required** the consent of the Association. Then, suddenly, the City changed its position and claimed that the City did not require the Association's consent to allow Trumark to disrupt and increase the established drainage onto the Association's property including increasing the level of contaminants draining onto the Association's property. Then, within weeks, the City hastily approved Trumark's rough grading permit without allowing the Association a reasonable amount of time to find, review and secure a qualified hydrology that could analyze Trumark's Hydrology report and provide the City feedback thereon. The Board informs me that it believes City usurped the Association's property rights and land use rights.

6396823.1

11400 West Olympic Boulevard, 9th Floor, Los Angeles, California 90064-1582

Tel 310.478.4100 Fax 310.479.1422

[www.wrslawyers.com](http://www.wrslawyers.com)

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45/271

Elizabeth M. Calciano  
Assistant City Attorney  
City of Chino Hills  
December 26, 2024  
Page 2

Please be advised that:

1. The Association does not consent to, and completely objects to, the City's actions in this matter, in what can only be described as the City's knowing complicity in the violation of the Association's property rights.
2. The Association intends to hold the City and Trumark liable for any damages it sustains to its property by virtue of the City's actions and Trumark's unlawful drainage onto the Association's property.

Nothing contained herein or omitted herefrom is intended, nor shall be construed, to operate as an admission, limitation, or waiver of any of the Association's rights, remedies or defenses, at law and/or in equity, all of which are hereby expressly reserved.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP



KELLY ALLEGRA WEIL

KAW

cc: [dbobadilla@chinohills.org](mailto:dbobadilla@chinohills.org);  
[nliguori@chinohills.org](mailto:nliguori@chinohills.org);  
[chassel@chinohills.org](mailto:chassel@chinohills.org);  
[mhensley@hensleylawgroup.com](mailto:mhensley@hensleylawgroup.com)  
Board of Directors

# MINUTES

CITY COUNCIL  
CITY OF CHINO HILLS

DECEMBER 10, 2024  
REGULAR MEETING

## CONVENE MEETING AND ROLL CALL

Mayor Bennett called the meeting to order at 6:00 p.m. and requested City Clerk Balz to call roll.

PRESENT: COUNCIL MEMBERS: ART BENNETT  
BRIAN JOHSZ  
RAY MARQUEZ  
CYNTHIA MORAN  
PETER J. ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: BEN MONTGOMERY, CITY MANAGER  
MARK HENSLEY, CITY ATTORNEY  
CHERYL BALZ, CITY CLERK  
DANIEL BOBADILLA, PUBLIC WORKS DIRECTOR  
CHRISTA BUHAGIAR, FINANCE DIRECTOR  
BRANDON FONACIER, COMMUNITY RELATIONS ANALYST II  
NICOLE FREEMAN, PUBLIC INFORMATION OFFICER  
WENDI GENSEL, DEPUTY CITY CLERK II  
AL GIRARD, CHIEF OF POLICE, CHINO HILLS POLICE  
DEPARTMENT  
ROD HILL, ASSISTANT CITY MANAGER  
NICHOLAS LIGUORI, COMMUNITY DEVELOPMENT  
DIRECTOR  
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR  
DAVE WILLIAMS, FIRE CHIEF, CHINO VALLEY FIRE DISTRICT

## PLEDGE OF ALLEGIANCE TO THE FLAG [01:30]

Led by Ronnie Guyer.

## INVOCATION [02:05]

Led by Pastor Jack Hibbs, Calvary Chapel Chino Hills.

## GENERAL MUNICIPAL ELECTION - RESOLUTION ADOPTED [02:55]

City Clerk Balz gave a brief overview of the staff report, which is on file in the City Clerk's Office and noted that the canvass of the election indicated that Art Bennett and Cynthia

Moran were elected as members of the Chino Hills City Council for Districts 3 and 5, respectively for terms ending November 2028 by majority vote.

On a motion made by Council Member Marquez and seconded by Vice Mayor Johsz the City Council adopted **Resolution No. 2024R-090** of the City of Chino Hills, *Reciting the Fact of the General Municipal Election held on November 5, 2024, Declaring the Result and Such Other Matters as Provided by Law*, as outlined in the written staff report.

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

**OATH OF OFFICE [03:43]**

Pastor Jack Hibbs administered the Oath of Office to Art Bennett (District 3) and Richard Wallace administered the Oath of Office to Cynthia Moran (District 5), during the meeting, all for terms ending November 30, 2028.

**PRESENTATIONS**

**INTRODUCTION - NEW EMPLOYEE [07:14]**

Mayor Bennett introduced Jenny Tran, Payroll Analyst in the Finance Department and welcomed her to the Chino Hills team.

Ms. Tran thanked the Council for the introduction and warm welcome and stated that she looks forward to working for the City of Chino Hills.

**OUTGOING MAYOR - MORAN [08:28]**

Mayor Bennett spoke of Council Member Moran's accomplishments during her year as Mayor and presented her with a personalized street sign for her dedicated service as Mayor from December 1, 2023, through November 30, 2024.

John Ding, Field Representative for Congresswoman Kim, thanked outgoing Mayor Moran for her dedication to the community during her term, thanked her for being such a pleasure to work with, and presented her with a Certificate of Appreciation. Lastly, Mr. Ding congratulated Mayor Bennett on his term.

Newton Viengkhou, Field Representative for Assemblyman Philip Chen, congratulated outgoing Mayor Moran for her successful term as Mayor and thanked her for her dedicated and exemplary service and presented her with a Certificate of Appreciation.

Council Member Moran expressed her gratitude to the Sheriff's staff who attend the meetings, to the leadership of Police Chief Girard for navigating some difficult



circumstances during meetings, to City staff, City Manager, City Attorney, and Directors for their support, and to members of the community whose support meant a lot. Lastly, she thanked her colleagues for being supportive during a difficult mayoral term.

Following her comments, Mayor Bennett presented outgoing Mayor Moran with a certificate of recognition from 4th District Supervisor Curt Hagman.

### **CHINO VALLEY COMMUNITY CHORUS [16:33]**

City Clerk Balz introduced the Chino Valley Community Chorus who performed Holiday music.

### **RECESS TO HOLIDAY RECEPTION**

City Clerk Balz recessed the meeting at 6:31 p.m. to the Holiday Reception.

### **RECONVENE MEETING**

Mayor Bennett reconvened the meeting at 6:45 p.m.

### **PUBLIC INFORMATION OFFICER REPORT [27:32]**

Public Information Officer (PIO) Freeman announced the following information:

#### **• COMMISSION RECRUITMENT**

- Residents are invited to apply for multiple seats on the City's Parks and Recreation, Planning, and Public Works Commissions
- Commissioners are appointed by Council Members and serve a term that coincides with the council member who appointed them
- Previous commissioners appointed by Mayor Art Bennett and Council Member Cynthia Moran must reapply if interested in continuing their services
- Applications are available online at [www.chinohills.org/CommissionApplication](http://www.chinohills.org/CommissionApplication) and will be accepted in the City Clerk's Office until Thursday, December 19th

#### **• RECREATION EVENTS**

- Chino Hills Boat Parade on Friday, December 13th at 7:00 pm
  - We have 61 entries, 26 of which are boats and both high school bands participating
  - This year's parade will follow a new route beginning at City Center and Shoppes Drive, then head south on Peyton Drive, make a u-turn around at Eucalyptus Avenue before heading back north on Peyton Drive.
  - Many surrounding streets will close at 6:30 pm, check [www.chinohills.org/BoatParade](http://www.chinohills.org/BoatParade) for a map with parking and street closures
- Deadline to enter 2024 Photo Contest is Friday, December 13
  - Enter three different categories for a chance to win prizes up to \$250
  - Learn more and enter online at [www.chinohills.org/PhotoContest](http://www.chinohills.org/PhotoContest)

- **HOLIDAY FACILITY CLOSURES**

- Passport services will be closed through Friday, January 3rd - appointments will resume on Monday, January 6, 2025
- City Hall and City Yard will be closed beginning Tuesday, December 24th and will reopen on Thursday, January 2nd
- All City Recreation facilities will be closed December 25th and January 1st
- No street sweeping citations will be issued beginning Monday, December 23rd and enforcement will resume on Thursday, January 2nd
- If your regular trash collection day falls on or after Christmas or New Year's Day, trash pickup will be delayed by one day
- Holiday tree recycling will be underway from Thursday, December 26th through Friday, January 17th
  - Residents can leave their tree next to their carts at the curb on their regular collection day or chop it up and place it in the organics cart

**PUBLIC COMMENTS [29:24]**

There were no public comments.

**CONFLICT OF INTEREST / LEVINE ACT ANNOUNCEMENTS [29:37]**

There were no conflict-of-interest or Levine Act announcements to record.

**CITY DEPARTMENT BUSINESS**

**CONSENT CALENDAR [29:45]**

Mayor Bennett announced the Consent Calendar items and asked the Council if there were any items to pull.

Council Member Marquez pulled Item No. 16, pertaining to the approval of the Annual Comprehensive Financial Report for Fiscal Year 2023-24, for discussion and separate vote.

A motion was made by Vice Mayor Johsz and seconded by Council Member Rogers to approve the following Consent Calendar Items:

**MINUTES**

The City Council approved the November 26, 2024 City Council Meeting Minutes, as presented.

**MONTHLY FINANCIAL REPORT**

The City Council received and filed the Monthly Financial Report for the month ended October 31, 2024, as presented.

**PAYMENT REGISTER**

The City Council ratified payments over \$25,000 totaling \$7,334,540.52 for the month ended October 31, 2024, as presented.

### **PROHIBITION OF E-BIKES AND MOTORIZED SCOOTERS ON SIDEWALKS - ORDINANCE ADOPTED**

The City Council adopted **Ordinance No. 414** entitled: "*An Ordinance of the City of Chino Hills, Adding Chapter 10.40 (E-Bikes and Motorized Scooters Prohibited on Sidewalks) to the Chino Hills Municipal Code and Finding the Same to be Exempt From the Provisions of the California Environmental Quality Act*" for second reading (introduced November 26, 2024).

### **CLOSURE OF GOVERNMENT GROUNDS DURING OVERNIGHT HOURS - ORDINANCE ADOPTED**

The City Council adopted **Ordinance No. 415** entitled: "*An Ordinance of the City of Chino Hills, Amending Chapter 12.46 (Regulation of Government Center Parking Facilities) to Define Government Center and Adding Chapter 12.48 (Closure of Government Center Grounds During Overnight Hours) to the Chino Hills Municipal Code and Finding the Same to be Exempt From the Provisions of the California Environmental Quality Act*" for second reading (introduced November 26, 2024).

### **AGREEMENT - CROSSING GUARD SERVICES**

The City Council (1) appropriated \$40,589.91 from the General Fund; and (2) authorized the execution of a one-year **Agreement No. A2024-194** with two additional one-year renewal options between the City of Chino Hills, the City of Chino, Chino Valley Unified School District (CVUSD), and All City Management Services, Inc. (ACMS) to provide crossing guard services at CVUSD elementary sites for a total contract amount not-to-exceed \$184,789.91.

### **AGREEMENT - CHINO HILLS COMMUNITY PARK IMPROVEMENTS PROJECT**

The City Council (1) appropriated \$250,000 in the Miscellaneous Grant Fund; and (2) authorized the City Manager to execute a two-year grant **Agreement No. A2024-195** with the County of San Bernardino (County) for the Chino Hills Community Park Improvements Project for funds provided by the County in an amount not-to-exceed \$250,000.

### **AGREEMENT AMENDMENT - CONTRACT BUILDING INSPECTION AND PLAN CHECK SERVICES**

The City Council (1) appropriated \$130,000 from the General Fund; and (2) authorized the execution of Amendment No. 3 to Agreement No. A2024-061 with 4LEAF Inc., increasing the total not-to-exceed amount from \$93,250 to \$223,250 for contract building inspection and plan check services.

### **PLANNING COMMISSION AS HEARING BODY DESIGNATION - RESOLUTION ADOPTED**

The City Council adopted **Resolution No. 2024R-091** of the City of Chino Hills, Designating the Planning Commission as the Hearing Body for Purposes of Chino Hills Municipal Code Chapter 16.82 (Nonconforming Uses and Structures) and Determining the Project is Exempt from Review Under the California Environmental Quality Act (CEQA).

**ANNUAL DEVELOPMENT IMPACT FEE FINANCIAL REPORT - RESOLUTION ADOPTED**

The City Council adopted (1) a schedule attached as Section 4 to the Annual Development Impact Fee Financial Report attached to the written staff report on file in the City Clerk’s office, confirming that the Parkland (Quimby in-lieu) Fee is committed to partially funding the new Community Center and Splash Pads at Pinehurst Park; and (2) **Resolution No. 2024R-092 of the City of Chino Hills, Making Five-Year Findings for Unexpended Development Fees (Soquel Canyon Parkway and Pipeline Avenue Traffic Signal Fee, Existing Infrastructure Fee, Protected Tree Replacement Fees, Fairfield Ranch Road Mitigation Fee Fund and Carbon Canyon Road and Canyon Hills Road Traffic Signal Mitigation Fee Fund) in Accordance With California Government Code Section 66001, Subsection (d), and Reviewing and Accepting the Annual Development Impact Fee Financial Report for Fiscal Year 2023-24 and Finding That the Actions Proposed in This Resolution are not Projects Under the California Environmental Quality Act.**

**GRANT FUNDS - HICKORY CREEK NATURE PARK - RESOLUTION ADOPTED**

The City Council (1) found that the proposed project at Hickory Creek Nature Park to remove 54 dead and declining Eucalyptus trees and replace them with 66 Native Trees is exempt under the California Environmental Quality Act; and (2) adopted **Resolution No. 2024R-093 of the City of Chino Hills, Approving the Application for Grant Funds for the Environmental Enhancement and Mitigation Program (EEM) for Hickory Creek Nature Park Grant Project**, which also appoints the City Manager, or designee, as an agent to conduct all negotiations, execute, and submit all documents necessary for the completion of the project, and certifies that the City will have sufficient funds to complete and maintain the project, and will comply with all laws and with all state planning priorities.

**AGREEMENT AMENDMENT - RAMONA AVENUE WATER MAIN REPLACEMENT PROJECT**

The City Council authorized (1) the execution of Amendment No. 2 to Agreement No. A2023-125 with Onward Engineering for additional engineering design services for the Ramona Avenue Water Main Replacement Project in the amount of \$14,400, increasing the total agreement to a not-to-exceed amount of \$156,504; and (2) the City Manager, at his discretion, to approve the cumulative amendments up to ten percent (\$15,650.40) of the awarded agreement amount to A2023-125 with Onward Engineering.

Motion carried by electronic vote as follows:

AYES:	COUNCIL MEMBERS:	BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

## CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION [30:30]

### ANNUAL COMPREHENSIVE FINANCIAL REPORT

Council Member Marquez pulled this item for discussion to recognize the Finance Department for their diligence in preparing the Annual Comprehensive Financial Report.

Finance Director Buhagiar stated that the financials this year were presented fairly and that the City has implemented all government standards.

Following discussion, a motion was made by Council Member Marquez and seconded by Vice Mayor Johsz to approve the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2024, ratifying budgeted payrolls and demands paid by warrants, in the form of the audited report.

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

### DISCUSSION CALENDAR

#### 2024 CONFLICT OF INTEREST CODE - RESOLUTION ADOPTED [32:02]

City Clerk Balz gave a brief overview of the staff report, which is on file in the City Clerk's office. She noted that changes made since the last revision were due to reclassifications, job title changes, deleted position, and added positions.

Following discussion, a motion was made by Vice Mayor Johsz and seconded by Council Member Rogers the City Council to adopt **Resolution No. 2024R-094** of the *City of Chino Hills, Adopting the 2024 Conflict of Interest Code in Accordance with the Policial Reform Act.*

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

#### CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENT OF ECONOMIC INTERESTS ELECTRONIC FILING SYSTEM - ORDINANCE INTRODUCED [33:18]

City Clerk Balz gave a brief overview of the staff report, which is on file in the City Clerk's Office. She stated that to provide a more efficient process, the City Clerk's Office, as

the local filing officer for Political Reform Act filings, is implementing an electronic/paperless filing system that will accommodate online filing of several different types of Fair Political Practices (FPPC) forms. To maximize the use of the system, an ordinance that will require campaign disclosure statements and statements of economic interests form to be filed utilizing the system, must be adopted.

Mayor Bennett inquired if the new electronic filing system is only for Statement of Economic Interests Form 700 filings. City Clerk Balz responded that the system has multiple uses including Campaign Statement Filings, Form 700's for Staff and Consultants, and also provides Ethics training. Lastly, Mayor Bennett requested additional training on the new system when implemented.

Following discussion, a motion was made by Vice Mayor Johsz and seconded by Council Member Rogers to introduce an Ordinance adding a new chapter to the Chino Hills Municipal Code requiring electronic and paperless filings of Campaign Disclosure Statements and Statement of Economic Interests forms entitled: *"An Ordinance of the City of Chino Hills, Adding Chapter 2.50 (Electronic Filing of Statements Required by the Political Reform Act) to Title 2 (Administration and Personnel) of the Chino Hills Municipal Code, Requiring Electronic and Paperless Filings of the Fair Political Practices Commission Campaign Disclosure Statements and Statement of Economic Interests Forms"* for first reading by title only, and waiving further reading.

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

#### **GUIDELINES FOR ALL PUBLIC MEETINGS [37:21]**

City Manager Montgomery gave a PowerPoint presentation relating to changes to the Administrative Policies and Procedures manual with respect to Guidelines for all public meetings, which is on file in the City Clerk's Office. He stated that due to unprecedented challenges to how we conducted our meetings, we looked for ways to improve the process.

Council Member Rogers asked if the provisions would also apply to Commission meetings. City Manager Montgomery responded affirmatively.

Council Member Moran thanked staff for bringing this item forward. She inquired if the City could add a provision regarding noise. City Attorney Hensley responded that if noise is disruptive, the City can address the situation individually.

Vice Mayor Johsz stated that he appreciates staff's time and effort and added he has a difficult time limiting free speech. He asked if these provisions fall under the constitution and if the City can make these changes. City Attorney Hensley said that free speech is

not limited, the City is just providing provisions to keep the public and staff safe during Council meetings.

Council Member Marquez stated that he is glad to hear that poles and signs will no longer be allowed in the Chambers for the safety of those attending the meeting. He asked if someone is asked to leave the meeting, would they still be able to hear the meeting in the foyer. City Manager Montgomery and Community Relations Analyst II Fonacier confirmed that the meeting plays in the foyer with audio during every meeting.

Following discussion, a motion was made by Council Member Rogers and seconded by Council Member Marquez to approve an update to Administrative Policies and Procedures Manual Section 1.4 - Guidelines for All Public Meetings to include a definition of Subject Matter Jurisdiction, revise the Public Comments section, expand the Speaker Card section, and add a Signs section to the Policy.

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN  
ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

**EXCLUSIVE NEGOTIATING AGREEMENT - AFFORDABLE SENIOR HOUSING DEVELOPMENT [53:30]**

Community Development Director Liguori gave a PowerPoint presentation on the proposed Affordable Senior Housing Development Project, which is on file in the City Clerk's Office. He presented the project timeline and spoke of the challenges experienced with negotiating terms for the Exclusive Negotiating Agreement (ENA) with Related California.

Council Member Marquez inquired about the selection of the finalist in February.

Community Development Director Liguori responded that in December of 2023, City staff conducted interviews of six of the ten proposers for the project and out of the interview process, three proposers scored high enough to present before the City Council in February 2024. Related California was selected at that time and direction was given to negotiate an ENA. Negotiations between staff and Related California were protracted and difficult. Once there was an impasse where they could not come to terms, staff reached out to C&C Development to see if they were amenable to the terms that the City proposed but failed to get to agreement with Related California. Lastly, they concluded that working with C&C Development might be easier long-term.

Council Member Marquez inquired about negotiations with Related California and if an agreement was established. Community Development Director Liguori responded that they did ultimately come to an agreement with Related California.

City Manager Montgomery clarified that Council directed staff to start this ENA that would be the ground rules for the development agreement. There were some hiccups that were not easy to resolve, so following Council's authority to reopen negotiations for the ENA, two options are being presented to see if both companies have the same concerns raised. Lastly, once Council gives direction on who to execute the ENA with, then staff will immediately start with the Development Agreement.

Leann Tacano, Executive Vice President representing Related California, apologized to staff for the ENA process as it wasn't their intent for the process to be prolonged. She indicated she was absent for several months due to being put on immediate medical leave and there was a lack of communication about her absence between City staff and Related California staff. She stated that the ENA is complete and ready to sign if selected.

City Manager Montgomery stated that in the interim, staff met with Related California staff and the concern raised was that the team initially interviewed transitioned to a new team. As City Manager, he had concerns knowing that this is one of the biggest deals and the City would be in a relationship for quite a while. They are now at a point where there is an executable agreement. Based on recommendations from the team who conducted the evaluations which consisted of himself, the City Attorney, Community Development Director, and a consultant with specialized expertise in this area, there was consensus that it was going in a direction where we may want to press pause.

Council Member Marquez asked if there was communication with Related California regarding the issues during the process. Community Development Director Liguori responded affirmatively stating that a standard agreement was created and submitted to Related to kick off the negotiations. Related California did not agree with a lot of the language, so a term sheet memo was created. The City Attorney's office drafted a new ENA based on those terms; however, it was returned with additional changes that the City could not agree to which is where there was an impasse. Related California subsequently met with the City and was able to work through last three terms to the City's satisfaction.

Todd Cottle, representing C&C Development, expressed interest to partner with the City to help the City achieve its goals relative to the population to be served, the design of the community, and long-term operations. He added that they have never sold an affordable community that they built which shows their commitment to the development, to the residents, and to the City. He spoke about the next steps, community outreach, and added that they would be a great partner for the City.

Discussion ensued on Council Members touring C&C Development's affordable housing in Yorba Linda, and how the previous vote may have been for the design of renderings, and now that there is more information, there may be a different perspective.

Following further discussion, a motion was made by Council Member Rogers and seconded by Council Member Moran to authorize the City Manager to negotiate, revise as appropriate and execute the Exclusive Negotiating Agreement between the City of Chino Hills and C&C Development to begin entitlement activities for a 50-unit Affordable



Senior Housing Development on the property located at the southwest corner of Peyton Drive and Eucalyptus Avenue (APN 1032-221-05) substantially in the form attached to the written staff report, subject to approval as to form by the City Attorney.

Motion carried by roll call vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: MARQUEZ

ABSENT: COUNCIL MEMBERS: NONE

### **ITEMS INITIATED BY COUNCIL**

#### **2025 BOARDS/COMMISSIONS/COMMITTEES APPOINTMENTS [01:18:20]**

Council Members discussed the 2025 Boards/Commissions/Committees appointments.

Following discussion, a motion was made by Vice Mayor Johsz and seconded by Council Member Marquez, to appoint Council Members to the following Boards/Commissions/Committees for 2025:

- Big League Dreams Sports Park: JOHSZ / MORAN (Delegates)
- Boat Parade Committee: ROGERS (Delegate)
- California Institution for Men at Chino Citizens Advisory Committee: MORAN (Delegate)
- California Institution for Women's Citizens Advisory Committee: MORAN (Delegate)
- California Joint Powers Insurance Authority: MARQUEZ (Delegate) / MONTGOMERY / HILL / BALZ (Alternates)
- Chino Basin Desalter Authority Board: ROGERS (Delegate) / JOHSZ (Alternate)
- Chino Hills Community Foundation Board: MORAN / ROGERS (Delegates)
- Chino Valley Fire District Board: BENNETT (Delegate) / JOHSZ (Alternate)
- Chino Valley Unified School District Liaison to Board Meetings: BENNETT (Delegate) / MORAN (Alternate)
- Chino Valley Unified School District Measure G Citizens Oversight Committee: BENNETT (Delegate)
- Inland Empire Utilities Agency Policy Committee: ROGERS (Delegate) / JOHSZ (Alternate)
- League of California Cities - Legislative Task Force: JOHSZ / MARQUEZ (Delegates)
- Legislative Advocacy Committee - City Standing Committee: JOHSZ / ROGERS (Delegates)
- Omnitrans, Board of Directors: JOHSZ (Delegate) / BENNETT(Alternate)
- Public Art Committee: MORAN / ROGERS (Delegates)
- Public Safety ad hoc Committee: MORAN / JOHSZ (Delegates)
- San Bernardino County Transportation Authority Board (SBCTA): MARQUEZ (Delegate) / JOHSZ (Alternate)

- San Bernardino Solid Waste Advisory Task Force: JOHSZ (Delegate) / HILL (Alternate)
- Social Media ad hoc Committee: JOHSZ / ROGERS (Delegates)
- Transportation ad hoc Committee: JOHSZ / MARQUEZ (Delegates)
- Tres Hermanos Conservation Authority: MARQUEZ / ROGERS (Delegates)
- Water Facilities Authority Board (WFA): ROGERS (Delegate) / JOHSZ (Alternate)
- West Valley Mosquito and Vector Control Board of Trustees: JOHSZ (Delegate)

Motion carried by electronic vote as follows:

AYES: COUNCIL MEMBERS: BENNETT, JOHSZ, MARQUEZ, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

**PUBLIC COMMENTS [1:24:00]**

The following residents spoke in opposition to not being allowed to decorate the Alterra neighborhood entrance monument on Soquel Canyon Parkway and Slate Drive: Shelly Reel Slonsky, Rich Wojtasiak, Anita Fuentes, and Daniel Vela.

Council Member Marquez inquired if there is a policy in place regarding neighborhoods decorating monument entrances.

Darryl Gaslan, resident, asked the Council to explore opening Pine Avenue to Chino Avenue due to traffic concerns, to readjust the signal timing at Butterfield Ranch Road, and gave his opinion on the lack of Alterra entrance holiday decorations.

City Attorney Hensley stated that if the Council wished to discuss the issue, a special meeting could be held. City Manager Montgomery stated that this started with a code enforcement complaint, and it is unlikely that it could be resolved before Christmas, but it could be brought back at a later date in the new year.

**SAFETY UPDATES [1:43:24]**

**Fire:** Fire Chief Williams stated that the Chino Valley Fire District participates in the annual Spark of Love toy drive through December 24th and said that new unwrapped toys and sports equipment could be dropped off at any Fire Station or the District’s Administration office. He announced the Make-a-Child Smile event occurring on December 11th at the Walmart in Chino. He stated that a Red Flag warning is currently in effect for Chino Valley indicating critical fire weather conditions due to strong winds and low humidity. He said that the Fire District has enhanced staffing and is working with local and state agencies to respond through agreements and Mutual Aid and urges everyone to adhere to safety guidelines and to stay vigilant during these conditions.

Lastly, he wished the City Council and the community a joyful holiday season and a Happy New Year.

Mayor Bennett congratulated the Fire District's Active Adults luncheon and thanked them for their contributions and delicious food.

**Police:** Police Chief Girard stated that the police department is conducting extra enforcement patrols in retail areas and parking lot areas this holiday season. He reminded shoppers to park in well-lit areas, lock and hide packages in vehicles, do not leave banks with large amounts of money, and do not leave purses and valuables unattended. He added to be wary of people invading your personal space and in an emergency dial 911 otherwise contact the non-emergency line at 909-465-6837. Lastly, he wished the Council and community a happy holiday season.

#### **CITY MANAGER UPDATE [1:47:16]**

City Manager Montgomery stated that he had nothing to report, however, he noticed that the speakers from the Alterra neighborhood have left the meeting and stated that he would like to have direct dialogue with someone in the area to have a follow up conversation regarding their monument decorating concerns.

#### **COUNCIL REPORTS [1:47:41]**

##### **Vice Mayor Johsz**

- **OMNITRANS BOARD**  
Vice Mayor Johsz attended the Omnitrans Board meeting and said that the Board honored and presented plaques to the outgoing Board Members.
- **WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD**  
Vice Mayor Johsz attended the West Valley Mosquito and Vector Control District Board meeting which commenced into their holiday party.

##### **Council Member Marquez**

- **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY BOARD**  
Council Member Marquez attended the San Bernardino County Transportation Authority Board meeting and stated that Director Ray Wolfe announced his retirement. He said that at the next meeting the Board will be forming an ad hoc committee to discuss recruitment for the Director position; honored two outgoing Board members, Rebecca Swanson from Hesperia and Deborah Robinson from Rialto; and lastly, discussed Board Members opportunity to serve on committees and said that the Board provided an extension to the Transportation ad hoc Investment Committee.

##### **Council Member Moran**

- **CALIFORNIA INSTITUTION FOR MEN AND WOMEN'S ADVISORY COMMITTEES**  
Council Member Moran attended the California Institution for Men and Women's Advisory Committees and said that the Men's facility total

population is 2,184 with the capacity being 2,977. She said that they will have a graduation ceremony on December 20th for the male inmates who have earned their General Educational Development (GEDs) and associate degrees. She said that they will be launching a program with Cal State Los Angeles along with other prison facilities for educational purposes. She said that the Women's facility's total population is 1,208 and said that they are currently hosting a toy drive as the holidays approach.

### **Council Member Rogers**

- CHINO BASIN DESALTER AUTHORITY BOARD

Council Member Rogers attended the Chino Basin Desalter Authority Board meeting and explained the regions where all the water comes from and stated the Board received a report from the General Manager stating that water production is higher than normal, so in the last several months they have been overproducing based on their contract with each City.

### **COUNCIL COMMENTS [1:51:31]**

**Rogers:** Council Member Rogers stated that the tree lighting ceremony at City Hall was a wonderful event and thanked staff for orchestrating the occasion. He said that the new tree was donated to City by the Shoppes and encouraged the community to attend the upcoming boat parade. He asked staff for an update regarding the former Chino Hills Hotel. Community Development Director Liguori stated that renovations are underway, they are on their sixth contractor, so, progress is being made but at a slow pace. He said that this site is being converted into Townplace Suites by Marriott. Council Member Rogers wished everyone a Merry Christmas and Happy New Year.

**Marquez:** Council Member Marquez stated that he attended several Southern California Association of Governments (SCAG) meetings. First, the SCAG Executive Administration Committee Board discussed the update on the Regional Early Action Plan (REAP) and said that SCAG sets aside \$23 million for housing; second, the SCAG Transportation Committee Board discussed the 2024 Sustainable Community Program, Active Transportation and Safety recommended programs, and said that he would like Yvette Macias from SCAG to provide a report to Council on how the City can receive funding for active transportation plans; and lastly, the Board discussed the economy in counties of Ventura, Orange, San Bernardino, and the Inland Empire, and received an update on the federal election. He attended the Cal Cities Advisory Committee and discussed the different caucuses. He stated that the reason he voted no on the Senior Housing item is because he does not like the location; however, he believes C&C Development will do a good job. He thanked Mayor Bennett for a great Christmas Party and wished everyone happy holidays.

**Johsz:** Vice Mayor Johsz wished everyone a Merry Christmas and Happy Hanukah and said that Supervisor Hagman's holiday party was a well-attended event.

**Bennett:** Mayor Bennett encouraged people to attend the upcoming Make-a-Child Smile Event. He said this year was an interesting year and asked everyone to rest up

and enjoy family and friends and that he looks forward to the year ahead. He thanked those who donated to the Adopt-A-Family event. Lastly, he wished everyone a Merry Christmas, Happy Hannukah, and happy holidays.

**ADJOURN IN MEMORIAM AND IN HOPE [1:59:15]**

Mayor Moran adjourned the meeting at 8:12 p.m. with deep gratitude, respect, and appreciation for the brave individuals who serve and have served in the Armed Forces. Their selfless contributions protect us all. May we as a community continue to support and honor them.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

DRAFT



## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025  
FROM: CITY MANAGER      ITEM NO: 12  
SUBJECT: PAYMENT REGISTER

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**RECOMMENDATION:**

Ratify payments over \$25,000 totaling \$6,571,571.97 for the month of November 2024.

**BACKGROUND/ANALYSIS:**

A listing of payments over \$25,000 is being submitted to the City Council for review and ratification. The payments may include the following types: wire, automatic clearing house (ACH), electronic funds transfer (EFT) and paper check. Wires and ACH payments have a four-digit number, EFT payments have a six-digit number starting with a "1" and paper checks have a six-digit number starting with a "4". During the month of November 2024, payments in excess of \$25,000 have been issued totaling \$6,571,571.97 (see attached).

**ENVIRONMENTAL (CEQA) REVIEW:**

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and, constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b) (4-5)).

**FISCAL IMPACT:**

The cash held by the City's various funds, including the General Fund, is reduced as a result of paying the City's budgeted expenditures.

**LEVINE ACT DETERMINATION:**

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Christa Buhagiar  
Finance Director

Attachments Payments over \$25,000



## Payments Over \$25,000

From 11/1/2024 to 11/30/2024

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
3157	11/7/2024	CALIFORNIA PUBLIC EMPLOYEES'			NOV24 CALPERS INSURANCE PREMIUM		\$150,452.48
					<b>TOTAL</b>		<b>\$150,452.48</b>
3158	11/14/2024	INT'L CITY MGMT ASSOC RETIREMENT CORP 304182(457)			PP 23/24 PAYROLL DEDUCTIONS		\$31,227.76
					<b>TOTAL</b>		<b>\$31,227.76</b>
3160	11/14/2024	EMPLOYMENT DEVELOPMENT DEPT.			PP 23/24 STATE TAX WITHHOLDING		\$30,514.13
					<b>TOTAL</b>		<b>\$30,514.13</b>
3161	11/14/2024	INTERNAL REVENUE SERVICE			PP 23/24 FED TAX WITHHOLDING		\$95,940.05
					<b>TOTAL</b>		<b>\$95,940.05</b>
3167	11/12/2024	SOUTHERN CALIFORNIA EDISON CO.			OCT24 ELECTRIC BILLS		\$65,833.24
					<b>TOTAL</b>		<b>\$65,833.24</b>
3185	11/29/2024	INT'L CITY MGMT ASSOC RETIREMENT CORP 304182(457)			PP 24/24 PAYROLL DEDUCTIONS		\$58,456.93
					<b>TOTAL</b>		<b>\$58,456.93</b>
3187	11/27/2024	EMPLOYMENT DEVELOPMENT DEPT.			PP 24/24 STATE TAX WITHHOLDING		\$59,398.34
					<b>TOTAL</b>		<b>\$59,398.34</b>
3188	11/27/2024	INTERNAL REVENUE SERVICE			PP 24/24 FED TAX WITHHOLDING		\$174,711.12
					<b>TOTAL</b>		<b>\$174,711.12</b>
109188	11/6/2024	ECOTIERRA CONSULTING, INC.	A2022-013		OCT24 EIR FOR THE GENERAL PLAN UPDATE		\$40,964.53
	11/6/2024	ECOTIERRA CONSULTING, INC.	A2022-013		EIR FOR THE GENERAL PLAN UPDATE		\$21,305.50
					<b>TOTAL</b>		<b>\$62,270.03</b>
109200	11/6/2024	INLAND EMPIRE UTILITIES AGENCY			SEP24 EDU OPERATIONS & MAINT		\$639,129.09
	11/6/2024	INLAND EMPIRE UTILITIES AGENCY			AUG24 RECYCLED WATER CHARGE		\$92,907.00
	11/6/2024	INLAND EMPIRE UTILITIES AGENCY			AUG24 BASIN RECHARGE		\$67,173.65
					<b>TOTAL</b>		<b>\$799,209.74</b>
109210	11/6/2024	WEST COAST ARBORISTS, INC.	A2024-051		CITYWIDE TREE MAINTENANCE SERVICE		\$988.80
	11/6/2024	WEST COAST ARBORISTS, INC.	A2024-051		CITYWIDE TREE MAINTENANCE SERVICE		\$32,630.40
	11/6/2024	WEST COAST ARBORISTS, INC.	A2024-051		CITYWIDE TREE MAINTENANCE SERVICE		\$1,483.20
	11/6/2024	WEST COAST ARBORISTS, INC.	A2024-051		CITYWIDE TREE MAINTENANCE SERVICE		\$3,499.70
	11/6/2024	WEST COAST ARBORISTS, INC.	A2024-051		CITYWIDE TREE MAINTENANCE SERVICE		\$1,977.60
					<b>TOTAL</b>		<b>\$40,579.70</b>

## Payments Over \$25,000

### From 11/1/2024 to 11/30/2024

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
109229	11/13/2024	HILLCREST CONTRACTING, INC	A2024-043		SEP24 SIERRA VISTA DR & DEL NORTE AVE	(\$10,878.71)	\$217,574.02
<b>TOTAL</b>							<b>\$206,695.31</b>
109230	11/13/2024	INLAND EMPIRE UTILITIES AGENCY			JUL24 RECYCLED WATER CHARGE		\$32,012.74
	11/13/2024	INLAND EMPIRE UTILITIES AGENCY			AUG24 RECYCLED WATER CHARGE		\$33,183.74
	11/13/2024	INLAND EMPIRE UTILITIES AGENCY			SEP24 RECYCLED WATER CHARGE		\$33,183.74
<b>TOTAL</b>							<b>\$98,380.22</b>
109238	11/13/2024	SBCERA			PP 23/24 PAYROLL DEDUCTIONS		\$253,631.59
<b>TOTAL</b>							<b>\$253,631.59</b>
109246	11/13/2024	VANCE CORPORATION	A2024-078		FY 2023-24 STREET IMPROVEMENTS CONSTRUCTION	(\$1,438.73)	\$28,774.62
<b>TOTAL</b>							<b>\$27,335.89</b>
109248	11/13/2024	WEST COAST ARBORISTS, INC.	A2024-051	25002	ARPA TREE PRUNING PHASE III		\$22,248.00
	11/13/2024	WEST COAST ARBORISTS, INC.	A2024-051	25002	ARPA TREE PRUNING PHASE III		\$16,872.20
<b>TOTAL</b>							<b>\$39,120.20</b>
109253	11/20/2024	BUTIER ENGINEERING, INC.	A2022-160		OCT24 1,2,3-TCP PROJECT		\$62,248.00
<b>TOTAL</b>							<b>\$62,248.00</b>
109260	11/20/2024	EXCEL LANDSCAPE, INC.	A2022-266	25016	OCT24 SOUTH LANDSCAPE MAINTENANCE		\$142,260.87
<b>TOTAL</b>							<b>\$142,260.87</b>
109263	11/20/2024	GENERAL PUMP COMPANY, INC.	A2021-110		ONCALL MAINT. & REPAIRS ON WELL		\$62,913.00
	11/20/2024	GENERAL PUMP COMPANY, INC.	A2021-110		ONCALL MAINT. & REPAIRS ON WELL		\$73,667.00
<b>TOTAL</b>							<b>\$136,580.00</b>
109265	11/20/2024	GUARANTEED JANITORIAL SERVICE, INC.	A2020-106	25031	SEP24 JANITORIAL SERVICES		\$36,628.77
	11/20/2024	GUARANTEED JANITORIAL SERVICE, INC.	A2020-106	25031	OCT24 JANITORIAL SERVICES		\$36,628.77
<b>TOTAL</b>							<b>\$73,257.54</b>
109268	11/20/2024	INLAND EMPIRE UTILITIES AGENCY			SEP24 RECYCLED WATER CHARGE		\$88,126.80
	11/20/2024	INLAND EMPIRE UTILITIES AGENCY			SEP24 BASIN RECHARGE		\$92,201.59
	11/20/2024	INLAND EMPIRE UTILITIES AGENCY			SEP24 METER EQUIVALENT UNIT CH		\$44,853.30
<b>TOTAL</b>							<b>\$225,181.69</b>
109271	11/20/2024	LANDSCAPE PRO SERVICES	A2023-228	25018	OCT24 NATURE PARK LANDSCAPE MAINTENANCE		\$28,400.00
<b>TOTAL</b>							<b>\$28,400.00</b>





## Payments Over \$25,000

From 11/1/2024 to 11/30/2024

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
109274	11/20/2024	MONTE VISTA WATER DISTRICT			OCT24 WATER DELIVERIES		\$584,164.80
	11/20/2024	MONTE VISTA WATER DISTRICT			OCT24 GROUNDWATER DELIVERIES		\$51,500.00
						<b>TOTAL</b>	<b>\$635,664.80</b>
109289	11/20/2024	WATER FACILITIES AUTHORITY			OCT24 WATER DELIVERIES		\$136,275.95
						<b>TOTAL</b>	<b>\$136,275.95</b>
109315	11/27/2024	SBCERA			PP 24/24 PAYROLL DEDUCTIONS		\$365,448.42
						<b>TOTAL</b>	<b>\$365,448.42</b>
109321	11/27/2024	TANKO STREETLIGHTING, INC.	A2024-054		SEP24 CITY PARKS WALKWAY LIGHTING		\$21,677.90
	11/27/2024	TANKO STREETLIGHTING, INC.	A2024-054		OCT24 CITY PARKS WALKWAY LIGHTING		\$57,991.39
	11/27/2024	TANKO STREETLIGHTING, INC.	A2024-089		KNOCKDOWN RESPONSE - CHINO AVE		\$7,310.23
	11/27/2024	TANKO STREETLIGHTING, INC.	A2024-089		OCT24 STREETLIGHT REPAIR AND MAINT		\$2,767.25
	11/27/2024	TANKO STREETLIGHTING, INC.	A2024-089		KNOCKDOWN REPLACEMENT - LOS SERRANOS RD		\$9,490.34
						<b>TOTAL</b>	<b>\$99,237.11</b>
109323	11/27/2024	VOYA INSTITUTIONAL TRUST COMPANY			PP 24/24 PAYROLL DEDUCTIONS		\$31,943.40
						<b>TOTAL</b>	<b>\$31,943.40</b>
427768	11/13/2024	CORTINES, KATHERINE ABREGO	A2022-152		CONTRACT INSTRUCTOR		\$28,168.20
						<b>TOTAL</b>	<b>\$28,168.20</b>
427770	11/13/2024	GEORGE T. HALL	A2024-095		1,2,3-TCP - SCADA SYSTEM UPGRADE	(\$13,699.97)	\$273,999.45
						<b>TOTAL</b>	<b>\$260,299.48</b>
427814	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.	A94-93 A39		OCT24 LAW ENFORCEMENT SERVICES		\$1,539,812.00
	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.			Q4 APR24-JUN24 GEN SVC EXPENSE		\$355,307.81
	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.			Q4 APR24-JUN24 OVERTIME CHARGES		\$25,685.73
	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.			Q4 APR24-JUN24 OT/BOYS REPUBLIC		\$8,664.90
	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.			Q4 APR24-JUN24 OT/CYBR(PP08-PP13)		\$165.04
	11/13/2024	S.B.COUNTY SHERIFF'S DEPT.			Q4 APR24-JUN24 PERSONNEL CREDITS		(\$555,075.60)
						<b>TOTAL</b>	<b>\$1,374,559.88</b>
427815	11/13/2024	SANCON TECHNOLOGIES, INC	A2021-111A		ON-CALL REPAIR SVCS FOR MANHOLE		\$100,000.00
						<b>TOTAL</b>	<b>\$100,000.00</b>
427822	11/13/2024	L.M.T. ENTERPRISES INC	A2024-164		MCCOY TRAILER PARKING AREA EXPANSION	(\$4,247.25)	\$84,945.00
						<b>TOTAL</b>	<b>\$80,697.75</b>



## Payments Over \$25,000

### From 11/1/2024 to 11/30/2024

#	DATE	VENDOR NAME	CONTRACT#	PO#	DESCRIPTION	RETENTION	INVOICE AMT
427846	11/20/2024	MARIPOSA LANDSCAPES, INC	A2022-265		PASEO GRANDE/CALLE BARCELONA REPLANT		\$171.45
	11/20/2024	MARIPOSA LANDSCAPES, INC	A2022-265		CITY HALL REMOVE AND REPLANT		\$4,194.90
	11/20/2024	MARIPOSA LANDSCAPES, INC	A2022-265		INSECTICIDE APPLICATION		\$7,151.20
	11/20/2024	MARIPOSA LANDSCAPES, INC	A2022-265	25039	OCT24 NORTH LANDSCAPE MAINTENANCE		\$157,447.00
<b>TOTAL</b>							<b>\$168,964.55</b>
427937	11/27/2024	MUTUAL OF OMAHA			SEP24 LIFE INSURANCE (LF, ADD,DIS)		\$1,286.95
	11/27/2024	MUTUAL OF OMAHA			OCT24 LIFE INSURANCE (LF, ADD,DIS)		\$13,312.49
	11/27/2024	MUTUAL OF OMAHA			NOV24 LIFE INSURANCE (LF, ADD,DIS)		\$13,207.78
<b>TOTAL</b>							<b>\$27,807.22</b>
427941	11/27/2024	OPPENHEIMER NATIONAL	A2024-148		REPLACE WALKWAY LIGHTPOLES @ VETERANS PK	(\$5,142.25)	\$102,845.00
<b>TOTAL</b>							<b>\$97,702.75</b>
427982	11/27/2024	RINCON CONSULTANTS, INC.	A2024-042		AUG24 SAFETY ELEMENT UPDATE AND GP		\$33,552.85
<b>TOTAL</b>							<b>\$33,552.85</b>
427984	11/27/2024	SHARP ELECTRONICS CORP		25034	SHARP MFP - PURCHASE UNDER NASPO		\$219,352.86
					CONTRACT #188627		
	11/27/2024	SHARP ELECTRONICS CORP	A2024-162		09/18/24-11/01/24 MFP/PRINTER MAINTENANCE		\$2,589.49
<b>TOTAL</b>							<b>\$221,942.35</b>
427989	11/27/2024	VANCE CORPORATION			Contract Withholding: A2024-078		\$47,622.43
<b>TOTAL</b>							<b>\$47,622.43</b>
<b>Total</b>							<b>\$6,571,571.97</b>

Note: The payments above may include the following types: wire, automatic clearing house (ACH), electronic funds transfer (EFT) and paper check. Wires and ACH payments have a four-digit number, EFT payments have a six-digit number starting with a "1" and paper checks have a six-digit number starting with a "4".



## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025  
FROM: CITY MANAGER      ITEM NO: 13  
SUBJECT: MONTHLY FINANCIAL REPORT

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### RECOMMENDATION:

Receive and file the Monthly Financial Report for November 2024.

### BACKGROUND/ANALYSIS:

This report provides an update on the City's financial status as of November 30, 2024. The financial data is reported on a cash basis, meaning we record revenue when we actually receive the money, and we record expenses when we make payments.

Revenues in the General Fund come in at different times throughout the year, with most of the money coming in during the last six months of the fiscal year. On the other hand, we have monthly expenses that need to be paid regardless of when the revenue arrives. This is why it's crucial to keep a reserve to manage cash flow during the slower months.

At the end of the fiscal year, we switch to an accrual basis of accounting. This means we account for revenue that was earned and expenses that were incurred during the year, even if the cash was received or paid in July or August. This aligns with Generally Accepted Accounting Principles (GAAP), which help ensure that financial transactions are matched to the correct period.

Please note that this report does not include certain accounting adjustments required by the Governmental Accounting Standards Board (GASB), such as adjustments to reflect the fair market value of investments. These adjustments, which don't involve actual cash transactions, are mainly for year-end financial statement purposes.

### ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and, constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

**FISCAL IMPACT:**

There is no fiscal impact with this item.

**LEVINE ACT DETERMINATION:**

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:



Benjamin Montgomery  
City Manager



Christa Buhagiar  
Finance Director

Attachments November 2024 Financial Report



Financial Report  
November 2024  
Fiscal Year 2024-2025

**CITY OF CHINO HILLS**  
**SUMMARY OF CHANGES IN THE GENERAL FUND BALANCE - ACTUAL**  
**FOR THE MONTH ENDED NOVEMBER 30, 2024**

Audited Beginning Fund Balance at 7/1/24		\$	53,451,665
Revenues	\$	17,789,558	
Expenditures		<u>(23,223,464)</u>	
Revenues over (under) expenditures			<u>(5,433,906)</u>
Fund Balance at 11/30/24		\$	<u>48,017,759</u>
<b>Less:</b>			
Restricted for PARS & special purposes		\$	<u>(11,697,688)</u>
Unrestricted Fund Balance at 11/30/24		\$	<u>36,320,071</u>
			Unrestricted Fund Balance as a % of Budgeted Expenditures 52.26%

**CITY OF CHINO HILLS**  
**SUMMARY OF CHANGES IN THE GENERAL FUND BALANCE - BUDGET**  
**FOR THE YEAR ENDING JUNE 30, 2025**

Audited Beginning Fund Balance at 7/1/24		\$	53,451,665
Budgeted Revenues	\$	64,937,419	
Budgeted Expenditures		<u>(69,497,888)</u>	
Revenues over (under) expenditures			<u>(4,560,469)</u>
Projected Fund Balance at 6/30/25		\$	<u>48,891,196</u>
<b>Less:</b>			
Restricted for PARS & special purposes		\$	<u>(11,697,688)</u>
Projected Unrestricted Fund Balance at 6/30/25		\$	<u>37,193,508</u>
			Unrestricted Fund Balance as a % of Budgeted Expenditures 53.52%

CITY OF CHINO HILLS  
GENERAL FUND REVENUES  
FOR THE MONTH ENDED NOVEMBER 30, 2024

Revenue Type	FY 2024-25		Actuals	Prior Year	FY 2023-24		Actuals	Actuals
	Adjusted Budget	Year-to-Date Actuals through 11/30/2024	as a % of Adjusted Budget		Prior YTD Actuals through 11/30/2023	as a % of Adjusted Budget	Year-to-Date Variance Increase / (Decrease)	
Property Tax	\$ 19,368,736	\$ 850,806	4%	\$ 19,112,360	\$ 1,221,828	6%	\$ (371,022)	
Sales & Use Tax	10,371,000	2,265,976	22%	10,726,000	2,468,878	23%	(202,902)	
Transient Occupancy Tax	2,434,434	556,700	23%	2,286,000	557,188	24%	(488)	
Franchise Fees	2,758,070	519,010	19%	2,571,280	516,246	20%	2,764	
Intergovernmental	715,433	403,371	56%	661,955	609,989	92%	(206,618) <b>A</b>	
Charges for Services	7,573,807	2,776,243	37%	8,227,812	2,410,367	29%	365,876	
Fines & Forfeitures	520,000	163,020	31%	520,000	145,934	28%	17,086	
Use of Money & Property	2,638,697	2,819,375	107% <b>B</b>	3,112,637	1,109,871	36%	1,709,504	
City Wide Overhead	11,710,911	4,831,327	41%	11,077,947	4,591,494	41%	239,833	
Other Revenues	65,832	37,956	58%	153,048	152,720	100%	(114,764)	
Transfers In	6,780,499	2,565,774	38%	6,569,192	2,500,951	38%	64,823	
<b>Total Revenues</b>	<b>\$ 64,937,419</b>	<b>\$ 17,789,558</b>	<b>27%</b>	<b>\$ 65,018,231</b>	<b>\$ 16,285,466</b>	<b>25%</b>		

**A** - The decrease is due to catch-up payments for state-mandated cost reimbursements, which date back to FY 18/19 and were received in the prior year.

**B** - The PARS (pension) account realized a gain of \$1.7M from investment sales in October.

**CITY OF CHINO HILLS  
GENERAL FUND EXPENDITURES BY DEPARTMENT  
FOR THE MONTH ENDED NOVEMBER 30, 2024**

<b>Department</b>	<b>Adjusted Budget</b>	<b>FY 2024-25 Year-to-Date Actuals through 11/30/2024</b>	<b>Actuals as a % of Adjusted Budget</b>	<b>Prior Year Adjusted Budget</b>	<b>FY 2023-24 Prior YTD Actuals through 11/30/2023</b>	<b>Actuals as a % of Adjusted Budget</b>	<b>Actuals Year-to-Date Variance Increase / (Decrease)</b>
<u>City Clerk's Office</u>							
City Council	\$ 427,643	\$ 128,426	30%	\$ 398,522	\$ 129,242	32%	\$ (816)
City Attorney	500,000	144,247	29%	500,000	139,708	28%	4,539
City Clerk	1,711,315	604,954	35%	1,662,586	590,724	36%	14,230
<u>City Manager's Office</u>							
Administration	2,281,600	790,832	35%	2,566,087	772,930	30%	17,902
Code Enforcement	885,856	301,339	34%	844,375	278,695	33%	22,644
Community Relations	912,200	312,424	34%	920,475	315,701	34%	(3,277)
Emergency Preparedness	126,000	42,161	33%	142,200	42,061	30%	100
Human Resources	707,000	255,073	36%	647,170	248,474	38%	6,599
Public Safety	18,614,697	5,832,330	31%	18,227,170	5,819,563	32%	12,767
Risk Management	2,423,682	2,027,968	84% A	2,198,183	2,059,759	94%	(31,791)
Solid Waste and Recycling	992,225	201,807	20%	916,625	216,388	24%	(14,581)
<u>Community Development</u>							
Administration	1,062,645	374,980	35%	893,904	376,643	42%	(1,663)
Building Services	1,430,687	501,170	35%	1,380,979	485,946	35%	15,224
Development Services	1,922,519	482,940	25%	2,108,461	445,742	21%	37,198
Economic Development	215,350	74,745	35%	188,250	73,843	39%	902
<u>Community Services</u>							
Administration	6,004,946	2,166,546	36%	5,819,245	2,175,736	37%	(9,190)
Recreation	2,425,973	881,766	36%	2,398,866	827,652	35%	54,114
<u>Finance</u>							
Administration	2,861,790	957,795	33%	2,686,068	947,850	35%	9,945
Development Fee Program	340,000	328,900	97% B	335,000	319,321	95%	9,579
<u>Public Works</u>							
Administration	2,659,000	874,278	33%	2,380,100	889,107	37%	(14,829)
Engineering	1,120,270	510,167	46%	1,506,700	578,894	38%	(68,727)
Facilities Maintenance	3,203,168	1,197,317	37%	3,381,565	1,229,409	36%	(32,092)
Other Maintenance	3,584,663	1,292,660	36%	3,914,108	1,055,517	27%	237,143
<b>Total Operating Expenditures</b>	<b>\$ 56,413,229</b>	<b>\$ 20,284,825</b>	<b>36%</b>	<b>\$ 56,016,639</b>	<b>\$ 20,018,905</b>	<b>36%</b>	<b>\$ 265,920</b>
<u>Capital Improvement Projects</u>	\$ 3,123,927	\$ 372,865	12%	\$ 5,580,614	\$ 296,299	5%	\$ 76,566
<u>Transfers Out</u>	9,960,732	2,565,774	26%	10,617,932	4,150,386	39%	(1,584,612) C
<b>Total Expenditures</b>	<b>\$ 69,497,888</b>	<b>\$ 23,223,464</b>	<b>33%</b>	<b>\$ 72,215,185</b>	<b>\$ 24,465,590</b>	<b>34%</b>	<b>\$ (1,242,126)</b>

**A** - Risk Management has utilized 84% of its budget on the City's liability and workers' compensation insurance, which are one-time expenditures that need to be covered at the beginning of each fiscal year.

**B** - The Western Water Works Sales Tax Reimbursement Agreement, which represents 97% of the budget, is paid each year in September.

**C** - For FY 24/25, the General Fund subsidy to the Landscape and Lighting District (L & L) Funds will be recorded at year end instead of monthly.



**CITY OF CHINO HILLS**  
**CHANGES IN FUND BALANCE - ACTUAL**  
**FOR THE MONTH ENDED NOVEMBER 30, 2024**

Fund #	Fund Title	Audited		Actuals through 11/30/24		Change in Fund Balance	Fund Balance 11/30/24
		Fund Balance 7/1/24		Revenues	Expenditures		
1000	General Fund*	\$ 53,404,053	\$	14,625,194	\$ 20,059,100	\$ (5,433,906)	\$ 47,970,147
1300	Community Services	47,612		3,048,312	3,048,312	-	47,612
1500	TDA Pass Thru	-		116,052	116,052	-	-
6102	General Agency	-		-	-	-	-
<b>TOTAL GENERAL FUND</b>		<b>\$ 53,451,665</b>	<b>\$</b>	<b>17,789,558</b>	<b>\$ 23,223,464</b>	<b>\$ (5,433,906)</b>	<b>\$ 48,017,759</b>
2110	Gas Tax	\$ 501,703	\$	810,996	\$ 733,120	\$ 77,876	\$ 579,579
2116	Road Maintenance & Rehabilitation Account	4,258,339		605,164	67,976	537,188	4,795,527
2120	Air Quality Management District	614,823		31,635	171,748	(140,113)	474,710
2130	Measure I	1,319,372		310,846	749,792	(438,946)	880,426
2140	Citizen's Option for Public Safety	218,996		179,368	222,428	(43,060)	175,936
2150	Community Development Block Grant	-		-	107,849	(107,849)	(107,849) A
2160	PEG Access Fee	1,537,129		41,248	6,060	35,188	1,572,317
2210	L & L - Admin	252,861		736,039	584,294	151,745	404,606
2220	Open Space Management	15,314		222,351	254,062	(31,711)	(16,397) B
2230	Parks Maintenance	29,971		301,939	281,080	20,859	50,830
2240	L & L - Los Ranchos Arterial	-		98,476	114,223	(15,747)	(15,747) B
2241	L & L - Woodview Arterial	-		3,156	1,806	1,350	1,350
2242	L & L - Carbon Canyon Arterial	-		7,554	3,166	4,388	4,388
2250	L & L - 1-C Commercial	-		18,754	235,877	(217,123)	(217,123) C
2251	L & L - Rolling Ridge*	-		97,966	439,088	(341,122)	(341,122) C
2252	L & L - 1-H Los Ranchos*	-		338,291	1,883,193	(1,544,902)	(1,544,902) C
2253	L & L - 1-I Los Ranchos	-		2,104	8,923	(6,819)	(6,819) C
2254	L & L - 1-B The Oaks*	-		7,372	95,140	(87,768)	(87,768) C
2255	L & L - 1-K Woodview	196,549		2,125	4,759	(2,634)	193,915
2256	L & L - 1-N Carbon Canyon	1,902		545	2,725	(2,180)	(278) C
2257	L & L - 1-P Carbon Canyon*	-		6,685	31,610	(24,925)	(24,925) C
2258	L & L - 1-T Carbon Canyon	17,544		728	2,414	(1,686)	15,858
2259	L & L - 1-M Rincon*	-		103,618	790,201	(686,583)	(686,583) C
2260	L & L - Los Serranos	93,157		3,045	10,960	(7,915)	85,242
2270	L & L - Vellano	294,093		45,016	132,091	(87,075)	207,018
2280	CFD-Vila Borba*	1,351,618		60,106	77,424	(17,318)	1,334,300
2310	SMA1 - Street Sweeping	-		17,180	74,856	(57,676)	(57,676) C
2320	SMA2 - Sleepy Hollow Road Improvements	106,828		2,746	2,867	(121)	106,707
2330	Protected Tree Replacement	97,924		-	-	-	97,924
2410	Miscellaneous Grants	573,758		8,973,635	156,592	8,817,043	9,390,801
2430	American Rescue Plan Act	-		6,244,145	481,351	5,762,794	5,762,794
2501	Affordable Housing Program	3,080,800		107,669	-	107,669	3,188,469
2502	General City Facilities Fee	1,627,731		67,995	3,733	64,262	1,691,993
2503	Existing Infrastructure Fee	7,532,423		336,087	1,263,862	(927,775)	6,604,648
2504	Quimby In-Lieu	129,922		1,411	-	1,411	131,333
2505	Parks & Recreation Facilities Fee*	1,198		68,240	5,048	63,192	64,390
2506	Sewer Facilities Fee	4,000,658		66,350	5,750	60,600	4,061,258
2507	Storm Drain Facilities Fee	7,312,409		118,113	26,715	91,398	7,403,807
2508	Traffic Facilities Fee	2,811,966		37,636	510	37,126	2,849,092
2509	Traffic Signal Fee	207,738		2,274	-	2,274	210,012
2510	Water Facilities Fee	19,046,329		548,216	24,906	523,310	19,569,639
2511	Traffic Impact Fee	68,473		17,399	1,237	16,162	84,635
2512	Mitigation Fee	935,485		4,402	562	3,840	939,325
2600	Solid Waste	-		(5)	-	(5)	(5)
<b>TOTAL SPECIAL REVENUE FUNDS</b>		<b>\$ 58,237,013</b>	<b>\$</b>	<b>20,648,620</b>	<b>\$ 9,059,998</b>	<b>\$ 11,588,622</b>	<b>\$ 69,825,635</b>

A - Grant expenditures are reimbursed after reimbursement requests are submitted.

B - The negative fund balance resulted from expenditures occurring faster than revenues.

C - Property tax distributions are the primary funding source for these funds, with the two largest installments received in December and April each year. The General Fund will also subsidize these funds at the end of the fiscal year.

\*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

CITY OF CHINO HILLS  
 CHANGES IN FUND BALANCE - ACTUAL  
 FOR THE MONTH ENDED NOVEMBER 30, 2024

Fund #	Fund Title	Audited	Actuals through 11/30/24		Change in	Fund Balance
		Fund Balance 7/1/24	Revenues	Expenditures	Fund Balance	11/30/24
4100	Information Technology	\$ 318,550	\$ 913,002	\$ 880,758	\$ 32,244	\$ 350,794
4200	Equipment Maintenance	6,203,702	941,167	1,070,802	(129,635)	6,074,067
<b>TOTAL INTERNAL SERVICE FUNDS*</b>		<b>\$ 6,522,252</b>	<b>\$ 1,854,169</b>	<b>\$ 1,951,560</b>	<b>\$ (97,391)</b>	<b>\$ 6,424,861</b>
5100	Water Utility	\$ 101,710,755	\$ 17,636,817	\$ 14,676,714	\$ 2,960,103	\$ 104,670,858
5200	Sewer Utility	18,267,220	4,647,663	3,948,968	698,695	18,965,915
<b>TOTAL ENTERPRISE FUNDS*</b>		<b>\$ 119,977,975</b>	<b>\$ 22,284,480</b>	<b>\$ 18,625,682</b>	<b>\$ 3,658,798</b>	<b>\$ 123,636,773</b>
6201	CFD 1 - Rolling Ridge	\$ 126,827	\$ 18,649	\$ 7,362	\$ 11,287	\$ 138,114
6202	CFD 2 - Los Ranchos	1,955,380	62,123	254,394	(192,271)	1,763,109
6204	CFD 4 - The Oaks	1,366,129	21,267	20,009	1,258	1,367,387
6205	CFD 5 - Soquel Cyn, Rincon & Woodview*	7,204,180	513,473	1,670,068	(1,156,595)	6,047,585
6206	CFD 6 - Carbon Canyon	1,345,046	36,031	7,295	28,736	1,373,782
6208	CFD 8 - Butterfield	26,395	8,364	3,692	4,672	31,067
6209	CFD 9 - Rincon Village	8,879,019	143,939	113,527	30,412	8,909,431
6210	CFD 10 - Fairfield Ranch	965,095	82,641	726,974	(644,333)	320,762
6299	CFD Regional	3,543,507	38,786	185,995	(147,209)	3,396,298
<b>TOTAL CUSTODIAL FUNDS</b>		<b>\$ 25,411,578</b>	<b>\$ 925,273</b>	<b>\$ 2,989,316</b>	<b>\$ (2,064,043)</b>	<b>\$ 23,347,535</b>
<b>GRAND TOTAL</b>		<b>\$ 263,600,483</b>	<b>\$ 63,502,100</b>	<b>\$ 55,850,020</b>	<b>\$ 7,652,080</b>	<b>\$ 271,252,563</b>

\*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

**CITY OF CHINO HILLS  
CHANGES IN FUND BALANCE - BUDGET  
FOR THE YEAR END JUNE 30, 2025**

<b>Fund #</b>	<b>Fund Title</b>	<b>Audited Fund Balance 7/1/24</b>	<b>Budgeted Revenues</b>	<b>Budgeted Expenditures</b>	<b>Change in Fund Balance</b>	<b>Projected Fund Balance 6/30/25</b>
1000	General Fund*	\$ 53,404,053	\$ 55,509,812	\$ 59,815,336	\$ (4,305,524)	\$ 49,098,529
1300	Community Services	47,612	8,383,307	8,430,919	(47,612)	-
1500	TDA Pass Thru	-	1,044,300	1,251,633	(207,333)	(207,333) <b>A</b>
6102	General Agency	-	-	-	-	-
<b>TOTAL GENERAL FUND</b>		<b>\$ 53,451,665</b>	<b>\$ 64,937,419</b>	<b>\$ 69,497,888</b>	<b>\$ (4,560,469)</b>	<b>\$ 48,891,196</b>
2110	Gas Tax	\$ 501,703	\$ 2,156,910	\$ 2,220,248	\$ (63,338)	\$ 438,365
2116	Road Maintenance & Rehabilitation Account	4,258,339	2,008,283	5,159,322	(3,151,039)	1,107,300
2120	Air Quality Management District	614,823	103,000	702,985	(599,985)	14,838
2130	Measure I	1,319,372	2,013,011	2,949,139	(936,128)	383,244
2140	Citizen's Option for Public Safety	218,996	200,000	416,251	(216,251)	2,745
2150	Community Development Block Grant	-	834,591	834,591	-	-
2160	PEG Access Fee	1,537,129	100,000	374,640	(274,640)	1,262,489
2210	L & L - Admin	252,861	1,755,200	2,008,061	(252,861)	-
2220	Open Space Management	15,314	536,300	551,614	(15,314)	-
2230	Parks Maintenance	29,971	722,249	752,220	(29,971)	-
2240	L & L - Los Ranchos Arterial	-	235,528	235,528	-	-
2241	L & L - Woodview Arterial	-	7,539	7,539	-	-
2242	L & L - Carbon Canyon Arterial	-	18,060	18,060	-	-
2250	L & L - 1-C Commercial	-	566,504	566,504	-	-
2251	L & L - Rolling Ridge*	-	1,025,034	1,025,034	-	-
2252	L & L - 1-H Los Ranchos*	-	4,456,827	4,456,827	-	-
2253	L & L - 1-I Los Ranchos	-	21,419	21,419	-	-
2254	L & L - 1-B The Oaks*	-	212,362	212,362	-	-
2255	L & L - 1-K Woodview	196,549	21,664	11,424	10,240	206,789
2256	L & L - 1-N Carbon Canyon	1,902	8,355	9,062	(707)	1,195
2257	L & L - 1-P Carbon Canyon*	-	81,239	81,239	-	-
2258	L & L - 1-T Carbon Canyon	17,544	3,215	5,796	(2,581)	14,963
2259	L & L - 1-M Rincon*	-	1,952,491	1,952,491	-	-
2260	L & L - Los Serranos	93,157	60,417	22,679	37,738	130,895
2270	L & L - Vellano	294,093	311,069	573,637	(262,568)	31,525
2280	CFD-Vila Borba*	1,351,618	300,443	311,412	(10,969)	1,340,649
2310	SMA1 - Street Sweeping	-	291,901	291,901	-	-
2320	SMA2 - Sleepy Hollow Road Improvements	106,828	9,852	100,777	(90,925)	15,903
2330	Protected Tree Replacement	97,924	-	97,924	(97,924)	-
2410	Miscellaneous Grants	573,758	11,081,989	11,655,791	(573,802)	(44) <b>A</b>
2430	American Rescue Plan Act	-	6,244,144	6,244,144	-	-
2501	Affordable Housing Program	3,080,800	420,620	24,200	396,420	3,477,220
2502	General City Facilities Fee	1,627,731	249,400	3,121,527	(2,872,127)	(1,244,396) <b>B</b>
2503	Existing Infrastructure Fee	7,532,423	1,328,300	5,658,243	(4,329,943)	3,202,480
2504	Quimby In-Lieu	129,922	97,100	137,223	(40,123)	89,799
2505	Parks & Recreation Facilities Fee*	1,198	337,200	25,300	311,900	313,098
2506	Sewer Facilities Fee	4,000,658	69,100	1,645,759	(1,576,659)	2,423,999
2507	Storm Drain Facilities Fee	7,312,409	211,800	2,069,808	(1,858,008)	5,454,401
2508	Traffic Facilities Fee	2,811,966	34,100	2,600	31,500	2,843,466
2509	Traffic Signal Fee	207,738	-	-	-	207,738
2510	Water Facilities Fee	19,046,329	966,600	2,471,900	(1,505,300)	17,541,029
2511	Traffic Impact Fee	68,473	128,000	9,600	118,400	186,873
2512	Mitigation Fee	935,485	-	47,243	(47,243)	888,242
2600	Solid Waste	-	-	-	-	-
<b>TOTAL SPECIAL REVENUE FUNDS</b>		<b>\$ 58,237,013</b>	<b>\$ 41,181,816</b>	<b>\$ 59,084,024</b>	<b>\$ (17,902,208)</b>	<b>\$ 40,334,805</b>

**A** - The projected negative fund balance is due to the encumbrance rollover for FY 24/25. Revenues will be adjusted to reflect these rollovers.

**B** - The projected negative beginning fund balance is due to the remaining \$3 million committed to the new fire station.

\*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

CITY OF CHINO HILLS  
 CHANGES IN FUND BALANCE - BUDGET  
 FOR THE YEAR END JUNE 30, 2025

Fund #	Fund Title	Audited Fund Balance 7/1/24	Budgeted Revenues	Budgeted Expenditures	Change in Fund Balance	Projected Fund Balance 6/30/25
4100	Information Technology	\$ 318,550	\$ 2,085,100	\$ 2,428,060	\$ (342,960)	\$ (24,410) A
4200	Equipment Maintenance	6,203,702	2,095,600	2,851,015	(755,415)	5,448,287
<b>TOTAL INTERNAL SERVICE FUNDS*</b>		<b>\$ 6,522,252</b>	<b>\$ 4,180,700</b>	<b>\$ 5,279,075</b>	<b>\$ (1,098,375)</b>	<b>\$ 5,423,877</b>
5100	Water Utility	\$ 101,710,755	\$ 41,776,600	\$ 61,471,714	\$ (19,695,114)	\$ 82,015,641
5200	Sewer Utility	18,267,220	12,221,070	16,603,983	(4,382,913)	13,884,307
<b>TOTAL ENTERPRISE FUNDS*</b>		<b>\$ 119,977,975</b>	<b>\$ 53,997,670</b>	<b>\$ 78,075,697</b>	<b>\$ (24,078,027)</b>	<b>\$ 95,899,948</b>
6201	CFD 1 - Rolling Ridge	\$ 126,827	\$ 305,922	\$ 293,703	\$ 12,219	\$ 139,046
6202	CFD 2 - Los Ranchos	1,955,380	444,417	454,685	(10,268)	1,945,112
6204	CFD 4 - The Oaks	1,366,129	69,566	48,799	20,767	1,386,896
6205	CFD 5 - Soquel Cyn, Rincon & Woodview*	7,204,180	2,907,123	4,474,909	(1,567,786)	5,636,394
6206	CFD 6 - Carbon Canyon	1,345,046	141,834	18,199	123,635	1,468,681
6208	CFD 8 - Butterfield	26,395	100,220	104,858	(4,638)	21,757
6209	CFD 9 - Rincon Village	8,879,019	822,637	7,139,150	(6,316,513)	2,562,506
6210	CFD 10 - Fairfield Ranch	965,095	816,049	841,136	(25,087)	940,008
6299	CFD Regional	3,543,507	804,480	2,958,008	(2,153,528)	1,389,979
<b>TOTAL CUSTODIAL FUNDS</b>		<b>\$ 25,411,578</b>	<b>\$ 6,412,248</b>	<b>\$ 16,333,447</b>	<b>\$ (9,921,199)</b>	<b>\$ 15,490,379</b>
<b>GRAND TOTAL</b>		<b>\$ 263,600,483</b>	<b>\$ 170,709,853</b>	<b>\$ 228,270,131</b>	<b>\$ (57,560,278)</b>	<b>\$ 206,040,205</b>

A - The projected negative fund balance is due to the encumbrance rollover for FY 24/25. Revenues will be adjusted to reflect these rollovers.

\*Fixed assets, advances, and investment in joint venture have been removed to reflect working capital.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF CHINO HILLS, ADDING CHAPTER 2.50 (ELECTRONIC FILING OF STATEMENTS REQUIRED BY THE POLITICAL REFORM ACT) TO TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CHINO HILLS MUNICIPAL CODE, REQUIRING ELECTRONIC AND PAPERLESS FILINGS OF THE FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENT OF ECONOMIC INTERESTS FORMS

WHEREAS, Government Code Section 84615 provides that a local government agency may require an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Title 9, Chapter 4 (commencing with section 84100) of the Political Reform Act ("Campaign Disclosure Statements"), except those whose contributions or expenditures total less than the amounts set forth in Government Code Section 84615, to file Campaign Disclosure Statements online or electronically with a local filing officer; and

WHEREAS, Government Code Section 84615 provides that when a local government agency requires online or electronic filing for Campaign Disclosure Statements, the legislative body for the local government agency shall adopt an ordinance approving the use of online or electronic filing, which shall include a legislative finding that the online or electronic filing system will operate securely and effectively and would not unduly burden filers; and

WHEREAS, the City Council of the City of Chino Hills desires to amend the Chino Hills Municipal Code to add a new chapter requiring electronic online filing of Statements of Economic Interest required to be filed by public officials and employees holding certain designated positions set forth in Government Code Section 84616, to more easily comply with reporting requirements and other applicable laws; and

WHEREAS, the City of Chino Hills ("City") entered into an agreement with NetFile, Inc., a vendor approved by the California Secretary of State, to provide an online electronic filing system for documents required to be filed by the Political Reform Act; and

WHEREAS, adoption of this Ordinance is not subject to review under the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

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

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

SECTION 2. Additional Findings. The City Council of the City of Chino Hills finds that the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings. These findings are based upon the vendor's approval by the California Secretary of State to provide these services and the representations of the vendor that the System meets the requirements of Government Code Section 84615.

SECTION 3. Chapter 2.50 (Electronic Filing Statements Required by the Political Reform Act) of Title 2 (Administration and Personnel) of the Chino Hills Municipal Code is hereby added in its entirety as follows:

**"CHAPTER 2.50 - ELECTRONIC FILING OF STATEMENTS REQUIRED BY THE POLITICAL REFORM ACT**

**Sections:**

- 2.50.010 - System Adopted
- 2.50.020 - Definitions
- 2.50.030 - Electronic Filing System
- 2.50.040 - Required Use of Electronic Filing System
- 2.50.050 - Paper Filing Not Required After Electronic Filing
- 2.50.060 - Filing Options When a Copy Must be Filed with City Clerk

**2.50.010 - System Adopted**

The purpose of this chapter is to require the electronic online filing of Campaign Disclosure Statements and Statements of Economic Interest (defined below). The City Council implements this chapter in accordance with the authority granted to cities by state law, and this chapter is intended to supplement, and not conflict with, the Political Reform Act (commencing at Government Code Section 81000 *et seq.*). This chapter is also intended to increase efficiency and make it easier for the City to comply with reporting guidelines set forth in Government Code Section 84616 and other applicable laws.

**2.50.020 - Definitions**

As used in this chapter:

- A. "Candidate" shall mean a candidate, as the phrase is defined in Section 82007 of the Government Code, as may be amended from time to time, for any City elective office for any general, special or recall election.

- B. "Campaign Disclosure Statements" are all statements, reports or other documents required to be filed by Title 9, Chapter 4 (commencing with section 84100) of the Political Reform Act.
- C. "Committee" has the meaning set forth in Section 82013 of the Government Code, as may be amended from time to time.
- D. "Contributions" has the meaning set forth in Section 82015 of the Government Code, as may be amended from time to time.
- E. "Electronic Filing System" shall mean the electronic online filing and data storage system provided for by the City Clerk for statements, reports, forms, or other documents filed pursuant to the Political Reform Act (Government Code Section 81000 *et seq.*), as may be amended from time to time.
- F. "Person" has the meaning set forth in Section 82047 of the Government Code, as may be amended from time to time.
- G. "Statement of Economic Interest" is the statement disclosing reportable investments, interests in real property, and income, as set forth in Government Code Sections 87206 through 87207, required to be filed by Government Code Sections 87200 and the City's local conflict of interest code adopted pursuant to Government Code Section 87300.

**2.50.030 - Electronic Filing System**

The City Clerk shall implement and maintain the Electronic Filing System in compliance with the applicable requirements of California Government Code Section 84615, as may be amended from time to time.

**2.50.040 - Required Use of Electronic Filing System**

- A. Any elected officer, candidate, committee, or other person required to file Campaign Disclosure Statements with the City Clerk, that has received contributions or made expenditures of \$2,000 or more in a calendar year, shall electronically file said documents using the City's Electronic Filing System according to procedures established by the City Clerk.
- B. Any person holding a position designated in the City's local conflict of interest code adopted pursuant to Government Code Section 87300 to file a Statement of Economic Interest with the City Clerk, shall file such statement using the City's Electronic Filing System according to the procedures established by the City Clerk.
- C. Notwithstanding the above, if the City Clerk determines that the Electronic Filing System is not capable of accepting a particular Campaign Disclosure Statement or a Statement of Economic Interest due to technical difficulties, an

elected officer, candidate, committee, or other person shall timely file that document in paper format with the City Clerk. Within thirty days of being notified by the City Clerk that the technical difficulties have been resolved, the filer shall also file that document using the City's electronic filing system.

- D. Notwithstanding the above, the City Clerk shall accept a paper filing of a Campaign Disclosure Statement or a Statement of Economic Interest in lieu of an electronic filing, if necessary to reasonably accommodate a person making a request under the federal Americans with Disabilities Act.

#### **2.50.050 - Paper Filing Not Required After Electronic Filing**

Any elected officer, candidate, committee, or other person who has electronically filed a Campaign Disclosure Statement or Statement of Economic Interest using the City's Electronic Filing System is not also required to file a copy of that document(s) in a paper format with the City Clerk.

#### **2.50.060 - Filing Options When a Copy Must be Filed with City Clerk**

In any instance in which an original statement, report, form, or other document must be filed with the Secretary of State or other agency, and a copy of that document is required to be filed with the City Clerk, the filer may electronically file a copy with the City Clerk or may file in a paper format."

SECTION 4. Inconsistencies. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the San Bernardino County Code as the same were adopted by reference by City Ordinance Nos. 91-01 and 92-02. Any provision of the Chino Hills Municipal Code (CHMC) or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Interpretation. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6. Effect of Repeal. Repeal of any provision of the CHMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 7. Effect of Invalidation. If this Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the CHMC or other City Ordinance by this Ordinance will be rendered void and cause such previous CHMC provision or other City Ordinance to remain in full force and effect for all purposes.



SECTION 8. Preservation. Repeal or amendment of any previous Code Sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 10. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Chino Hills' book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

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ART BENNETT, MAYOR

ATTEST:

---

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

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MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that Ordinance No. \_\_\_ was duly introduced at a regular meeting held December 10, 2024; and adopted at a regular meeting of the City Council held on January 14, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

I, CHERYL BALZ, City Clerk of the City of Chino Hills further certify that summaries of the Ordinance were published on January 4, 2025, and \_\_\_\_\_, 2025 in the Chino Valley Champion newspaper.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, on the day and year last written below.

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

\_\_\_\_\_  
(DATE)



## COUNCIL AGENDA STAFF REPORT

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**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS      **DATE:** JANUARY 14, 2025

**FROM:** CITY MANAGER      **ITEM NO:** 15

**SUBJECT:** TRANSFER AGREEMENT AMENDMENT NO. 1 TO AGREEMENT A2021-187 WITH POMONA VALLEY HABITAT FOR HUMANITY, INC. AND RESOLUTION AMENDING EXEMPT SURPLUS LAND DETERMINATION

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### RECOMMENDATION:

1. Authorize execution of Amendment No. 1 to Agreement No. A2021-187 with Pomona Valley Habitat for Humanity, Inc. to implement the change in the affordability restriction from very low-income to lower-income for properties located at 4528 and 4628 Fairway Boulevard.
2. Approve and authorize execution of the First Amendment to Declarations of Covenants and Restrictions on Resale for both parcels.
3. Approve and authorize execution of the First Amendment to Deed Covenant for both parcels.
4. Adopt a resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, DETERMINING TWO CITY-OWNED PARCELS LOCATED AT 4528 AND 4628 FAIRWAY BOULEVARD TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND DETERMINING THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

### BACKGROUND/ANALYSIS:

On May 11, 2021, the City Council declared the parcels located at 4528 and 4628 Fairway Boulevard as exempt surplus land pursuant to Government Code Section 54221 (f)(1)(A). This Government Code Section allows local agencies to declare certain properties exempt from the Surplus Land Act disposition process if the land is transferred for the development of affordable housing as described in Government Code Section 37364.

On September 14, 2021, the City Council authorized the execution of a Transfer Agreement between the City of Chino Hills and Pomona Valley Habitat for Humanity, Inc. (Habitat), a California non-profit corporation. The agreement requires Habitat to provide a preference to Chino Hills disabled veterans and their families that have lived within the City for at least one year. If it is not reasonably possible to find qualifying disabled veterans, then the qualified purchaser could include persons that are not disabled veterans. Additionally, each of the properties will be subject to a recorded affordable housing agreement which provides that, for a period of not less than 45 years after the date of the initial purchase of each home, the home may be sold only to persons or households of very low- income (not exceeding 50% of the San Bernardino County area median income, adjusted for household size). The restriction on sale to disabled veterans does not apply to subsequent transfers of the homes; rather, it only applies to the original sale of the

completed home by Habitat.

Habitat has been unable to secure qualified buyers for the properties, due to circumstances outside of Habitat's control. Two potential veteran owners were selected. One moved out of state due to personal reasons. The second buyer no longer qualified as very-low income. Changes at the Federal level to the veteran's benefit program have increased incomes and as a result all prospective veteran households earn more than 50% of San Bernardino County Area Median Income.

Because both Habitat and the City desired to maintain our commitment to housing veterans within the City through Habitat's "Veterans Build" program, staff reached out to the California Department of Housing and Community Development (HCD) for technical assistance and guidance to amend the "Exempt Surplus Land" determination to low-income and remove the very low-income exemption. Government Code Section 37364 (c) requires that a minimum of 50% of the area of the parcel be developed as very low-income. However, last year, Government Code Section 54221(f)(1) was modified to include an exemption for properties that were less than one-half acre in area and not contiguous to land owned by a state or local agency that is used for open-space or low-and moderate-income housing purposes. In recognition of the recent changes, HCD recommended to staff that the City Council adopt a new resolution declaring the properties exempt under Section 54221 (f)(1)(B) (small lot). Language in the Transfer Agreement has been amended to reflect changes to the qualified buyers' requirements as noted in the proposed exempt surplus land resolution. These changes will allow Habitat to find qualified veterans to purchase the properties, consistent with the City's goals.

**ENVIRONMENTAL (CEQA) REVIEW:**

Pursuant to Government Code Section 54221(f)(1)(B), "exempt surplus land" means and includes surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. The City Council finds and determines that the subject parcels are, both individually and cumulatively, less than one-half acre in area. The City Council further finds that neither parcel is contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. Consequently, each parcel qualifies as "exempt surplus land" for purposes of the Surplus Land Act.

**FISCAL IMPACT:**

There is no fiscal impact with this item.

**REVIEWED BY OTHERS:**

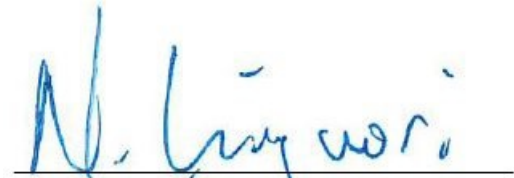
This item has been reviewed by the City Attorney and City Clerk.

LEVINE ACT DETERMINATION:  
This item is subject to the Levine Act

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Nicholas Liguori  
Community Development Director

Attachments Amendment No. 1 to A2021-187  
1st Amendment to Declarations of Covenants and Restrictions  
1st Amendment to Deed Covenant  
Resolution  
Exhibit A - Resolution

FIRST AMENDMENT TO AGREEMENT NO. A2021-187

TRANSFER AGREEMENT

By and Between the

CITY OF CHINO HILLS

and

POMONA VALLEY HABITAT FOR HUMANITY, INC.

## FIRST AMENDMENT TO TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO TRANSFER AGREEMENT (this "Amendment") is entered into as of \_\_\_\_\_, 20\_\_ by and between the CITY OF CHINO HILLS (the "City") and POMONA VALLEY HABITAT FOR HUMANITY, INC. a California nonprofit corporation (the "Developer"), each hereinafter referred to as a "Party," and collectively referred to as the "Parties."

### RECITALS

A. On September 14, 2021, the Parties entered into a Transfer Agreement (the "Agreement"), pursuant to which the City conveyed the real property located at 4528 Fairway Boulevard and 4628 Fairway Boulevard (the "Sites") to Developer in order to construct one single-family detached house with garage on each site ("the Houses") as self-help, "sweat equity" projects, and, in turn, sell the Houses to Disabled Veterans (as defined) at an affordable housing cost.

B. Pursuant to the Agreement, "affordable housing cost" was defined as a purchase price that would result in a Monthly Housing Cost (as defined) that does not exceed the product of thirty percent (30%) times fifty percent (50%) of the San Bernardino County area median income adjusted for family size appropriate for the Site (i.e., a very low-income household).

C. Due to the federal government's recent actions to increase veteran's benefits, Developer has been unable to identify any Disabled Veteran family in southern California that meets the qualifications for very low-income households. Consequently, the Parties wish to amend the Agreement to re-define "affordable housing cost" as a purchase price that would result in a Monthly Housing Cost that does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino area median income adjusted for family size appropriate for each Site (i.e., a lower-income household).

D. The intent of the Agreement was to require the affordability restrictions to remain in place into perpetuity. However, due to a drafting error, some references to a 45-year affordability period remain in the Agreement. The Parties wish to correct those references to clarify that the affordability requirement is to remain in place in perpetuity.

**NOW, THEREFORE**, the City and the Developer hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as though fully set forth.

2. Recital "B" of the Agreement is deleted and replaced in its entirety with the following:

"B. The City and the Developer desire, by this Agreement, for the City to convey (transfer and/or give) land without financial exchange to the Developer, and for the Developer to accept land and all responsibilities and requirements associated with said land in order to construct one single-family detached house with garage on each site ("the Houses") as a self-help, "sweat equity" projects, and, in turn, sell the Houses to Disabled Veterans (as defined below ) at an affordable housing cost, that is, the purchase price of each House would result in a monthly housing cost that does not exceed thirty percent (30%) of eighty percent (80%) of the San Bernardino County area median income, adjusted to family size. The Developer will also provide, if at all possible, a preference for Chino Hills' disabled veteran residents living in the City for at least one year prior to the date of this Agreement. In consideration of the City's conveyance of the Sites to the Developer for the construction of an affordable house, said Houses will be restricted to an affordable housing cost in perpetuity."

3. The definition of "Affordability Covenant" in Section 1.0 of the Agreement is deleted and replaced with the following:

"**Affordability Covenant**" means the resale restriction, substantially in the form which is attached hereto as Attachment No. 9 and incorporated herein, which shall provide that, Developer shall sell the House, if at all possible, only to Veterans or their families whose income does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted to family size (i.e., Lower-Income Household) at an Affordable Housing Cost, but in any event the Houses must be sold to a Lower-Income Household at an Affordable Housing Cost."

4. The definition of "Affordable Housing Agreement" in Section 1.0 of the Agreement is deleted and replaced with the following:

"**Affordable Housing Agreement**" shall mean the Affordable Housing Agreement, Option to Purchase, and Covenants Running with the Land to be entered into between City, Developer, and the Qualified Purchaser of the Site regulating the operation and maintenance of the Site and restricting the sale of the Site to households whose income does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted for family size, at an affordable Housing Cost for a perpetual period, in the



forms attached hereto as Attachment No. 6. A separate Affordable Housing Agreement shall be recorded against the Site.”

5. The definition of “Affordable Housing Cost” in Section 1.0 of the Agreement is deleted and replaced with the following:

“**Affordable Housing Cost**’ shall mean the purchase price that would result in a Monthly Housing Cost (as defined below) which does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino County area median income adjusted for family size appropriate for the Site. For purposes of calculating the Affordable Housing Cost, “adjusted for family size appropriate for the Site” shall mean a household that is equal to the number of bedrooms on the Site plus one. For example, the family size to be used in calculating the Affordable Housing Cost for a three-bedroom residence would be a household of four (4) persons. “Monthly Housing Cost” shall include all of the following associated with the Site, estimated or known as of the date of the proposed sale of the Site: (i) principal payments on a first mortgage loan from Developer for which a Qualified Purchaser qualifies and has obtained a first trust deed loan from Developer for the acquisition of the Site;(ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements; and (iv) a reasonable utility allowance. Monthly Housing Cost of a purchaser shall be an average of estimated costs for the next twelve (12) months.”

6. The definition of “Lower-Income Household” is added to Section 1.0 of the Agreement to read as follows:

“**Lower Income Household**’ shall mean a household earning not greater than the applicable percentage of San Bernardino County median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development and as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.”

7. The definition of “Qualified Purchaser” in Section 1.0 of the Agreement is deleted and replaced with the following:

“**Qualified Purchaser**’ shall mean Disabled Veterans and families whose income does not exceed 80% of the Median Income and who meet all of the requirements set forth in this Agreement to qualify to purchase the Sites. The “Median Income” is the San Bernardino County area median income, adjusted for family size, as established

by the United States Department of Housing and Urban Development, and as published periodically by the State of California Department of Housing and Community Development. If it is not reasonably possible to find a qualifying Disabled Veteran, then Qualified Purchaser shall include persons who are not Disabled Veterans.”

8. The definition of “Very Low-Income Household” in Section 1.0 of the Agreement is hereby deleted in its entirety.

9. Subparagraph (a) of Section 2.6.1 of the Agreement is deleted and replaced with the following:

“(a) Authority. City is a public body recognized by the State of California having the authority to control and dispose of the Sites for the common benefit. Further, the City has the authority to transfer the Sites to any nonprofit corporation the City may deem to be best suited to develop the parcels for housing and make available to lower-income persons and families at affordable housing cost upon such terms and conditions, notwithstanding any other provision of law.”

10. Section 4.2.1 of the Agreement is deleted and replaced with the following:

**“4.2.1 Affordable Sales Requirement.** If reasonably possible Developer shall sell the Houses only to Disabled Veterans or families where at least one of the purchasers is a Disabled Veteran where total income of the persons or family who purchases each House does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted for family size as set forth in Section 4.2.2 hereof, for the period set forth in Section 4.2.8 hereof. In any event, the Houses must be sold to a Lower-Income Household at an Affordable Housing Cost. The restriction on sale to disabled veterans shall not apply to subsequent transfers of the House, other than the original sale of the House by Developer to a Qualified Purchaser.”

11. Section 4.2.7 of the Agreement is deleted and replaced with the following:

**“4.2.7 Affordable Housing Agreement.** The Developer, Owner and City shall execute a resale restriction for each House, substantially in the form which is attached hereto as Attachment No. 6 and incorporated herein, which shall provide that, for a perpetual period after the initial date of purchase by an Owner, the House may be sold only to qualifying persons or households as defined in this

Agreement having an income not exceeding eighty percent (80%) of the San Bernardino County area median income, adjusted for family size which, today, equates to a Lower-Income Household, at an Affordable Housing Cost (the "Affordable Housing Agreement"). The Affordable Housing Agreement shall be recorded as an encumbrance to each House concurrently with the close of escrow for the initial sale to an Owner by Developer; and shall run with the land and bind future owners of each House. For the perpetual affordability restriction period, (i) the parcel shall remain affordable in accordance with the Affordable Housing Agreement, (ii) the parcel shall remain owner-occupied, and (iii) the number of persons permitted to occupy the parcel shall not exceed the occupancy permitted pursuant to the general requirements of the United States Department of Housing and Urban Development. Upon the close of escrow for the conveyance of the parcel from the Developer to the Qualified Purchaser, Developer shall cause the Affordable Housing Agreement to be executed by the Qualified Purchaser and recorded against the Site. The Developer shall remain responsible for ensuring compliance with the requirements of Section 4.2 during the entire perpetual period of the Affordable Housing Agreement. During the period of the Affordable Housing Agreement, the Developer shall annually obtain and submit to the City verification that the owner of the House occupies the House as the owner's principal place of residence. The Affordable Housing Agreement implements the affordability restrictions and covenants of the Transfer Agreement and ensures that the restrictions and covenants run with the land and are enforceable against the Qualified Purchaser and the Qualified Purchaser's successors-in-interest."

12. Attachment 8 to the Agreement ("Calculation of Affordable Housing Costs") is deleted in its entirety and replaced with the revised Attachment 8 attached hereto and incorporated by this reference.

13. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

14. Definitions. Capitalized terms that are not defined in this Amendment have the meaning set forth in the Agreement.

15. Counterparts. This Amendment may be executed in counterparts, each of which, when all of the Parties hereto have signed this Amendment, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

16. Electronic Signatures. Electronically signed copies of this Amendment utilizing technology that conforms to the requirements in both Government Code Section

16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**IN WITNESS WHEREOF**, City and the Developer have executed this Amendment as of the date set forth above.

**CITY OF CHINO HILLS**

**POMONA VALLEY HABITAT FOR  
HUMANITY, INC., a nonprofit  
corporation**

\_\_\_\_\_  
Art Bennett  
Mayor

  
\_\_\_\_\_  
Christine Charland  
Executive Director

ATTEST:

\_\_\_\_\_  
Cheryl Balz  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley  
City Attorney

## ATTACHMENT NO. 8

### CALCULATION OF AFFORDABLE HOUSING COST

“Affordable Housing Cost” for the purposes of the Transfer Agreement is that purchase price which would result in a Monthly Housing Cost that does not exceed the product of thirty percent (30%) of eighty percent (80%) of the San Bernardino County area median income adjusted for family size appropriate for the parcel.

The following is a sample worksheet of how to calculate Affordable Housing Cost based on the 2024 State Income Limits published by the California Department of Housing and Community Development indicating an area median income of \$97,500 for San Bernardino County.

For a three-bedroom House, monthly housing costs for Lower-Income Household purchasers may not exceed 1/12 of 30% x 80% of San Bernardino County Median Income for a family of 4 (\$97,500), which equates to \$1,950/month.

For a four-bedroom House, monthly housing cost for Lower-Income Household purchasers may not exceed 1/12 of 30% x 80% of San Bernardino County Median Income for a family of 5 (\$105,300), which equates to \$2,106/month.

#### **Monthly Housing Costs Include:**

- a. Mortgage Principal (no interest on loan)
- b. Private Mortgage Insurance (none)
- c. Property Taxes
- d. Fire/Casualty Insurance
- e. Property Maintenance (typically no gardening costs)
- f. Utilities Allowance
- g. Homeowner’s Association Fees (none)

For example, in the following situation, for a 3-bedroom House sold to a Lower- Income Household, assuming a 30-year loan with a 0% interest rate. It assumes a down payment of \$2,500 with a referenced loan amount of \$270,000 on a purchase price of \$272,500. The foregoing is based upon the following monthly housing costs:

a. Mortgage Principal (no interest)	\$750
b. Private Mortgage Insurance	\$0
c. Property Taxes	\$325
d. Fire/Casualty Insurance	\$325
e. Property Maintenance	\$50
f. Utilities Allowance	\$300
g. Homeowner's Association	\$0
TOTAL:	\$1,750

The foregoing is intended to be an example of how to calculate affordable housing cost, and the actual numbers will vary depending upon such factors as changes in median income, interest rates, amount of down payment, monthly utility costs, etc.

RECORDING REQUESTED BY; MAIL TAX STATEMENT TO; AND WHEN RECORDED RETURN TO:

Pomona Valley Habitat for Humanity  
2111 Bonita Avenue  
La Verne, CA 91750

This First Amendment to Deed Covenant is recorded at the request and for the benefit of the City of Chino Hills and is exempt from the payment of a recording fee pursuant to Gov't Code section 27383

APN: 1028-111-13-0-000  
4528 Fairway Boulevard, Chino Hills

Space above this line for Recorder's Use

**FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS ON RESALE**

This First Amendment to Declarations of Covenants and Restrictions on Resale ("Amendment") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chino Hills, a California municipal corporation ("City"), and Pomona Valley Habitat for Humanity, Inc., a California nonprofit corporation ("Developer").

**WITNESSETH**

WHEREAS, on September 14, 2021, City and Developer entered into DECLARATIONS OF COVENANTS AND RESTRICTIONS ON RESALE (the "Covenant") with respect to real property located at 4528 Fairway Boulevard in the City of Chino Hills (the "Site"). The Covenant was recorded in the Official Records of the County of San Bernardino on April 7, 2022, as Document No. 2022-0131750;

WHEREAS, the Covenant established several covenants in favor of, and for the benefit of, City;

WHEREAS, Paragraph 6 of the Covenant defined the term "Qualified Purchaser" for purposes of the Covenant. Paragraph 6.1 specified that a Qualified Purchaser must, among other things, have a household income that does not exceed fifty percent (50%) of the San Bernardino County area median income (i.e., a very low-income household) (the "Qualified Purchaser Income Limit");

WHEREAS, Paragraph 9 of the Covenant defined the term "Affordable Sales Price" for purposes of the Covenant as a purchase price that would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times fifty percent (50%) of the San Bernardino County area median income, adjusted for family size;

WHEREAS, Developer desires to modify the Qualified Purchaser Income Limit to instead require the purchase have a household income that does not exceed eighty percent (80%) of the San Bernardino County area median income (i.e., a lower-income household);

WHEREAS, Developer desires to modify the definition of "Affordable Sales Price" to instead mean a purchase price that would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino County area median income, adjusted for family size; and

WHEREAS, City consents to the modification of the Qualified Purchaser Income Limit and the definition of "Affordable Sales Price" in the manner specified herein.

### AGREEMENT

NOW, THEREFORE, City and Developer hereby agree as follows:

1. Paragraph 6.1 of the Covenant is hereby amended to read as follows:

"6.1 Household income does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted to family size, or otherwise meets the requirements of California Health and Safety Code Section 50079.5, as such statute may be amended from time to time and any successor statute thereto."

2. Paragraph 9 of the Covenant is hereby amended to read as follows:

**9. Affordable Sales Price.** "Affordable Sales Price" shall mean that purchase price which would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino County area median income, adjusted for family size appropriate for the House."

3. Except as specifically modified herein, all terms, conditions, covenants and restrictions set forth in the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Amendment effective the day and year first above written.

[Signatures on following page]



**CITY**

City of Chino Hills,  
a California municipal corporation

By: \_\_\_\_\_  
Art Bennett, Mayor

**DEVELOPER**

Pomona Valley Habitat for Humanity, Inc.,  
a California nonprofit corporation

By:  \_\_\_\_\_  
Christine Charland  
Executive Director

Attest:

\_\_\_\_\_  
Cheryl Balz, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

**ACKNOWLEDGMENT**

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.

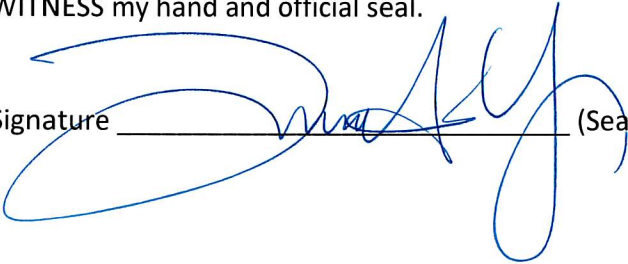
State of California  
County of Los Angeles )

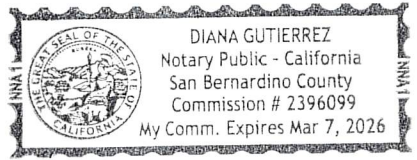
On December 16, 2024 before me, Diana Gutierrez, Notary public  
(insert name and title of the officer)

personally appeared Christine M. Charland,  
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)



RECORDING REQUESTED BY; MAIL TAX STATEMENT TO; AND WHEN RECORDED RETURN TO:

Pomona Valley Habitat for Humanity  
2111 Bonita Avenue  
La Verne, CA 91750

This First Amendment to Deed Covenant is recorded at the request and for the benefit of the City of Chino Hills and is exempt from the payment of a recording fee pursuant to Gov't Code section 27383

APN: 1028-113-23-0-000  
4628 Fairway Boulevard, Chino Hills

Space above this line for Recorder's Use

**FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS ON RESALE**

This First Amendment to Declarations of Covenants and Restrictions on Resale ("Amendment") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chino Hills, a California municipal corporation ("City"), and Pomona Valley Habitat for Humanity, Inc., a California nonprofit corporation ("Developer").

**WITNESSETH**

WHEREAS, on September 14, 2021, City and Developer entered into DECLARATIONS OF COVENANTS AND RESTRICTIONS ON RESALE (the "Covenant") with respect to real property located at 4628 Fairway Boulevard in the City of Chino Hills (the "Site"). The Covenant was recorded in the Official Records of the County of San Bernardino on April 7, 2022, as Document No. 2022-0131805;

WHEREAS, the Covenant established several covenants in favor of, and for the benefit of, City;

WHEREAS, Paragraph 6 of the Covenant defined the term "Qualified Purchaser" for purposes of the Covenant. Paragraph 6.1 specified that a Qualified Purchaser must, among other things, have a household income that does not exceed fifty percent (50%) of the San Bernardino County area median income (i.e., a very low-income household) (the "Qualified Purchaser Income Limit");

WHEREAS, Paragraph 9 of the Covenant defined the term "Affordable Sales Price" for purposes of the Covenant as a purchase price that would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times fifty percent (50%) of the San Bernardino County area median income, adjusted for family size;

WHEREAS, Developer desires to modify the Qualified Purchaser Income Limit to instead require the purchase have a household income that does not exceed eighty percent (80%) of the San Bernardino County area median income (i.e., a lower-income household);

WHEREAS, Developer desires to modify the definition of "Affordable Sales Price" to instead mean a purchase price that would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino County area median income, adjusted for family size; and

WHEREAS, City consents to the modification of the Qualified Purchaser Income Limit and the definition of "Affordable Sales Price" in the manner specified herein.

### AGREEMENT

NOW, THEREFORE, City and Developer hereby agree as follows:

1. Paragraph 6.1 of the Covenant is hereby amended to read as follows:

"6.1 Household income does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted to family size, or otherwise meets the requirements of California Health and Safety Code Section 50079.5, as such statute may be amended from time to time and any successor statute thereto."

2. Paragraph 9 of the Covenant is hereby amended to read as follows:

"9. **Affordable Sales Price.** "Affordable Sales Price" shall mean that purchase price which would result in a monthly housing cost that does not exceed the product of thirty percent (30%) times eighty percent (80%) of the San Bernardino County area median income, adjusted for family size appropriate for the House."

3. Except as specifically modified herein, all terms, conditions, covenants, and restrictions set forth in the Covenant shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Amendment effective the day and year first above written.

[Signatures on following page]

**CITY**

City of Chino Hills,  
a California municipal corporation

By: \_\_\_\_\_  
Art Bennett, Mayor

**DEVELOPER**

Pomona Valley Habitat for Humanity, Inc.,  
a California nonprofit corporation

By:  \_\_\_\_\_  
Christine Charland  
Executive Director

Attest:

\_\_\_\_\_  
Cheryl Balz, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

**ACKNOWLEDGMENT**

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 Los Angeles )

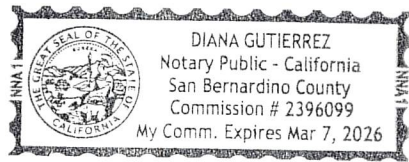
On December 14, 2024 before me, Diana Gutierrez, Notary public  
(insert name and title of the officer)

personally appeared Christine M. Charland,  
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 [Handwritten Signature] (Seal)



RECORDING REQUESTED BY; MAIL TAX STATEMENT TO; AND WHEN RECORDED RETURN TO:

Pomona Valley Habitat for Humanity  
2111 Bonita Avenue  
La Verne, CA 91750

This First Amendment to Deed Covenant is recorded at the request and for the benefit of the City of Chino Hills and is exempt from the payment of a recording fee pursuant to Gov't Code section 27383

APN: 1028-111-13-0-000  
4528 Fairway Boulevard, Chino Hills

Space above this line for Recorder's Use

**FIRST AMENDMENT TO DEED COVENANT**

This Amendment to Deed Covenant is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chino Hills, a California municipal corporation ("City"), and Pomona Valley Habitat for Humanity, Inc., a California nonprofit corporation ("Developer").

**WITNESSETH**

WHEREAS, on September 14, 2021, City conveyed to Developer, via grant deed (the "Deed"), the real property located at 4528 Fairway Boulevard in the City of Chino Hills (the "Site"). The Deed was recorded in the Official Records of the County of San Bernardino on April 7, 2022, as Document No. 2022-0131749;

WHEREAS, the Deed was subject to several covenants in favor of, and for the benefit of, City;

WHEREAS, Paragraph 3 of the Deed set forth an affordability covenant requiring that the Site be sold only to a person or family whose income does not exceed fifty percent (50%) of the San Bernardino County area median income (i.e., a very low-income household), adjusted for family size (the "Affordability Covenant");

WHEREAS, Developer desires to modify the Affordability Covenant to instead require the Site be sold only to a person or family whose income does not exceed eighty percent (80%) of the San Bernardino County area median income (i.e., a lower-income household), adjusted for family size; and

WHEREAS, City consents to the modification of the Affordability Covenant in the manner specified herein.

**AGREEMENT**

NOW, THEREFORE, City and Developer hereby agree as follows:

1. Paragraph 3 of the Deed is hereby amended to read as follows:

**“3. Affordable Housing Requirements.** The Improvement which is required to be developed on the Site shall be sold only to a person or family whose income does not exceed eighty percent (80%) of the San Bernardino County area median income, adjusted for family size at an Affordable Housing Cost, in accordance with the requirements of Section 4.2 of the TA.”

2. Except as specifically modified herein, all terms, conditions, and covenants set forth in the Deed shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Amendment effective the day and year first above written.

**CITY**

City of Chino Hills,  
a California municipal corporation

By: \_\_\_\_\_  
Art Bennett, Mayor

**DEVELOPER**

Pomona Valley Habitat for Humanity, Inc.,  
a California nonprofit corporation

By:  \_\_\_\_\_  
Christine Charland  
Executive Director

Attest:

\_\_\_\_\_  
Cheryl Balz, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mark D. Hensley, City Attorney



**ACKNOWLEDGMENT**

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 Los Angeles )

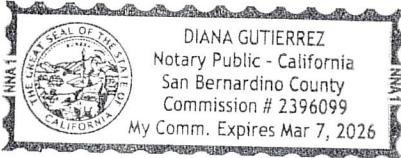
On December 16, 2021 before me, Diana Gutierrez, Notary public  
(insert name and title of the officer)

personally appeared Christine M. Charland,  
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 [Handwritten Signature] (Seal)



RECORDING REQUESTED BY; MAIL TAX STATEMENT TO; AND WHEN RECORDED RETURN TO:

Pomona Valley Habitat for Humanity  
2111 Bonita Avenue  
La Verne, CA 91750

This First Amendment to Deed Covenant is recorded at the request and for the benefit of the City of Chino Hills and is exempt from the payment of a recording fee pursuant to Gov't Code section 27383

APN: 1028-113-23-0-000  
4628 Fairway Boulevard, Chino Hills

Space above this line for Recorder's Use

**FIRST AMENDMENT TO DEED COVENANT**

This Amendment to Deed Covenant is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chino Hills, a California municipal corporation ("City"), and Pomona Valley Habitat for Humanity, Inc., a California nonprofit corporation ("Developer").

**WITNESSETH**

WHEREAS, on September 14, 2021, City conveyed to Developer, via grant deed (the "Deed"), the real property located at 4628 Fairway Boulevard in the City of Chino Hills (the "Site"). The Deed was recorded in the Official Records of the County of San Bernardino on April 7, 2022, as Document No. 2022-0131804;

WHEREAS, the Deed was subject to several covenants in favor of, and for the benefit of, City;

WHEREAS, Paragraph 3 of the Deed set forth an affordability covenant requiring that the Site be sold only to a person or family whose income does not exceed fifty percent (50%) of the San Bernardino County area median income (i.e., a very low-income household), adjusted for family size (the "Affordability Covenant");

WHEREAS, Developer desires to modify the Affordability Covenant to instead require the Site be sold only to a person or family whose income does not exceed eighty percent (80%) of the San Bernardino County area median income (i.e., a lower-income household), adjusted for family size; and

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2. Except as specifically modified herein, all terms, conditions, and covenants set forth in the Deed shall remain in full force and effect.

IN WITNESS WHEREOF, City and Developer have executed this Amendment effective the day and year first above written.

**CITY**

City of Chino Hills,  
a California municipal corporation

By: \_\_\_\_\_  
Art Bennett, Mayor

**DEVELOPER**

Pomona Valley Habitat for Humanity, Inc.,  
a California nonprofit corporation

By:  \_\_\_\_\_  
Christine Charland  
Executive Director

Attest:

\_\_\_\_\_  
Cheryl Balz, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

**ACKNOWLEDGMENT**

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.

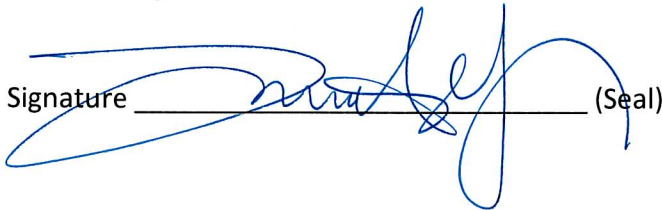
State of California  
County of Los Angeles )

On December 16, 2021 before me, Diana Gutierrez, Notary Public  
(insert name and title of the officer)

personally appeared Christine M. Charland,  
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)



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF CHINO HILLS, DETERMINING TWO CITY-OWNED PARCELS LOCATED AT 4528 AND 4628 FAIRWAY BOULEVARD TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) AND DETERMINING THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, in April 2006, the City Council approved Resolution No. 06R-16, establishing the City's Affordable Housing In-Lieu Fee Program for the purpose of generating fees that could be utilized to provide and maintain affordable housing. Subsequent to that approval, the City established an advisory committee to identify programs and projects to be funded through the Affordable Housing In-Lieu Fee Program. One recommendation of the advisory committee was an affordable housing plan that included partnering with non-profit organizations to build affordable housing projects; and

WHEREAS, in 2013, Pomona Valley Habitat for Humanity ("Habitat") contacted staff regarding the possibility of the City donating two vacant lots for their Veterans Build program. The Veterans Build program is Habitat's national initiative to provide housing solutions and volunteer and employment opportunities to income-qualified U.S. veterans, military service members, and their families. Habitat partners with other veterans' groups to assist in the search for qualified families, and homes are to be constructed in compliance with the American Disabilities Act; and

WHEREAS, on November 26, 2013, the City Council provided staff with direction to begin the process to donate two City-owned lots to Habitat for the construction of two single-family residences. The donation of these lots will be reimbursed to the General Fund by the City's Housing In-Lieu Fee program for the fair market value of the lots; and

WHEREAS, on May 20, 2014, the Planning Commission adopted a resolution finding pursuant to Government Code Section 65402(a) that the sale and transfer of two City-owned Lots, zoned R-S Low-Density Residential, to Habitat was in conformance with the City's General Plan; and

WHEREAS, Assembly Bills 1486 and 1255 amended the Surplus Land Act to promote affordable housing development on unused or underutilized public land throughout the state to respond to the existing affordable housing crisis; and

WHEREAS, the proposed project, which includes the transfer of land and subsequent construction and operation of two single family houses, is categorically

exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15194, Affordable Housing Exemption, which applies to projects that provide housing for low-income households, on a site that is less than five acres and located in an urbanized area. Staff has also determined that the project is categorically exempt from CEQA pursuant to Section 15303(a) (New Construction or Conversion of Small Structures) of the CEQA Guidelines because the project consists of the construction of two single-family structures in a residential zoning district. Therefore, no further environmental review is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council has determined the following two parcels (Exhibit "A") are exempt surplus land as defined in Government Code Section 54221(f)(1)(B).

- a. 4528 Fairway Boulevard is legally described as lot 17 of block J of Tract 2562, and is identified as Assessor's Parcel Number (APN) 1028-111-13 as shown in the latest records of the Office of the Tax Assessor of the County of San Bernardino. The site is 4,439 square feet in size.
- b. 4628 Fairway Boulevard is legally described as lot 26 of block H of Tract 2562, and is identified as Assessor's Parcel Number (APN) 1028-113-23 as shown in the latest records of the Office of the Tax Assessor of the County of San Bernardino. The site is 4,137 square feet in size.

SECTION 2. Pursuant to Government Code Section 54221(f)(1)(B), "exempt surplus land" means and includes surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. The City Council finds and determines that the subject parcels are, both individually and cumulatively, less than one-half acre in area. The City Council further finds that neither parcel is contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. Consequently, each parcel qualifies as "exempt surplus land" for purposes of the Surplus Land Act.

SECTION 3. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

\_\_\_\_\_  
ART BENNETT, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2025R-\_\_ was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 14th day of January 2025, by the following vote, to wit:

AYES:            COUNCIL MEMBERS:

NOES:           COUNCIL MEMBERS:

ABSENT:         COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, on the day and year last written below.

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

\_\_\_\_\_  
DATE



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF SITES**

The subject Sites are situated in the State of California, County of San Bernardino, City of Chino Hills, and are described as follows:

Site 1:

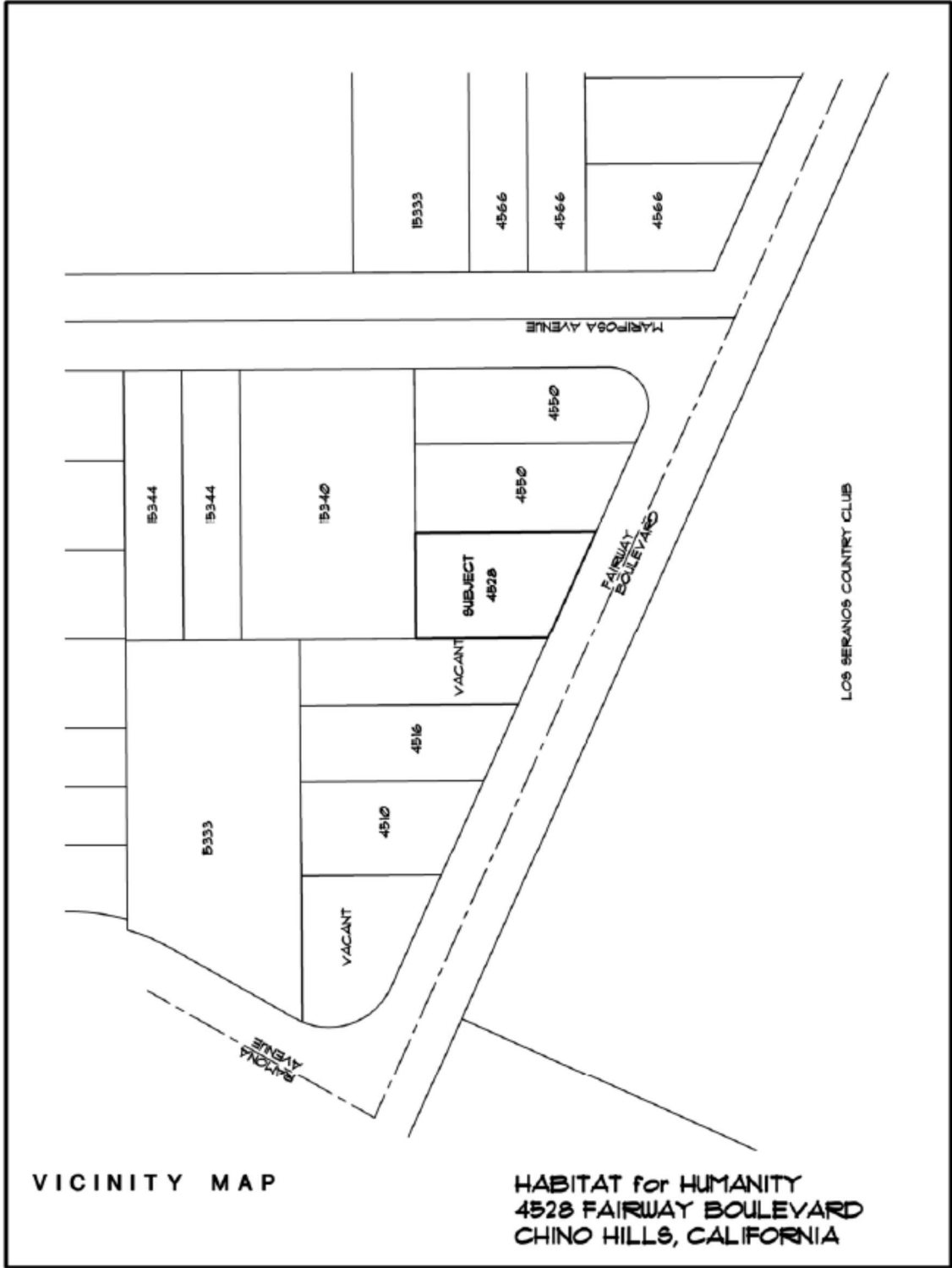
LOT 17 OF BLOCK J OF TRACT NO. 2562, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Street Address: 4528 Fairway Boulevard, Chino Hills, California.

Site 2:

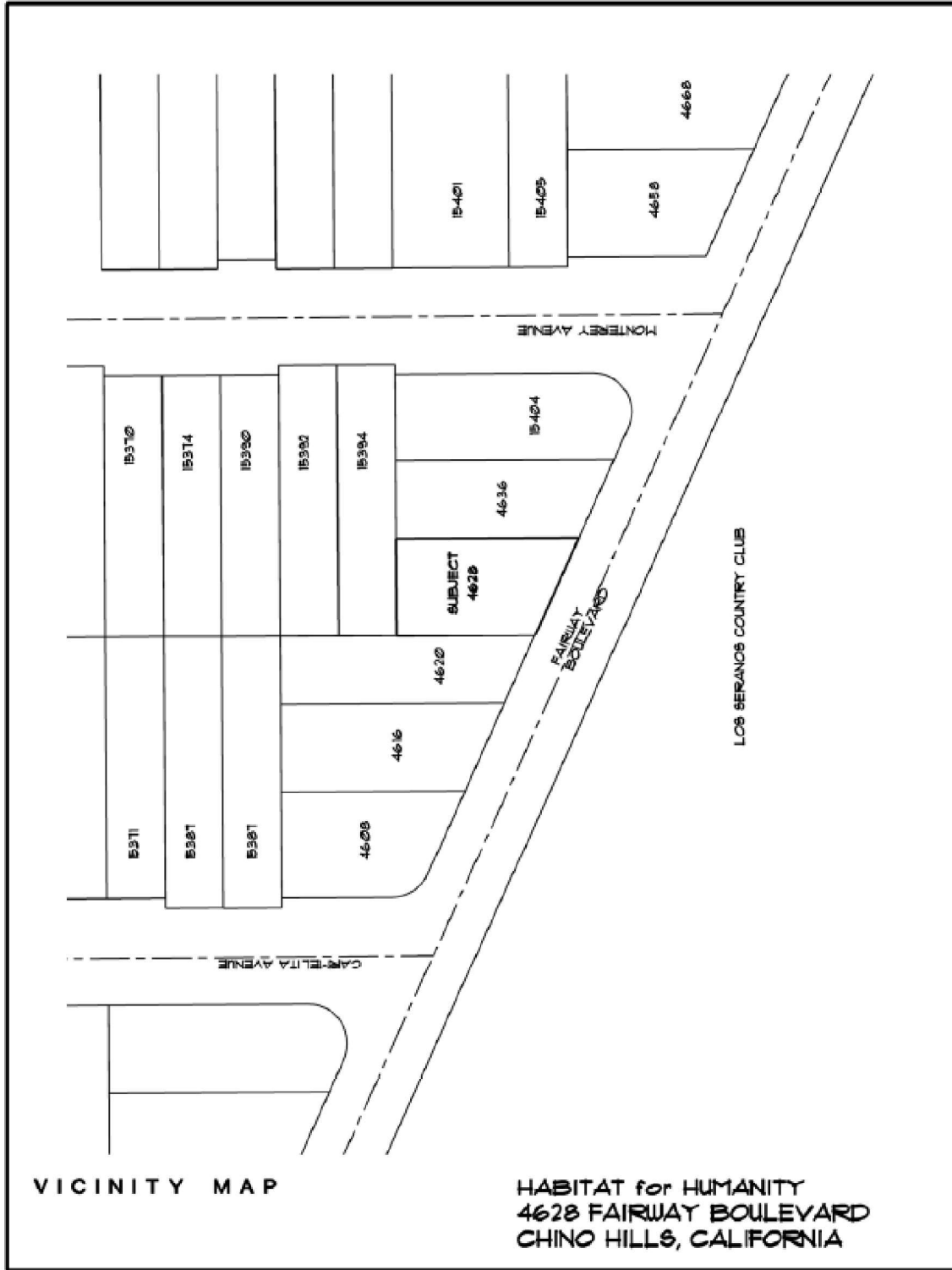
LOT 26 IN BLOCK H OF TRACT NO. 2562, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Street Address: 4628 Fairway Boulevard, Chino Hills, California.



VICINITY MAP

HABITAT for HUMANITY  
 4528 FAIRWAY BOULEVARD  
 CHINO HILLS, CALIFORNIA



VICINITY MAP

HABITAT for HUMANITY  
 4628 FAIRWAY BOULEVARD  
 CHINO HILLS, CALIFORNIA



## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025  
FROM: CITY MANAGER      ITEM NO: 16  
SUBJECT: CONTRACT INSTRUCTOR AGREEMENTS

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### RECOMMENDATION:

1. Authorize the execution of a three-year agreement with Katherine Abrego Cortines dba Studio K Dance Center LLC to provide year-round recreation instruction at an annual cost not to exceed \$125,000 and a total contract amount not to exceed \$375,000.

2. Authorize the execution of a three-year agreement with William Bush dba Tennis Anyone, Inc. to provide year-round recreation instruction at an annual cost not to exceed \$150,000 and a total contract amount not to exceed \$450,000.

### BACKGROUND/ANALYSIS:

The City offers a wide variety of class opportunities to the community. Many of the classes offered require specialized instruction. The City contracts with qualified instructors to provide these classes for a split fee ratio ranging from 60/40% to 80/20%. For example, in a 70/30% split ratio, only 70% of the enrollment fees are paid to the instructor. The remaining 30% of the enrollment fees are kept by the City. The variance between percentages depends on a variety of factors, such as whether the class is being held at a City facility, at the instructor's facility, and/or longevity with the City.

Municipal Code Section 3.18.060 states the City Manager is authorized to sign agreements up to and including \$50,000 annually or per project. Most of the approximately 25 contract instructors agreements fall within the City Manager's signing authority except for Katherine Abrego Cortines and William Bush. They usually generate approximately \$75,000 and \$150,000, respectively, in annual payments.

### ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and, constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5))

### FISCAL IMPACT:

There is sufficient funding in the Community Services Fund operating budget to cover the Fiscal Year 2024-25 cost of the agreements. Future agreement costs will be budgeted for in the appropriate fiscal year.

**REVIEWED BY OTHERS:**

This item has been reviewed by the Finance Director and City Attorney.

**LEVINE ACT DETERMINATION:**

This item is subject to the Levine Act.

Respectfully Submitted,

Recommended By:



Benjamin Montgomery  
City Manager



---

Jonathan Marshall  
Community Services Director

Attachments Agreement - Cortines  
Agreement - Tennis Anyone

**AGREEMENT NO.  
CONTRACT FOR INSTRUCTIONAL SERVICES  
DANCE CLASSES**

This Agreement ("Agreement") is made and entered into as of the date last signed below ("Effective Date"), by and between the City of Chino Hills, a California municipal corporation and general law city ("City"), and KATHERINE ABREGO CORTINES, an independent contractor doing business as ("dba") STUDIO K DANCE CENTER LLC a California limited liability company ("Contractor") to provide the classes or programs in dance ("Class" or "Program") hereby agreed upon, as scheduled and described in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM AND SCOPE OF SERVICES**

- 1.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2027 unless terminated earlier as provided herein.
- 1.2 This Agreement shall apply to classes or programs commencing on January 1, 2025 and terminating on December 31, 2027, which covers the Winter 2024/2025 season through the Fall 2027 season.
- 1.3 Set forth in Exhibit A, attached to and incorporated into this Agreement by this reference, is a form that the Contractor will complete prior to each quarter by a date (determined by the City), proposing the types of classes, proposed class schedules, class size, location, materials and other specific information requested therein. Following the review of the completed form, the City and the Contractor will determine in writing prior to the commencement of each quarterly session the specific class offering, schedule, minimum class size, location, materials fees and other specific information set forth in Exhibit A. If no agreement is reached in writing prior to the commencement of the quarter, then there will be no class for that particular quarter.

**2. COMPENSATION**

- 2.1 Total annual compensation shall not exceed \$125,000.00. Contractor may submit the City's Instructor Payment Request Form after the second class for each quarterly session has concluded. Payments may take up to forty-five (45) days from the time of submittal of the Instructor Payment Request Form to be received by the Contractor. Alternatively, if Contractor does not submit an Instructor Payment Request Form after the second class of any

quarter, City shall pay the Contractor within forty-five (45) days of the last class of each quarterly session. City shall pay the Contractor an amount equal to 60% of the amount of the total enrollment fees collected in each quarter, minus the non-resident fee and the per person administration fee for each Class held.

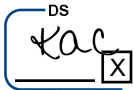
**3. DUTIES OF CITY**

3.1 Registration. City shall register all participants and shall collect all enrollment fees, excluding materials fees. Contractor shall not accept enrollment fees directly from a participant unless the City approves, in advance and in writing, the acceptance of enrollment fees by the Contractor. All class participants must sign a waiver agreement in a form acceptable to the City ("Waiver Form"). If an instructor allows a free class trial, prior written approval from City is required and participant must sign a Waiver Form prior to class. Contractors shall only collect material fees that are pre-approved by the City in advance in writing. Such material fees shall be collected by Contractor at the first Class meeting.

3.2 Publicity. City shall provide publicity for the Class in the *City News & Recreation Guide* (published on a quarterly basis). City shall have the sole discretion to decide what information will be included in the *City News & Recreation Guide* about the Class and the Contractor. Publicity may also include flyers created by the City or the Contractor. Contractor-created flyers must be approved in writing by the City before distribution.

3.3 Class Facility

Please initial the statement that applies:

<sup>DS</sup>  


City shall provide a City Facility for the Class without charging Contractor any rental fees, unless otherwise agreed by the parties. The Contractor will request dates and times for the Classes on a quarterly basis prior to the commencement of each session by a date determined by the City, and the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times. The City will not schedule a location for the Contractor's Classes unless requested.

Contractor shall provide a location for the Class(s)

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contractor shall provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for this location on the terms specified in Section 7.1 below.

3.4 Refund Processing. City shall provide refunds to participants when:

3.4.1 The participant drops the Class before the second Class meeting;

3.4.2 The Class is canceled by the City or Contractor.

3.4.2.1 The Contractor is responsible for notifying the registered participants of the cancellation and notifying the City to process refunds.

3.4.2.2 The City will notify registered participants if the cancellation is made by the City.

3.5 Class Roster. City shall provide Class rosters to Contractor on the first day of class.

#### **4. CONTRACTOR DUTIES**

4.1 Contractors. Contractor hereby certifies that he/she or any subcontractor, representative or employee (collectively "Representatives") who will be teaching the Class or assisting in teaching the Class are qualified to do so, and qualified to perform the services described above and in the Program outline submitted to City. Contractor is responsible for all Class curriculum development. Contractor is responsible for training, supervising, evaluating, scheduling, and any other requirements by law for all Representatives. Contractor warrants that it will continuously furnish the necessary personnel to provide the Program or Classes as contemplated by this Agreement.

4.2 Representatives. Contractor shall provide the City with the name(s), address(es) and phone number(s) of all Representatives who will be providing any services pursuant to this Agreement. All Representatives of Contractor must comply with the Fingerprint Policy (see Section 8). All Representatives must be able to provide proof of legal right to work in the United States.

4.2.1 Each Contractor Representative is required to obtain the written approval of the Community Services Supervisor prior to performing any services under this Agreement. Prior to Contractor using any Representative to provide any services pursuant to this Agreement, Contractor shall submit to the City the required information for each Representative that Contractor desires to use to provide services pursuant to this Agreement. Contractor, at the sole discretion of City, shall remove from the Program any Representative assigned to the



performance of services pursuant to this Agreement upon written request of City.

ds4.3  
KAC

Please initial the statement that applies:

I will not be using Representatives or employees.

I will be using Representatives. Contractor shall not authorize any Representative to provide services pursuant to this Agreement unless and until the Community Services Supervisor has approved in writing that individual Representative.

4.4 Subcontracting. Contractor may not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the City. Subcontracts, if any, must contain a provision making them subject to all provisions of this Agreement.

4.5 Supplies/Equipment. Contractor is responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at Contractor's sole expense. Contractor is also responsible for maintaining all equipment and supplies in good working condition, including responsibility for repairs when necessary.

4.6 Anti-Discrimination Laws. Contractor agrees and certifies that, except as permitted by law, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the hiring and retention of employees and Representatives, unless authorized under Section 12940 of the California Government Code. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.7 Class Size. Contractor and the City shall agree to the minimum and maximum number of participants required for each Class to ensure the quality of instruction and the safety of the Class participants. Contractor or Contractor's authorized representative is required to attend the first Class meeting of all Class offerings advertised in the Recreation Guide & City News unless Contractor cancels the Class three (3) business days prior to the start date, with the prior written approval of City. In the event of such approved cancellation, Contractor shall be responsible for informing all registered participants. In the event that the minimum number of

participants is not met by the first Class meeting, the Class will be cancelled and the Contractor will not be compensated for attending the first meeting or for any cancelled Class. Contractor will not be obligated to provide any additional services with respect to the cancelled Class. If the minimum number of participants is met or exceeded, the Class will be held as scheduled (even if any of the initial participants subsequently drop the Class), subject to Section 14 of this Agreement. If the demand is such that an additional Class could be offered, it will be taken under consideration and negotiated between City and Contractor. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that public demand has increased.

4.8 Use of Non-City Facilities for Classes. If Contractor desires to conduct the Class at his/her place of business, or some other non-City-owned site or facility that is not listed under this agreement (see Section 3.3), Contractor must:

4.8.1 Notify City at least twenty-four (24) hours in advance;

4.8.2 Provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for the non City-owned location that meets the requirements set forth in Section 7.1 below;

4.8.3 Provide sufficient parking for all participants;

4.8.4 Post signs at the site to direct participants to the location of class; and

4.8.5 Allow access to City staff to the location when requested.

4.9 Absences. Contractor must obtain permission from City one (1) week prior to any planned absence from the class. In the event of illness, Contractor is required to notify City and Participants twelve (12) hours prior to any Class cancellation.

4.9.1 City urges Contractor to obtain a substitute Representative whenever possible instead of cancelling Classes. Contractor shall obtain City's prior written approval of any substitute Representative. Any substitute Representative must have completed a criminal background check pursuant to Section 8 prior to teaching any City Programs or Classes.

4.9.2 When cancelling a Class, Contractor must contact all participants as soon as possible.

4.9.3 Make-ups. Make-ups are awarded to the contractor if a class is missed by the Contractor. Notification must be made to the

Community Services Coordinator of proposed make-up date and time. Requests to use a City Facility must be made in advance.

- 4.9.4 Rehearsals. Contractors are allotted 10 free rehearsal spaces per year. Requests must be made in advance.
- 4.10 Contact Information. Contractor is required to notify City in writing of any name, address, telephone number, email, or website changes within forty eight (48) hours of such change.
- 4.11 Contractor Informational Meeting. Contractor or Contractor's authorized Representative or employee must attend the Annual "Contractor Informational Meeting" that will be held in the spring.
- 4.12 Other Requirements. Contractors must:
  - 4.12.1 Cooperate fully with all reasonable requests from City staff;
  - 4.12.2 Maintain the highest degree of participant safety possible;
  - 4.12.3 Immediately report to the Community Services Department any injuries as a result of Class participation, damages to the classroom or Program facility that could cause potential injury to a Class participant, and/or other needed maintenance repairs. Contact the Community Services staff by phone or email;
  - 4.12.4 Clear all participants from the designated Class area at the end of Class time unless participants continue to use public City facilities for personal use without conflict with other scheduled activities and in accordance with posted hours and availability limitations;
  - 4.12.5 Ensure that any music or sound system is kept at levels that will not interfere with other classes or create a public disturbance/nuisance;
  - 4.12.6 Turn off any lights and close and secure the room or building at the end of each Class;
  - 4.12.7 Complete and return the quarterly "Contract Class Schedule" requested by the City if Contractor wishes to be a part of the marketing materials;
  - 4.12.8 Know facility rules and regulations and provide pertinent information (i.e. refunds) to participants;
  - 4.12.9 Abide by all City policies and procedures including, but not limited to, the requirements set forth in the Recreation Guide & City News and the current Contractor Handbook which is incorporated

herein by this reference. Contractor's signature on this Agreement signifies acknowledgement of receipt of the Contractor Handbook.

## 5. NOTICES

5.1 Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below::

City of Chino Hills  
Attn: City Clerk  
14000 City Center Drive  
Chino Hills, CA 91709  
E-mail: [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

5.2 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at the contact information provided on the signature page of this Agreement.

## 6. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement that Contractor will act as an independent contractor and will not be considered an agent or employee of City. As such, Contractor will have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her Representatives. Contractor also agrees to provide liability insurance as required by City and described more fully below. City shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. City reserves the right to employ other independent contractors and contractors who teach the same or similar classes. City shall provide Contractor with IRS 1099 or other applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

## 7. INSURANCE

7.1 General Liability Insurance. Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy must carry a general liability special endorsement naming the City of Chino Hills, its elected and appointed officers, employees, agents, and volunteers as additional named insureds in the amount of one million dollars (\$1,000,000) per occurrence. Certificates of insurance evidencing these coverage requirements must be sent to the Community Services Department and must be approved by the City's Risk Manager or his/her designee prior to the first Class/day of instruction.

7.1.1 Coverage must have the policy limits described above and be provided by an insurance carrier with A.M. Best's Insurance Guide Rating of A- (or higher) and Financial Size Category Class of VII (or larger).

7.1.2 Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects to City, its elected and appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

7.1.3 Said policy must also provide a written thirty (30) day notice of cancellation to the City of Chino Hills, Community Services Department, at the following address: 14000 City Center Drive, Chino Hills, CA 91709.

7.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor will carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

7.2.1 The insurer issuing the Workers' Compensation insurance must amend its policy by endorsement to waive all rights of subrogation against the City, its elected and appointed officers, agents, officials, employees and volunteers. Contractor must submit to City, along

with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

7.2.2 In the event Contractor has no employees requiring Contractor to provide Workers' Compensation insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement.

7.3 Automobile Liability Coverage. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence, or as approved by the City's Risk Manager or his/her designee.

7.4 Please initial the statement(s) that applies:

Contractor is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements.

Contractor, as required by State Statutes, including Waiver of Subrogation, is providing a copy of the Workers Comp Insurance certificate that meets the above requirements.

Contractor certifies that, in the performance of the work for which this Agreement is entered into, it will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Contractor certifies that it has and will maintain automobile insurance consistent with the financial responsibility requirements of the State of California. Such insurance shall cover bodily injury and property damage for all activities arising out of or in connection with work to be performed as set forth in this Agreement.

**8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK**

8.1 All Contractors and their Representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any Class. Such Contractors and their Representatives are required to submit fingerprinting through the City's designated vendor to the Community Services Coordinator. Fingerprints may be required to be updated every five (5) years.

8.2 In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are

able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class.

**9. TRANSPORTING OF PARTICIPANTS**

- 9.1 Unless the Program specifically involves travel or transportation to an offsite location, Contractor, or Contractor's Representatives, may not transport any participant by vehicle or otherwise.
- 9.2 If, after the conclusion of any Class session, a minor participant has not been picked up, Contractor shall make every effort to contact the minor participant's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the City Community Services Supervisor at the Chino Hills Community Center at (909) 364-2826 (Monday through Friday, 8 a.m. to 5 p.m., Saturday 8 a.m. – 5 p.m., and Sundays 11 a.m. – 5 p.m.), During all other hours, Contractor shall contact the Watch Commander at the Chino Hills Police Department for assistance at (909) 465-6837.

**10. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS**

All Class rosters, and contact information, and any other such information or documents compiled by City and provided to Contractor, shall remain the property of City. Contractor may not release such information to others without the prior written authorization by City. Contractor may not use such information for any other purpose than those authorized by City. All Class rosters, Class participant addresses and contact information, may be used by the Contractor solely for administration of Classes and performing City business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information. Contractor's obligations under this Section shall survive the termination of this Agreement.

**11. USE OF NAMES AND LOGOS; ADVERTISING, PRESS RELEASES AND PUBLICITY**

Contractor shall not include City's name, logos or insignia, or photographs of the Class site or participants in any publicity pertaining to Contractor's services or Class in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of City and participants.

**12. BUSINESS LICENSE**

The City Business License Fee is an annual fee, due every twelve (12) months. Contractor agrees to obtain a City business license and provide proof of

compliance annually. A copy of your Business License must be submitted with this Contract. All Contractors must have a valid business license.

### **13. INDEMNIFICATION**

- 13.1 General. Contractor shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Should City be names in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.
- 13.2 Intellectual Property. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against City for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this Agreement. If Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of Contractor to obtain the appropriate license to perform the material prior to the public performance.
- 13.3 The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, the provisions concerning indemnification.
- 13.4 The provisions of this section will survive termination of this Agreement.



## **14. TERMINATION**

Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

- 14.1 Contractor may terminate this Agreement at any time with City's mutual consent. Notice must be in writing at least thirty (30) days before the effective termination date.
- 14.2 Should the Agreement be terminated pursuant to this Section, CITY may procure, on its own terms, services similar to those terminated.
- 14.3 By executing this Agreement, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

## **15. CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to City in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Agreement, Contractor is required to file any claim the Contractor may have against the City in strict conformance with the Government Claims Act (Govt. Code §§ 900 et seq.).

## **16. STANDARD PROVISIONS**

- 16.1 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.
- 16.2 Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
- 16.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

- 16.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.
- 16.5 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
- 16.6 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of San Bernardino, State of California.
- 16.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.
- 16.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
- 16.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 16.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.
- 16.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

## **17. AUDIT OF RECORDS**

- 17.1 Contractor agrees that City, or its designee, have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide City, or designee, with any relevant information requested and will permit City, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. Contractor further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

17.2 Contractor will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**18. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES.**

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the last date signed below.

**CONTRACTOR:**

**KATHERINE ABREGO CORTINES dba STUDIO K DANCE CENTER LLC**

DocuSigned by:  
*Katherine Abrego Cortines*

221D0F69458E483... 12/20/2024  
**Signature** **Date**

Katherine Abrego Cortines Owner  
**Print Name** **Title**

15447 Pomona Rincon Rd #1370 Chino Hills Ca 91709  
**Business Mailing Address**

714-943-6496 714-943-6496  
**Cell Phone** **Business Phone**

katcort@gmail.com  
**Email Address** **Business Website**

**CITY:**  
**CITY OF CHINO HILLS**

Art Bennett Date  
**Mayor**

**Attest:**

Cheryl Balz Date  
**City Clerk**

**Approved as to form:**

Mark D. Hensley Date  
**City Attorney**

EXHIBIT A

City of Chino Hills  
Community Services Department  
(INSERT SEASON) RECREATION GUIDE (INSERT YEAR)

PLEASE RETURN NO LATER THAN (INSERT DATE)

Instructor Name: \_\_\_\_\_

Class Code (City Staff provide)	Name of Class	Min/ Max Ages	Start/End Dates (# of weeks)	Start/ End Time	Day(s) of The week	Holidays / Days Off	Min/Max Participant	Location	Fees (Including \$4 admin)	Materials Fee

SAMPLE ONLY -  
DO NOT FILL IN

### Certificate Of Completion

Envelope Id: B2385E05-4D09-4042-BFCD-0E3F282A2B6D Status: Sent  
 Subject: Please DocuSign: Katherine Cortines (Studio K) Contract Instructor Agreement w/ City of Chino Hills  
 Source Envelope:  
 Document Pages: 16 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 5 Melissa Armit  
 AutoNav: Enabled marmit@chinohills.org  
 Envelopeld Stamping: Enabled IP Address: 69.63.82.50  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original Holder: Melissa Armit Location: DocuSign  
 12/19/2024 12:31:43 PM marmit@chinohills.org

### Signer Events

Katherine Abrego Cortines  
 katcort@gmail.com  
 Owner  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
221D0F69458E483...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.243.209.78  
 Signed using mobile

### Timestamp

Sent: 12/19/2024 12:46:03 PM  
 Viewed: 12/20/2024 10:00:13 AM  
 Signed: 12/20/2024 10:02:39 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2024 10:00:13 AM  
 ID: 3b7e255e-af2d-4483-8032-1ae0b955b1ec

Melissa Armit  
 marmit@chinohills.org  
 Community Services Manager  
 Chino Hills  
 Security Level: Email, Account Authentication (None)

Sent: 12/20/2024 10:02:41 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cheryl Balz  
 cbalz@chinohills.org  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

City Attorneys

Signing Group: City Attorneys  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Cheryl Balz  
 cbalz@chinohills.org  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Art Bennett  
abennett@chinohills.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Agreement Number Assigners

Signing Group: Agreement Number Assigners  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cheryl Balz  
cbalz@chinohills.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Vanessa Badosa  
vbadosa@chinohills.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kymerly Schluter  
kschluter@chinohills.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2024 12:46:03 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**AGREEMENT NO.  
CONTRACT FOR INSTRUCTIONAL SERVICES**

**TENNIS AND PICKLEBALL LESSONS**

This Agreement ("Agreement") is made and entered into as of the date last signed below ("Effective Date"), by and between the City of Chino Hills, a California municipal corporation and general law city ("City"), and WILLIAM BUSH, an independent contractor doing business as ("dba") TENNIS ANYONE, INC., a California corporation ("Contractor") to provide the classes or programs in tennis and pickleball ("Class" or "Program") hereby agreed upon, as scheduled and described in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM AND SCOPE OF SERVICES**

- 1.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2027 unless terminated earlier as provided herein.
- 1.2 This Agreement shall apply to classes or programs commencing on January 1, 2025 and terminating on December 31, 2027, which covers the Winter 2024/2025 season through the Fall 2027 season.
- 1.3 Set forth in Exhibit A, attached to and incorporated into this Agreement by this reference, is a form that the Contractor will complete prior to each quarter by a date (determined by the City), proposing the types of classes, proposed class schedules, class size, location, materials and other specific information requested therein. Following the review of the completed form, the City and the Contractor will determine in writing prior to the commencement of each quarterly session the specific class offering, schedule, minimum class size, location, materials fees and other specific information set forth in Exhibit A. If no agreement is reached in writing prior to the commencement of the quarter, then there will be no class for that particular quarter.

**2. COMPENSATION**

- 2.1 Total annual compensation shall not exceed \$150,000. Contractor may submit the City's Instructor Payment Request Form after the second class for each quarterly session has concluded. Payments may take up to forty-five (45) days from the time of submittal of the Instructor Payment Request Form to be received by the Contractor. Alternatively, if Contractor does not submit an Instructor Payment Request Form after the second class of any quarter, City shall pay the Contractor within forty-five (45) days of the last



class of each quarterly session. City shall pay the Contractor an amount equal to 70% of the amount of the total enrollment fees collected in each quarter, minus the non-resident fee and the per person administration fee for each Class held.

**3. DUTIES OF CITY**

3.1 Registration. City shall register all participants and shall collect all enrollment fees, excluding materials fees. Contractor shall not accept enrollment fees directly from a participant unless the City approves, in advance and in writing, the acceptance of enrollment fees by the Contractor. All class participants must sign a waiver agreement in a form acceptable to the City ("Waiver Form"). If an instructor allows a free class trial, prior written approval from City is required and participant must sign a Waiver Form prior to class. Contractors shall only collect material fees that are pre-approved by the City in advance in writing. Such material fees shall be collected by Contractor at the first Class meeting.

3.2 Publicity. City shall provide publicity for the Class in the *City News & Recreation Guide* (published on a quarterly basis). City shall have the sole discretion to decide what information will be included in the *City News & Recreation Guide* about the Class and the Contractor. Publicity may also include flyers created by the City or the Contractor. Contractor-created flyers must be approved in writing by the City before distribution.

3.3 Class Facility

<sup>DS</sup>  
WB Please initial the statement that applies:

City shall provide a City Facility for the Class without charging Contractor any rental fees, unless otherwise agreed by the parties. The Contractor will request dates and times for the Classes on a quarterly basis prior to the commencement of each session by a date determined by the City, and the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times. The City will not schedule a location for the Contractor's Classes unless requested.

Contractor shall provide a location for the Class(s)

Location Name: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Contractor shall provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for this location on the terms specified in Section 7.1 below.

3.4 Refund Processing. City shall provide refunds to participants when:

3.4.1 The participant drops the Class before the second Class meeting;

3.4.2 The Class is canceled by the City or Contractor.

3.4.2.1 The Contractor is responsible for notifying the registered participants of the cancellation and notifying the City to process refunds.

3.4.2.2 The City will notify registered participants if the cancellation is made by the City.

3.5 Class Roster. City shall provide Class rosters to Contractor on the first day of class.

#### **4. CONTRACTOR DUTIES**

4.1 Contractors. Contractor hereby certifies that he/she or any subcontractor, representative or employee (collectively "Representatives") who will be teaching the Class or assisting in teaching the Class are qualified to do so, and qualified to perform the services described above and in the Program outline submitted to City. Contractor is responsible for all Class curriculum development. Contractor is responsible for training, supervising, evaluating, scheduling, and any other requirements by law for all Representatives. Contractor warrants that it will continuously furnish the necessary personnel to provide the Program or Classes as contemplated by this Agreement.

4.2 Representatives. Contractor shall provide the City with the name(s), address(es) and phone number(s) of all Representatives who will be providing any services pursuant to this Agreement. All Representatives of Contractor must comply with the Fingerprint Policy (see Section 8). All Representatives must be able to provide proof of legal right to work in the United States.

4.2.1 Each Contractor Representative is required to obtain the written approval of the Community Services Supervisor prior to performing any services under this Agreement. Prior to Contractor using any Representative to provide any services pursuant to this Agreement, Contractor shall submit to the City the required information for each Representative that Contractor desires to use to provide services pursuant to this Agreement. Contractor, at the sole discretion of City, shall remove from the Program any Representative assigned to the

performance of services pursuant to this Agreement upon written request of City.

4.3 Please initial the statement that applies:

<sup>DS</sup>  
WB

I will not be using Representatives or employees.

I will be using Representatives. Contractor shall not authorize any Representative to provide services pursuant to this Agreement unless and until the Community Services Supervisor has approved in writing that individual Representative.

4.4 Subcontracting. Contractor may not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the City. Subcontracts, if any, must contain a provision making them subject to all provisions of this Agreement.

4.5 Supplies/Equipment. Contractor is responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at Contractor's sole expense. Contractor is also responsible for maintaining all equipment and supplies in good working condition, including responsibility for repairs when necessary.

4.6 Anti-Discrimination Laws. Contractor agrees and certifies that, except as permitted by law, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the hiring and retention of employees and Representatives, unless authorized under Section 12940 of the California Government Code. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.7 Class Size. Contractor and the City shall agree to the minimum and maximum number of participants required for each Class to ensure the quality of instruction and the safety of the Class participants. Contractor or Contractor's authorized representative is required to attend the first Class meeting of all Class offerings advertised in the Recreation Guide & City News unless Contractor cancels the Class three (3) business days prior to the start date, with the prior written approval of City. In the event of such approved cancellation, Contractor shall be responsible for informing all registered participants. In the event that the minimum number of

participants is not met by the first Class meeting, the Class will be cancelled and the Contractor will not be compensated for attending the first meeting or for any cancelled Class. Contractor will not be obligated to provide any additional services with respect to the cancelled Class. If the minimum number of participants is met or exceeded, the Class will be held as scheduled (even if any of the initial participants subsequently drop the Class), subject to Section 14 of this Agreement. If the demand is such that an additional Class could be offered, it will be taken under consideration and negotiated between City and Contractor. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that public demand has increased.

4.8 Use of Non-City Facilities for Classes. If Contractor desires to conduct the Class at his/her place of business, or some other non-City-owned site or facility that is not listed under this agreement (see Section 3.3), Contractor must:

4.8.1 Notify City at least twenty-four (24) hours in advance;

4.8.2 Provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for the non City-owned location that meets the requirements set forth in Section 7.1 below;

4.8.3 Provide sufficient parking for all participants;

4.8.4 Post signs at the site to direct participants to the location of class; and

4.8.5 Allow access to City staff to the location when requested.

4.9 Absences. Contractor must obtain permission from City one (1) week prior to any planned absence from the class. In the event of illness, Contractor is required to notify City and Participants twelve (12) hours prior to any Class cancellation.

4.9.1 City urges Contractor to obtain a substitute Representative whenever possible instead of cancelling Classes. Contractor shall obtain City's prior written approval of any substitute Representative. Any substitute Representative must have completed a criminal background check pursuant to Section 8 prior to teaching any City Programs or Classes.

4.9.2 When cancelling a Class, Contractor must contact all participants as soon as possible.

4.9.3 Make-ups. Make-ups are awarded to the contractor if a class is missed by the Contractor. Notification must be made to the

Community Services Coordinator of proposed make-up date and time. Requests to use a City Facility must be made in advance.

- 4.9.4 Rehearsals. Contractors are allotted 10 free rehearsal spaces per year. Requests must be made in advance.
- 4.10 Contact Information. Contractor is required to notify City in writing of any name, address, telephone number, email, or website changes within forty eight (48) hours of such change.
- 4.11 Contractor Informational Meeting. Contractor or Contractor's authorized Representative or employee must attend the Annual "Contractor Informational Meeting" that will be held in the spring.
- 4.12 Other Requirements. Contractors must:
  - 4.12.1 Cooperate fully with all reasonable requests from City staff;
  - 4.12.2 Maintain the highest degree of participant safety possible;
  - 4.12.3 Immediately report to the Community Services Department any injuries as a result of Class participation, damages to the classroom or Program facility that could cause potential injury to a Class participant, and/or other needed maintenance repairs. Contact the Community Services staff by phone or email;
  - 4.12.4 Clear all participants from the designated Class area at the end of Class time unless participants continue to use public City facilities for personal use without conflict with other scheduled activities and in accordance with posted hours and availability limitations;
  - 4.12.5 Ensure that any music or sound system is kept at levels that will not interfere with other classes or create a public disturbance/nuisance;
  - 4.12.6 Turn off any lights and close and secure the room or building at the end of each Class;
  - 4.12.7 Complete and return the quarterly "Contract Class Schedule" requested by the City if Contractor wishes to be a part of the marketing materials;
  - 4.12.8 Know facility rules and regulations and provide pertinent information (i.e. refunds) to participants;
  - 4.12.9 Abide by all City policies and procedures including, but not limited to, the requirements set forth in the Recreation Guide & City News and the current Contractor Handbook which is incorporated

herein by this reference. Contractor's signature on this Agreement signifies acknowledgement of receipt of the Contractor Handbook.

## 5. NOTICES

5.1 Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below::

City of Chino Hills  
Attn: City Clerk  
14000 City Center Drive  
Chino Hills, CA 91709  
E-mail: [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

5.2 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at the contact information provided on the signature page of this Agreement.

## 6. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement that Contractor will act as an independent contractor and will not be considered an agent or employee of City. As such, Contractor will have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her Representatives. Contractor also agrees to provide liability insurance as required by City and described more fully below. City shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. City reserves the right to employ other independent contractors and contractors who teach the same or similar classes. City shall provide Contractor with IRS 1099 or other applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

## 7. INSURANCE

7.1 General Liability Insurance. Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy must carry a general liability special endorsement naming the City of Chino Hills, its elected and appointed officers, employees, agents, and volunteers as additional named insureds in the amount of one million dollars (\$1,000,000) per occurrence. Certificates of insurance evidencing these coverage requirements must be sent to the Community Services Department and must be approved by the City's Risk Manager or his/her designee prior to the first Class/day of instruction.

7.1.1 Coverage must have the policy limits described above and be provided by an insurance carrier with A.M. Best's Insurance Guide Rating of A- (or higher) and Financial Size Category Class of VII (or larger).

7.1.2 Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects to City, its elected and appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

7.1.3 Said policy must also provide a written thirty (30) day notice of cancellation to the City of Chino Hills, Community Services Department, at the following address: 14000 City Center Drive, Chino Hills, CA 91709.

7.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor will carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

7.2.1 The insurer issuing the Workers' Compensation insurance must amend its policy by endorsement to waive all rights of subrogation against the City, its elected and appointed officers, agents, officials, employees and volunteers. Contractor must submit to City, along

with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

7.2.2 In the event Contractor has no employees requiring Contractor to provide Workers' Compensation insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement.

7.3 Automobile Liability Coverage. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence, or as approved by the City's Risk Manager or his/her designee.

<sup>DS</sup> 7.4 Please initial the statement(s) that applies:

WB  Contractor is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements.

<sup>DS</sup> WB  Contractor, as required by State Statutes, including Waiver of Subrogation, is providing a copy of the Workers Comp Insurance certificate that meets the above requirements.

Contractor certifies that, in the performance of the work for which this Agreement is entered into, it will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

<sup>DS</sup> WB  Contractor certifies that it has and will maintain automobile insurance consistent with the financial responsibility requirements of the State of California. Such insurance shall cover bodily injury and property damage for all activities arising out of or in connection with work to be performed as set forth in this Agreement.

**8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK**

8.1 All Contractors and their Representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any Class. Such Contractors and their Representatives are required to submit fingerprinting through the City's designated vendor to the Community Services Coordinator. Fingerprints may be required to be updated every five (5) years.

8.2 In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are



able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class.

**9. TRANSPORTING OF PARTICIPANTS**

- 9.1 Unless the Program specifically involves travel or transportation to an offsite location, Contractor, or Contractor's Representatives, may not transport any participant by vehicle or otherwise.
- 9.2 If, after the conclusion of any Class session, a minor participant has not been picked up, Contractor shall make every effort to contact the minor participant's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the City Community Services Supervisor at the Chino Hills Community Center at (909) 364-2826 (Monday through Friday, 8 a.m. to 5 p.m., Saturday 8 a.m. – 5 p.m., and Sundays 11 a.m. – 5 p.m.), During all other hours, Contractor shall contact the Watch Commander at the Chino Hills Police Department for assistance at (909) 465-6837.

**10. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS**

All Class rosters, and contact information, and any other such information or documents compiled by City and provided to Contractor, shall remain the property of City. Contractor may not release such information to others without the prior written authorization by City. Contractor may not use such information for any other purpose than those authorized by City. All Class rosters, Class participant addresses and contact information, may be used by the Contractor solely for administration of Classes and performing City business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information. Contractor's obligations under this Section shall survive the termination of this Agreement.

**11. USE OF NAMES AND LOGOS; ADVERTISING, PRESS RELEASES AND PUBLICITY**

Contractor shall not include City's name, logos or insignia, or photographs of the Class site or participants in any publicity pertaining to Contractor's services or Class in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of City and participants.

**12. BUSINESS LICENSE**

The City Business License Fee is an annual fee, due every twelve (12) months. Contractor agrees to obtain a City business license and provide proof of

compliance annually. A copy of your Business License must be submitted with this Contract. All Contractors must have a valid business license.

### **13. INDEMNIFICATION**

- 13.1 General. Contractor shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Should City be names in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.
- 13.2 Intellectual Property. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against City for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this Agreement. If Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of Contractor to obtain the appropriate license to perform the material prior to the public performance.
- 13.3 The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, the provisions concerning indemnification.
- 13.4 The provisions of this section will survive termination of this Agreement.

## **14. TERMINATION**

Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

- 14.1 Contractor may terminate this Agreement at any time with City's mutual consent. Notice must be in writing at least thirty (30) days before the effective termination date.
- 14.2 Should the Agreement be terminated pursuant to this Section, CITY may procure, on its own terms, services similar to those terminated.
- 14.3 By executing this Agreement, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

## **15. CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to City in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Agreement, Contractor is required to file any claim the Contractor may have against the City in strict conformance with the Government Claims Act (Govt. Code §§ 900 et seq.).

## **16. STANDARD PROVISIONS**

- 16.1 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.
- 16.2 Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
- 16.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

- 16.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.
- 16.5 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
- 16.6 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of San Bernardino, State of California.
- 16.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.
- 16.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
- 16.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 16.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.
- 16.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

## **17. AUDIT OF RECORDS**

- 17.1 Contractor agrees that City, or its designee, have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide City, or designee, with any relevant information requested and will permit City, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. Contractor further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

17.2 Contractor will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.


**18. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES.**

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the last date signed below.

**CONTRACTOR:**

**WILLIAM BUSH dba TENNIS ANYONE, INC.**

<small>DocuSigned by:</small>  <small>17A1893FAB714D8...</small>	12/18/2024
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<b>Signature</b>	<b>Date</b>
william Bush	CEO

<b>Print Name</b>	<b>Title</b>
15670 Portenza Dr. Fontana, CA 92336	

<b>Business Mailing Address</b>	
909 695-5130	909 625-2060

<b>Cell Phone</b>	<b>Business Phone</b>
coachbill.tennispro@gmail.com	www.Tennisanyone.info

<b>Email Address</b>	<b>Business Website</b>
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**CITY:**  
**CITY OF CHINO HILLS**

<b>Art Bennett</b> <b>Mayor</b>	<b>Date</b>
------------------------------------	-------------

**Attest:**

<b>Cheryl Balz</b> <b>City Clerk</b>	<b>Date</b>
---	-------------

**Approved as to form:**

<b>Mark D. Hensley</b> <b>City Attorney</b>	<b>Date</b>
--	-------------

EXHIBIT A

City of Chino Hills  
Community Services Department  
(INSERT SEASON) RECREATION GUIDE (INSERT YEAR)

PLEASE RETURN NO LATER THAN (INSERT DATE)

Instructor Name: \_\_\_\_\_

Class Code (City Staff provide)	Name of Class	Min/ Max Ages	Start/End Dates (# of weeks)	Start/ End Time	Day(s) of The week	Holidays / Days Off	Min/Max Participant	Location	Fees (Including \$4 admin)	Materials Fee

SAMPLE ONLY -  
DO NOT FILL IN

### Certificate Of Completion

Envelope Id: 13569A6C-423A-4E07-8B7F-F95BED294612

Status: Sent

Subject: Please DocuSign: Tennis Anyone Contract Instructor Agreement with City of Chino Hills

Source Envelope:

Document Pages: 16

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 5

Melissa Armit

AutoNav: Enabled

marmit@chinohills.org

Envelopeld Stamping: Enabled

IP Address: 69.63.82.50

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original

Holder: Melissa Armit

Location: DocuSign

12/18/2024 5:20:11 PM

marmit@chinohills.org

### Signer Events

William Bush

coachbill.tennispro@gmail.com

CEO

Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:

17A1893FAB714D8...

Signature Adoption: Pre-selected Style

Using IP Address: 66.142.216.106

Signed using mobile

### Timestamp

Sent: 12/18/2024 5:33:06 PM

Viewed: 12/18/2024 5:56:57 PM

Signed: 12/18/2024 6:01:30 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/18/2024 5:56:57 PM

ID: 21df8341-ffd0-41af-8952-9bc86df8ad30

Melissa Armit

marmit@chinohills.org

Community Services Manager

Chino Hills

Security Level: Email, Account Authentication (None)

### Completed

Using IP Address: 69.63.82.50

Sent: 12/18/2024 6:01:32 PM

Viewed: 12/19/2024 3:00:24 PM

Signed: 12/19/2024 3:01:06 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheryl Balz

cbalz@chinohills.org

City Clerk

City of Chino Hills

Security Level: Email, Account Authentication (None)

Sent: 12/19/2024 3:01:07 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

City Attorneys

Signing Group: City Attorneys

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheryl Balz

cbalz@chinohills.org

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signer Events	Signature	Timestamp
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Art Bennett  
abennett@chinohills.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Agreement Number Assigners

Signing Group: Agreement Number Assigners  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cheryl Balz  
cbalz@chinohills.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Vanessa Badosa  
vbadosa@chinohills.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kymerly Schluter  
kschluter@chinohills.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/18/2024 5:33:07 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025

FROM: CITY MANAGER      ITEM NO: 17

SUBJECT: AGREEMENT BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF CHINO HILLS FOR VINYL FENCING ALONG CHINO HILLS PARKWAY, STATE ROUTE 142 (SR-142)

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### RECOMMENDATION:

1. Appropriate \$85,000 from the L&L 1-K Woodview Fund.
2. Adopt a Resolution entitled: A RESOLUTION OF THE CITY OF CHINO HILLS, AUTHORIZING APPROVAL OF A PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR VINYL FENCING ALONG THE SOUTH SIDE OF CHINO HILLS PARKWAY IN THE CITY OF CHINO HILLS (08-SBd-142-PM 5.5-5.7) BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS).
3. Authorize the execution of a Project Specific Maintenance Agreement (08-SBd-142-PM 5.5-5.7) for Vinyl Fencing along Chino Hills Parkway (SR-142) between the State of California, acting by and through the Department of Transportation (Caltrans) and the City of Chino Hills, that will obligate the City to maintain and control weeds around the fencing.
4. Determine that the installation and maintenance of Vinyl Fencing along Chino Hills Parkway (SR-142) from Market Place to Ramona Avenue is exempt from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 *et seq.* ("CEQA") pursuant to CEQA Guidelines Section 15301 and 15303 of CEQA Guidelines.

### BACKGROUND/ANALYSIS:

The City is committed to enhancing and beautifying the Chino Hills Parkway corridor by installing vinyl fencing, similar to the fencing used along the equestrian trails. This initiative aims to improve the aesthetic appeal and cohesion of the area, stretching from Market Place to Ramona Avenue. The project involves the installation of approximately 800 linear feet of vinyl fencing, which will not only enhance the visual character of the south side of Chino Hills Parkway but also help integrate the area with the surrounding community. The total cost of the project is estimated to be up to \$85,000, which covers the installation at a rate of \$96 per linear foot, as well as project management, inspection services, and any unforeseen contingencies. To proceed with the project, the City submitted an encroachment permit application to Caltrans on October 10, 2023. Caltrans has reviewed the proposal, and before issuing the permit, they require the City to enter into a Project Specific Maintenance Agreement. This agreement outlines the maintenance responsibilities for the project, as detailed in Caltrans' Project Development Procedures Manual, Chapter 29, Guidelines for Transportation Act, Community Identification, and Gateway Monuments.

Under this agreement, the City will assume responsibility for maintaining the fence, including removing any graffiti and controlling weeds within two feet of the fence line.

**ENVIRONMENTAL (CEQA) REVIEW:**

The installation and maintenance of Vinyl Fencing along Chino Hills Parkway (SR-142), from Market Place to Ramona Avenue has been determined to be exempt from review pursuant to the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 *et seq.*, and CEQA Guidelines Section 15301 for existing structures, because the fencing will be located on the ROW for the existing Chino Hills Parkway, and Section 15303 for new construction of limited structures including accessory structures, because the fencing is accessory to Chino Hills Parkway.

**FISCAL IMPACT:**

The proposed budget amendment will increase the expenditure budget in the Landscape and Lighting - 1-K Woodview Fund by \$85,000 and decrease the projected ending fund balance by \$85,000. There is no impact on the General Fund with this item.

**REVIEWED BY OTHERS:**

This item has been reviewed by the Finance Director and City Attorney.


**LEVINE ACT DETERMINATION:**

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Daniel Bobadilla  
Director of Public Works/City Engineer

Attachments Resolution  
Agreement

RESOLUTION NO. 2025R-\_\_\_\_\_

A RESOLUTION OF THE CITY OF CHINO HILLS, AUTHORIZING APPROVAL OF A PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR VINYL FENCING ALONG THE SOUTH SIDE OF CHINO HILLS PARKWAY IN THE CITY OF CHINO HILLS (08-SBd-142-PM 5.5-5.7) BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the City of Chino Hills intends to construct Vinyl Fencing within Caltrans right-of-way on State Route 142 within the incorporated territory of the City of Chino Hills, hereinafter referred to as "PROJECT"; and

WHEREAS, on October 10, 2023, the City of Chino Hills submitted an encroachment permit application for the PROJECT to Caltrans; and

WHEREAS, the City of Chino Hills and Caltrans mutually desire to enter into a Project Specific Maintenance Agreement as provided by Caltrans to identify maintenance responsibilities of the PROJECT, which may be terminated by timely mutual written consent of the parties or by Caltrans for cause; and

WHEREAS, Caltrans has requested a resolution of adoption of the Project Specific Maintenance Agreement for the PROJECT along with an accounting of the vote.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1. That the foregoing recitations are true and correct.

SECTION 2. The City Council approves the Project Specific Maintenance Agreement for the PROJECT.

SECTION 3. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

---

ART BENNETT, MAYOR

ATTEST:

---

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

---

MARK D. HENSLEY, CITY ATTORNEY

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

I, CHERYL BALZ, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2025R-\_\_ was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 14th of January 2025, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, on the day and year last written below.

\_\_\_\_\_  
CHERYL BALZ, CITY CLERK

\_\_\_\_\_  
DATE

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
WITH CITY OF CHINO HILLS**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of CHINO HILLS; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. Encroachment Permit Number \_\_\_\_\_ was executed between CITY and STATE on \_\_\_\_\_ to construct, and operate vinyl fence on State Route 142 (SR-142), consisting of 2 foot x 6 inch polyvinyl chloride (PVC) rails, 5 inch x 5 inch PVC posts, pad lockable latch, gate hinges, 5 inch square PVC post caps, and concrete footings hereinafter referred to as "PROJECT";
2. In accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement; and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PROJECT constructed within the STATE right of way under Encroachment Permit Number \_\_\_\_\_.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings, that delineates and describes the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A or B by a mutual written execution of the exhibit.
3. CITY must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

4. CITY, at CITY's expense, will entirely maintain the 2 foot x 6 inch PVC rails, 5 inch x 5 inch PVC posts, pad lockable latch, gate hinges, 5 inch square PVC post caps, and concrete footings.
  - 4.1. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.
  - 4.2. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Location shown in Exhibit A.
5. CITY shall engage in weed abatement operations. CITY shall control weeds at a level acceptable to STATE within 2 feet adjacent to vinyl fence. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, STATE District Office (address).

Caltrans District 8 - Division of Maintenance MS 1108  
464 W. 4<sup>th</sup> Street  
San Bernardino Ca 92401.

6. CITY, at CITY's sole cost and expense, shall remove all graffiti from the PROJECT. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06. CITY shall discuss such possible graffiti removal with STATE's District 08 Transportation Art Coordinator before conducting any graffiti removal or remediation.

## 7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 7.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully



defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

7.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

## 8. PREVAILING WAGES:

8.1. Labor Code Compliance - If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

8.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

## 9. INSURANCE

9.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed

copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

9.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause., CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 10 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF CHINO HILLS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Art Bennett  
Mayor

Initiated and Approved

By: \_\_\_\_\_  
Benjamin Montgomery  
City Manager

By: \_\_\_\_\_  
Joe Solis  
Deputy District Director  
Maintenance District 08

ATTEST:

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

Plan map identifying the applicable SR-142 highway proper and city facilities.

Dist	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
08	SBd	142	5.5 - 5.7	1	2

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
FOR VINYL FENCE WITH THE CITY OF CHINO HILLS**



LOCATION : SR - 142 CHINO HILLS PARKWAY

**EXHIBIT "A"**

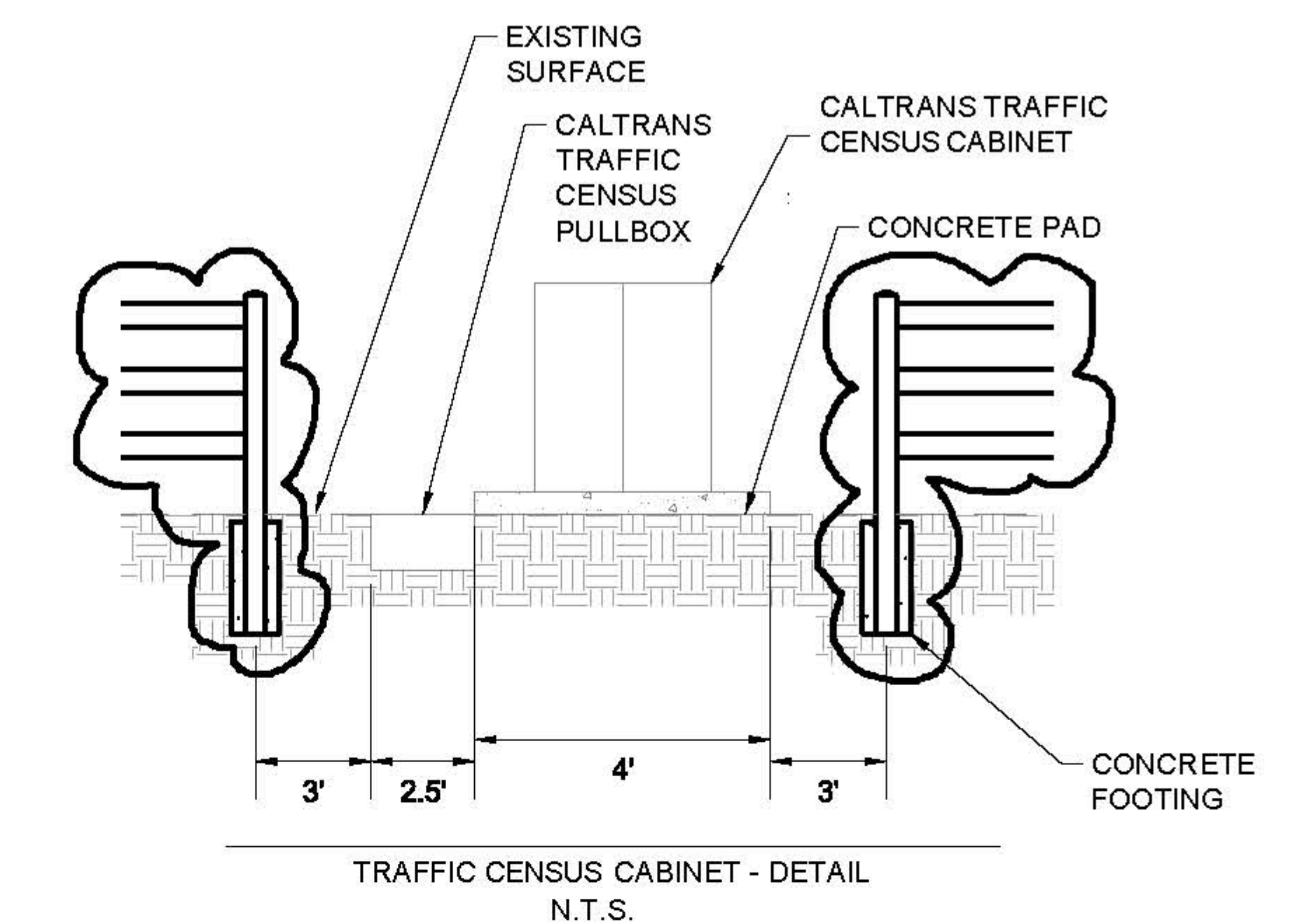
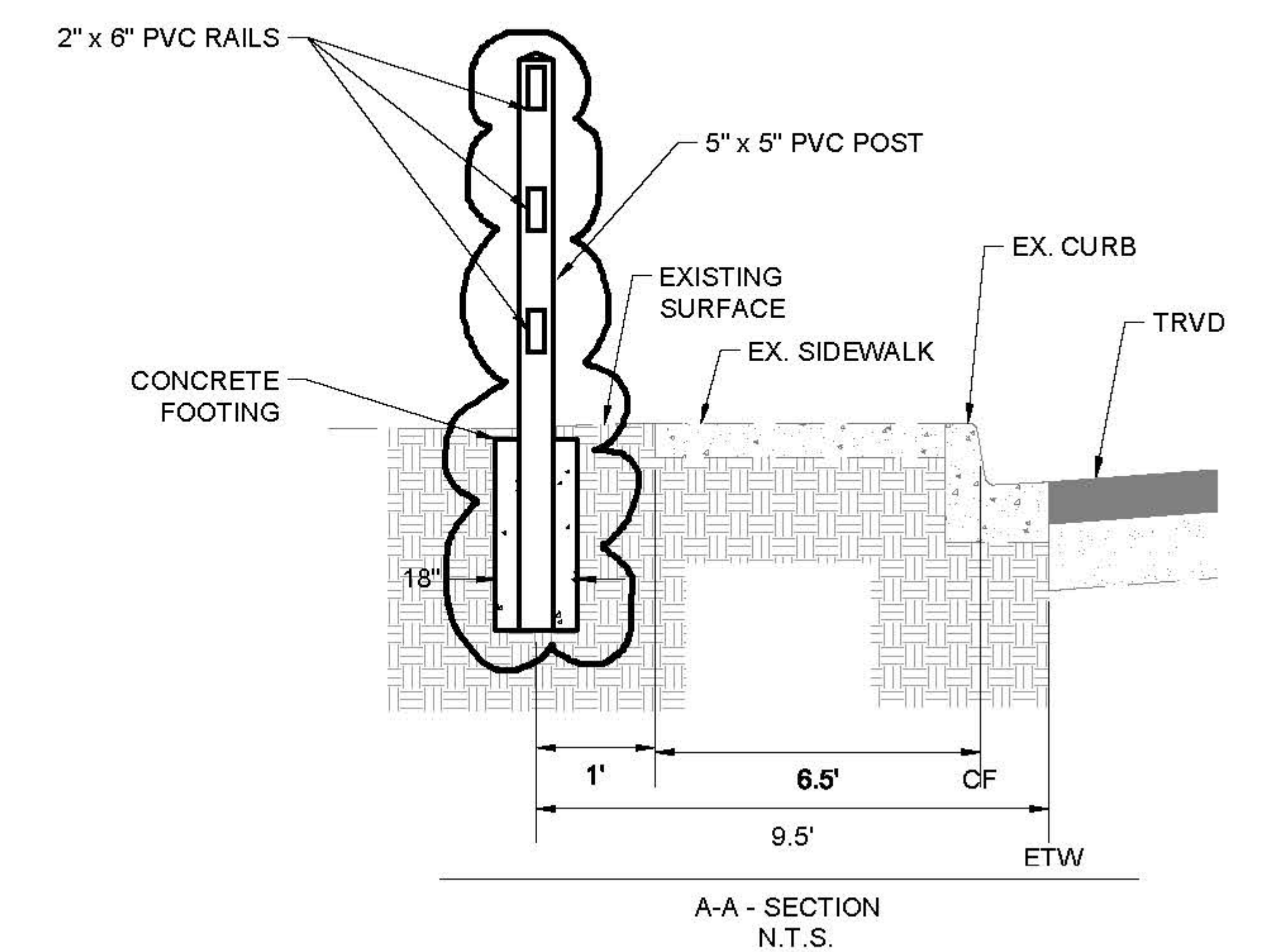
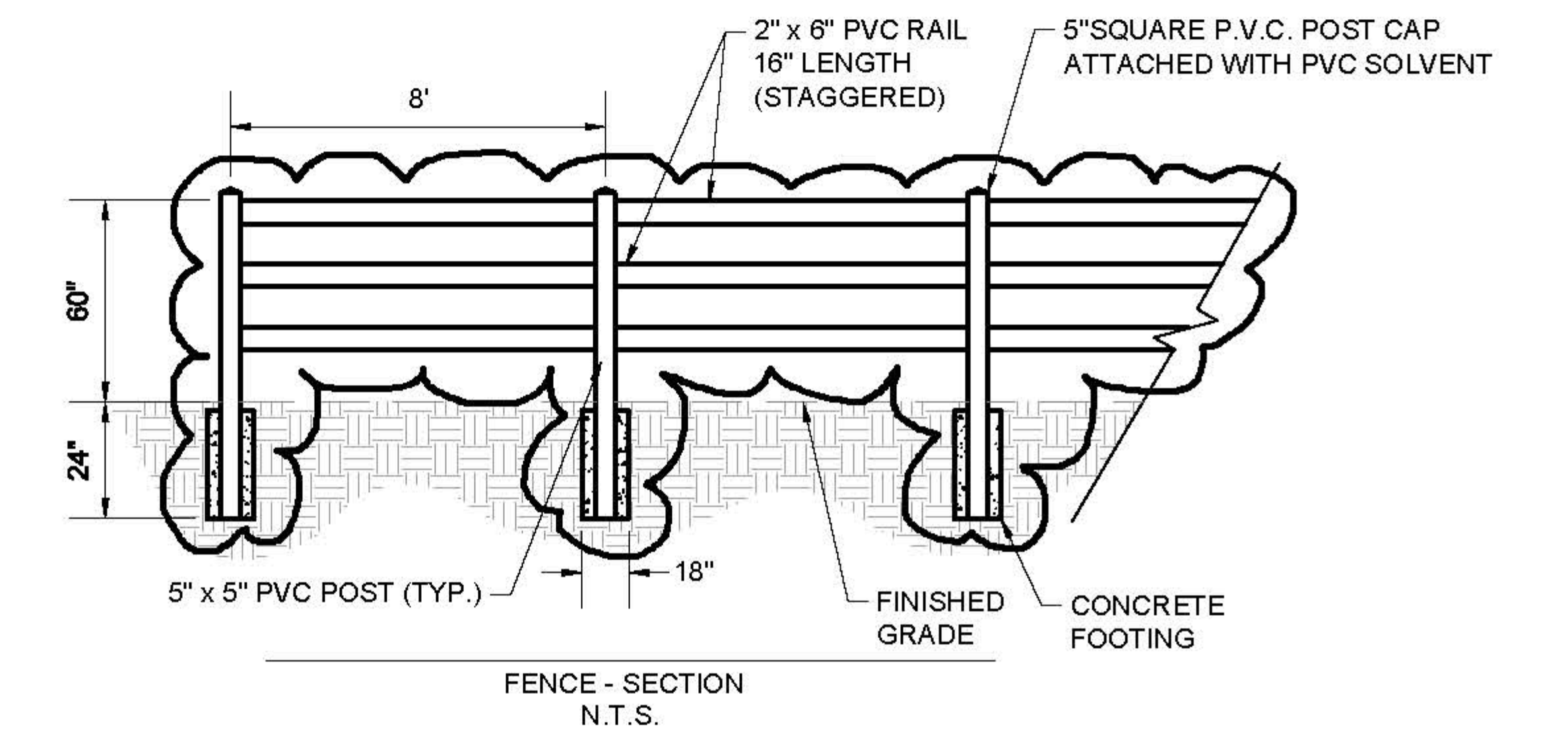
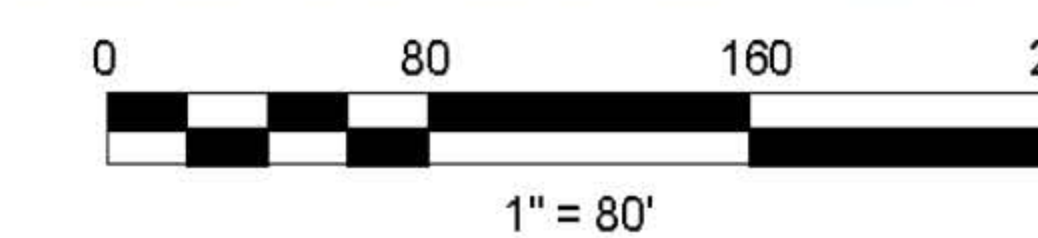
SHEET 1 OF 2  
NOT TO SCALE

Dist	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
08	SBd	142	5.5 - 5.7	2	2

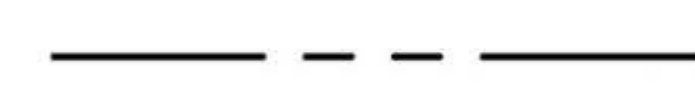
# PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR VINYL FENCE WITH THE CITY OF CHINO HILLS

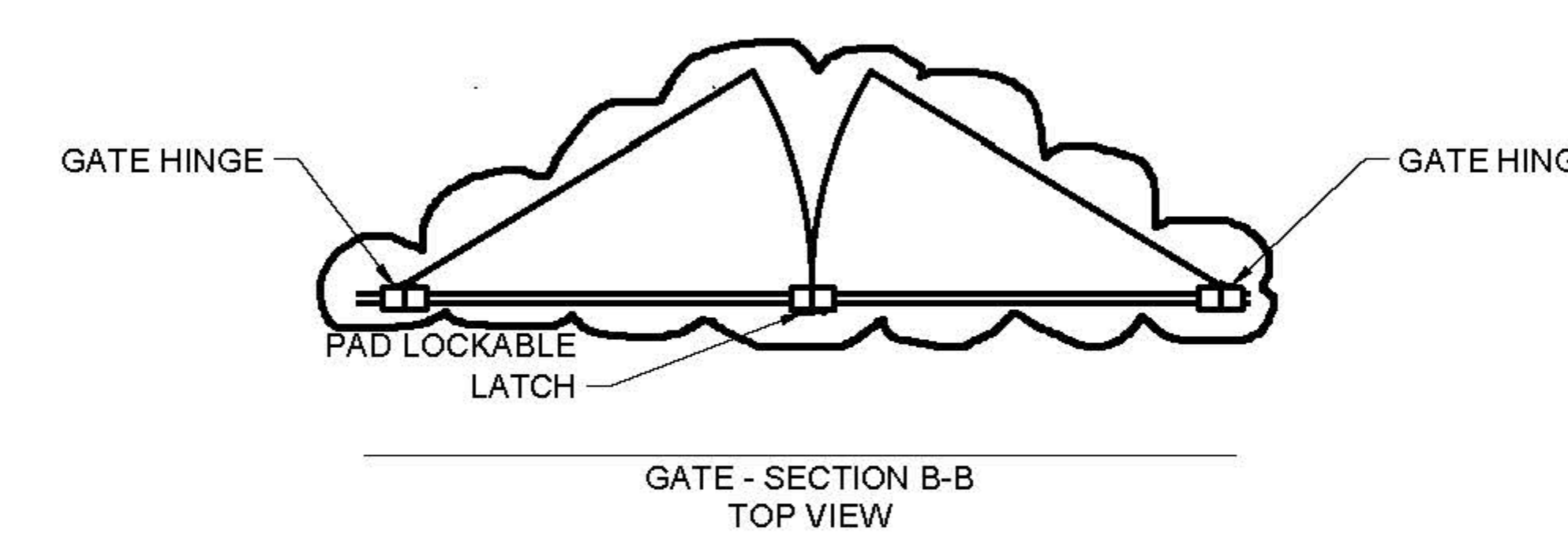
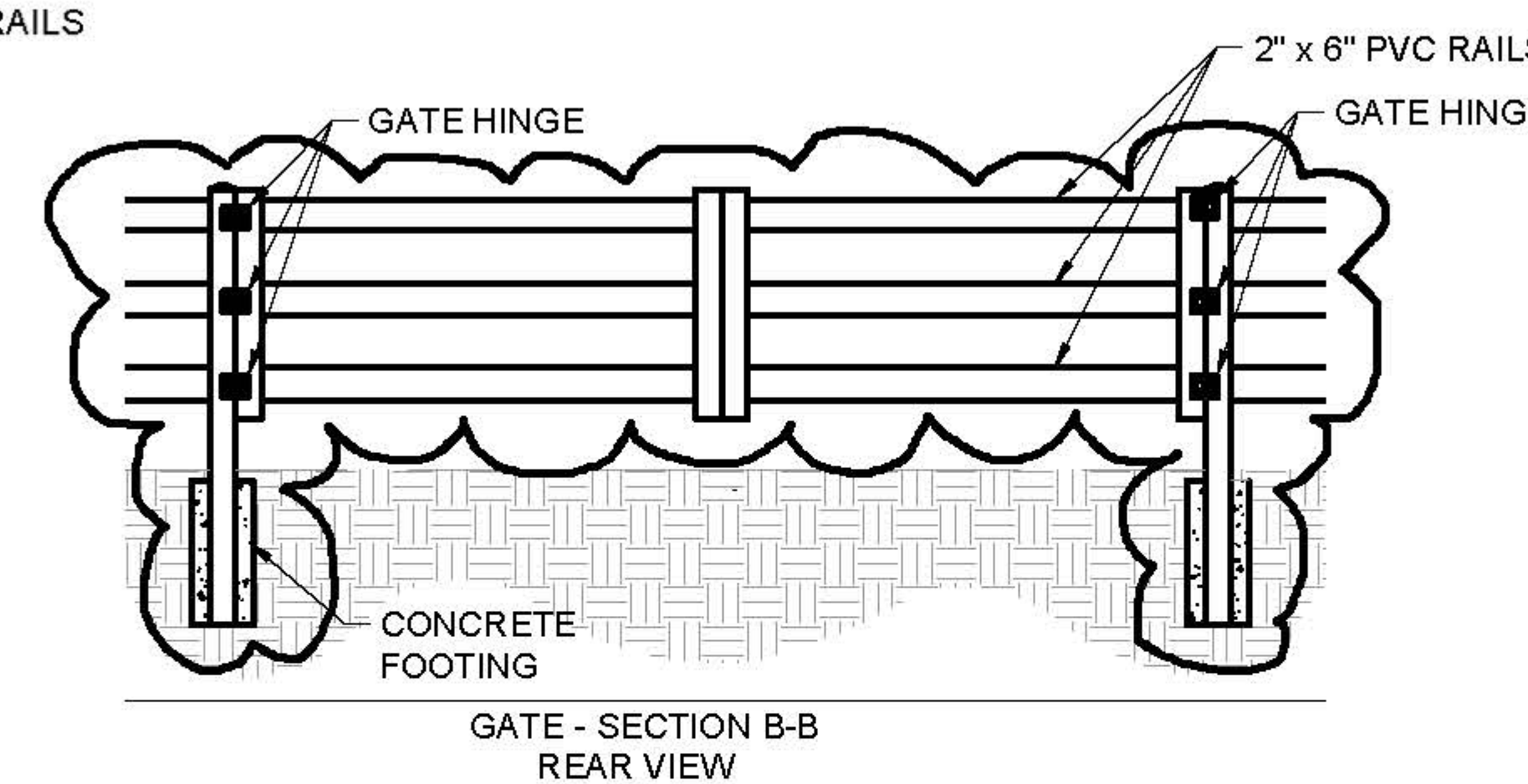
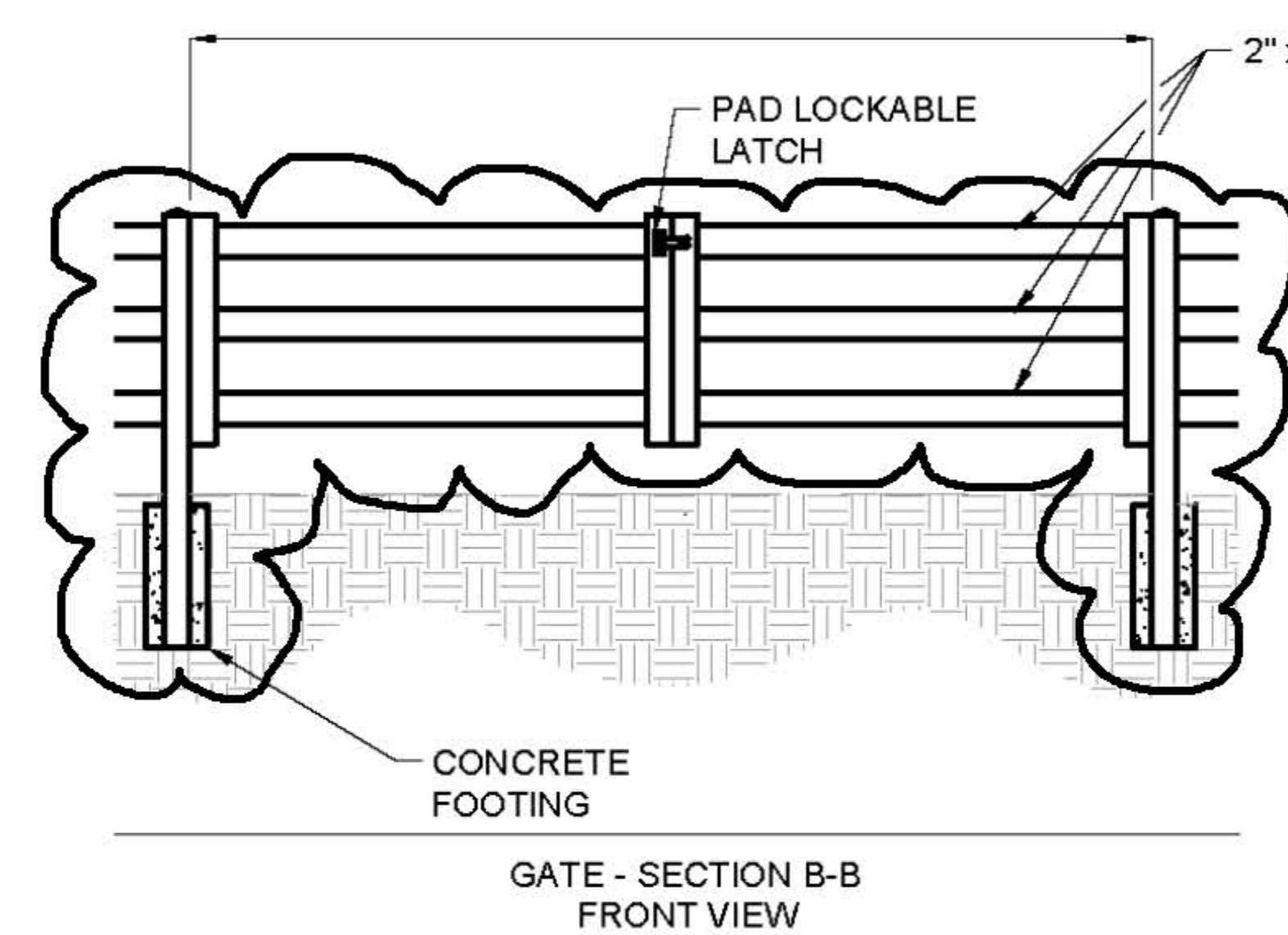


\*TOTAL VINYL FENCE LENGTH = 785 FT



## LEGEND

-  AREA WITHIN STATE RIGHT OF WAY LIMITS TO BE MAINTAINED BY CITY OF CHINO
-  STATE RIGHT OF WAY



LOCATION : SR - 142 CHINO HILLS PARKWAY

## EXHIBIT "A"

SHEET 2 OF 2  
NOT TO SCALE

**EXHIBIT B**



California Department of Transportation District 8

\_\_\_\_\_20\_\_

ATTN: Joe Solis, Deputy District Director, Maintenance  
494 W. Fourth Street  
San Bernardino, Ca 92401, MS 1206

RE: Statement of Self Insurance for City of Chino Hills Related to Project Specific Maintenance Agreement with State of California Department of Transportation (“STATE”) for the vinyl fence along State Route 142 at PM 5.5-5.7.

Dear Mr. Solis:

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 9 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Benjamin Montgomery  
City Manager





# COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025

FROM: CITY MANAGER      ITEM NO: 18

SUBJECT: AWARD OF CONTRACT - CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT

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## RECOMMENDATION:

1. Award a contract to Golden Coast Construction in the amount of \$400,166.95 for the City Yard Exterior Staff Restroom Addition Project.
2. Authorize the City Manager, at his discretion, to approve cumulative change orders up to 10% (\$40,016.70) of the awarded contract amount.
3. Determine the project to be exempt as Class 3 Categorical Exemption from review under the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq. ("CEQA"), pursuant to Section 15303 of CEQA Guidelines.

## BACKGROUND/ANALYSIS:

On September 24, 2024, the City Council approved the plans and specifications for the City Yard Exterior Staff Restroom Addition Project and authorized staff to solicit bids.

The project is comprised of the installation of a prefabricated restroom adjacent to an existing storage building located at the City Yard. The project also includes the construction of a concrete pad, the reconstruction of asphalt pavement around the proposed concrete pad, and the completion of necessary improvements for the connection of water and sewer for the restroom.

On October 24, 2024, two bids were received and are summarized as follows:

Contractor	Bid Amount
Golden Coast Construction	\$ 400,166.95
Corner Keystone Construction Corporation	\$ 488,820.00

Golden Coast Construction was announced as the apparent low bidder at the bid opening. The licensing and bonding information included in their bid has been reviewed and meets the minimum requirements. Therefore, staff recommends that the City Council award a contract in the amount of \$400,166.95 to Golden Coast Construction.

## ENVIRONMENTAL (CEQA) REVIEW:

This project has been determined to be exempt as a Class 3 Categorical Exemption (New Construction or Conversion of Small Structures), pursuant to Section 15303 of CEQA Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code Section 21000 et seq.

**FISCAL IMPACT:**

The total estimated cost for this project is as follows:

<b>Item Description</b>	<b>Amount</b>
ERSC, Inc. Contract (Design Services)	\$ 48,300.00
Golden Coast Construction Contract	400,166.95
Construction Contingencies (10%)	40,016.70
Inspection & Testing	6,516.35
<b>Total</b>	<b>\$ 495,000.00</b>

The current Capital Improvement Program has \$495,000 budgeted for the City Yard Exterior Staff Restroom Addition Project. The funding available for this project is as follows:

<b>Project No.</b>	<b>Funding Source</b>	<b>Amount</b>
PF24001	General Fund	\$ 87,565
PF24001	Landscape & Lighting Admin	30,195
PF24001	Sewer Utility	138,353
PF24001	Water Utility	238,887
	<b>Total Project Funding</b>	<b>\$ 495,000</b>

**REVIEWED BY OTHERS:**

This agenda item has been reviewed by the Finance Director and City Attorney.


**LEVINE ACT DETERMINATION:**

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Daniel Bobadilla  
Director of Public Works/City Engineer

Attachments Agreement

**AGREEMENT NO.  
PUBLIC CONSTRUCTION AGREEMENT**

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT - NO. PF24001**

This AGREEMENT is entered into as of the date last signed below, by and between the CITY OF CHINO HILLS, a California municipal corporation and general law city (“THE CITY”) and G COAST ENTERPRISE INC. DBA GOLDEN COAST CONSTRUCTION, a California corporation (“THE CONTRACTOR”).

**1. WORK.**

- 1.1 THE CONTRACTOR will provide all work required by the Contract Documents (the “Work”). THE CONTRACTOR agrees to do additional work if ordered by THE CITY in accordance with the Contract Documents.
- 1.2 THE CONTRACTOR and THE CITY agree to abide by the terms and conditions contained in the Contract Documents;
- 1.3 THE CONTRACTOR will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; incidentals for all work involved; and all matters whatsoever (except as otherwise expressly specified to be furnished by THE CITY) needed to perform and complete the Work and provide the services required of THE CONTRACTOR by the Contract Documents.
- 1.4 “Contract Documents” means this Contract and the following documents, whether created before or after contract execution:

Documents created before contract execution:

- Notice Inviting Bids;
- Instructions to Bidders;
- Supplementary Instructions to Bidders;
- Bid Proposal;
- Bid Bond;
- Exhibit A - Insurance Requirements;
- Exhibits (Other): \_\_\_\_\_
- Project Specifications (Document entitled, “Notice to Bidders, Proposal, Contract, and Special Provisions including appendices, and addenda) (by reference);
- Project Design Plans;
- Technical Specifications;
- Supplementary Conditions;
- List of Drawings;
- Drawings;
- Standard Specifications For Public Works Construction, 2024 ed. (“Greenbook”) (by reference);

- Standard Plans For Public Works Construction, 2021 ed. (SPPWC) (by reference);
- City of Chino Hills Standard Drawing and Specifications (by reference);

Documents created after contract execution:

- Labor and Material Payment Bond (by reference);
- Performance Bond (by reference);
- Notice to Proceed (by reference);
- Notice of Completion (by reference);
- Change Orders and Work Change Directives (if applicable);
- Public Improvement Warranty Bond (if applicable);
- As-Built Plans / Record Drawings (upon completion, if applicable); and

Documents created before or after execution:

- All other documents identified in the Contract Documents, which together form the contract between THE CITY and THE CONTRACTOR for the Work.

The Contract Documents constitute the complete agreement between THE CITY and THE CONTRACTOR.

- 2. CONTRACT SUM.** THE CITY agrees to pay THE CONTRACTOR a sum not to exceed \$400,166.95 for the Work in the manner set forth in the Contract Documents. THE CITY may adjust this amount as set forth in the Contract Documents. Payment shall not be made more often than once every 30 days, nor shall an amount paid be in excess of 95 percent of the contract at the time of completion. Final payment will be made within 45 days after the project is accepted as complete by the City Council or City Manager. THE CONTRACTOR may, upon THE CONTRACTOR'S written request, and if approved by the City Council or City Manager, at THE CONTRACTOR'S expense, deposit substitute securities, as stated in Government Code section 16430, and as authorized by Public Contract Code section 22300, in lieu of retention monies withheld to ensure performance.
- 3. SECURITIES.** Within 10 working days of the Contract date, THE CONTRACTOR shall furnish a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company admitted and authorized to do business in California as such and satisfactory to THE CITY. Upon filing the Notice of Completion, THE CONTRACTOR shall be required to maintain a labor and material payment bond for a period of seven (7) months. Additionally, the faithful performance bond amount shall be reduced to an amount equal to fifteen percent (15%) of the contract price and shall remain in effect until the end of all warranty periods set forth in the Contract Documents, or, if no warranty period is specified, for a period of twelve (12) months after filing of the Notice of Completion. (Note: Securities are not required if contract

amount is less than \$25,000.) To the extent that the requirements set forth in Section 1-7.2 of the Greenbook do not conflict with this section, the requirements of Section 1-7.2 apply to this Agreement.

- 4. INDEMNIFICATION AND DEFENSE.** THE CONTRACTOR will bear all losses and damages directly or indirectly resulting to it, to THE CITY, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever. THE CONTRACTOR agrees to indemnify, defend, and hold THE CITY, its employees, agents, officials, officers, volunteers, and engineer (collectively, "Indemnitees") harmless against any and all claims arising from THE CONTRACTOR'S acts or omissions and for any costs or expenses incurred by THE CITY, or its agents, officers, officials, volunteers, and employees, or engineer on account of any claim, therefore. THE CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of THE CITY under any provision of this Agreement, THE CONTRACTOR shall not be required to indemnify and hold harmless THE CITY for liability attributable to the active negligence of indemnitees, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where an Indemnitee is shown to have been actively negligent and where Indemnitee's active negligence accounts for only a percentage of the liability involved, the obligation of THE CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the Indemnitee. In accordance with Civil Code § 2782, nothing in this section will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of THE CITY, or its agents, servants or independent contractors who are directly responsible to THE CITY, or for defects in design furnished by such persons. The requirements as to the types and limits of insurance coverage to be maintained by THE CONTRACTOR as required by the Contract Documents, and any approval of such insurance by THE CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by THE CONTRACTOR pursuant to the Contract Documents, including, without limitation, the provisions concerning indemnification. No act by THE CITY, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve THE CONTRACTOR or anyone else from any legal responsibility, obligation or liability he might otherwise have. This provision shall survive the termination of this Agreement.
- 5. INSURANCE.** THE CONTRACTOR must secure and maintain throughout the term of the Agreement the types of insurance coverage and corresponding policy limits detailed in the attached **EXHIBIT A – INSURANCE REQUIREMENTS**, incorporated hereon into this Agreement by this reference.

## 6. TIME FOR PERFORMANCE.

- 6.1 THE CONTRACTOR will fully complete the Work within **60 working days** (the "Contract Time").
- 6.2 The Contract Time will commence when THE CITY issues a Notice to Proceed. The Contract Documents will supersede any conflicting provisions included on the Notice to Proceed issued pursuant to this Contract.
- 6.3 THE CONTRACTOR may not perform any Work until THE CITY gives THE CONTRACTOR a signed Notice to Proceed. THE CONTRACTOR shall commence the work required by this Agreement within 10 calendar days of the date specified in the Notice to Proceed.
- 6.4 By signing this Agreement, THE CONTRACTOR represents to THE CITY that the Contract Time is reasonable for completion of the Work and that THE CONTRACTOR will complete the Work within the Contract Time.
- 6.5 Should THE CONTRACTOR begin the Work before receiving written authorization to proceed, any such Work is at THE CONTRACTOR'S own cost and risk.

**7. LIQUIDATED DAMAGES.** THE CITY and THE CONTRACTOR have discussed the provisions of Government Code section 53069.85 and the damages that may be incurred by THE CITY if the Work is not completed within the time specified in this Agreement. THE CITY and THE CONTRACTOR hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by THE CITY if the Work is not completed within the number of working days allowed. Accordingly, THE CITY and THE CONTRACTOR agree that the sum of \$500 per calendar day is a reasonable sum to assess as damages incurred by THE CITY by reason of the failure of THE CONTRACTOR to complete the Work within the time specified. Such sum is liquidated damages, shall not be construed as a penalty, and may be deducted from payments due THE CONTRACTOR if such delay occurs.

**8. SUBSTITUTION OF SUBCONTRACTORS; COSTS.** THE CONTRACTOR hereby agrees to reimburse THE CITY for costs incurred by THE CITY in the substitution of subcontractors. Where a hearing is held by the awarding authority or duly appointed hearing officer pursuant to the provisions of Chapter 4, Part 1, Division 2 of the Public Contract Code (commencing with Section 4100), the City Clerk of the City of Chino Hills shall prepare and certify a statement of all costs incurred by THE CITY for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to THE CONTRACTOR, who shall reimburse THE CITY for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to THE CONTRACTOR prior to acceptance of the project. Any substituted subcontractor must agree to the original prices in this Agreement.

**9. THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, THE CITY will promptly inform THE CONTRACTOR regarding third-party claims against THE CONTRACTOR, but in no event later than ten (10) business days after THE CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, THE CONTRACTOR agrees to indemnify and defend THE CITY against any third-party claim.

**10. TAXPAYER IDENTIFICATION NUMBER.** THE CONTRACTOR will provide THE CITY with a Taxpayer Identification Number.

**11. PERMITS AND LICENSES.** Unless otherwise provided, THE CONTRACTOR, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work. Prior to the award of contract, THE CONTRACTOR must obtain a City Business License. THE CONTRACTOR acknowledges and agrees that THE CONTRACTOR must have all appropriate contractor's licenses. THE CONTRACTOR further warrants and represents that it has the appropriate contractor's license to pursue the work required hereunder. THE CONTRACTOR'S failure to have or maintain all appropriate licenses during the entire term of this Agreement, or any period thereof, shall be, in addition to any and all other remedies or other consequences provided by law, cause for the immediate and summary termination of this Agreement by THE CITY. THE CONTRACTOR shall be liable for all of THE CITY'S costs to complete the work under this Agreement.

**12. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs, and reports prepared by THE CONTRACTOR under the Contract Documents are THE CITY'S property. THE CONTRACTOR may retain copies of said documents and materials as desired but will deliver all original materials to THE CITY upon THE CITY'S written notice.

**13. INDEPENDENT CONTRACTOR.** THE CITY and THE CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with THE CITY. THE CONTRACTOR is not an agent or employee of THE CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits THE CITY provides for its employees. Any provision in this Agreement that may appear to give THE CITY the right to direct THE CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that THE CONTRACTOR will follow the direction of THE CITY as to end results of the work only.

**14. AUDIT OF RECORDS.** THE CONTRACTOR will maintain full and accurate records with respect to all services and matters covered under this Agreement. THE CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings, and activities. THE CONTRACTOR will retain such financial

and program service records for at least three (3) years after termination or final payment under the Contract Documents.

**15. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below:

THE CITY

City of Chino Hills  
Attention: City Clerk  
14000 City Center Drive  
Chino Hills, CA 91709  
Email: [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

THE CONTRACTOR

Golden Coast Construction  
Attention: Steve Nolin  
1040 S. Cypress St., Unit J  
La Habra, CA 90631  
Email: [steve@gcoastconstruction.com](mailto:steve@gcoastconstruction.com)

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving written notice in the manner prescribed in this paragraph.

**16. NO THIRD-PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of THE CONTRACTOR and THE CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of THE CONTRACTOR'S or THE CITY'S obligations under this Agreement.

**17. INTERPRETATION.** This Agreement was drafted in the State of California and will be construed in accordance with the laws of the State of California. The exclusive venue for any action involving this Agreement will be in San Bernardino County. This Agreement has been negotiated and prepared by the parties and their respective counsel. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

**18. DISPUTES.** Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contracts Code §§ 9204, 10240-10240.13. If no Security is provided pursuant to Section 3 of this Agreement (because the Contract Sum in Section 2 of this Agreement is less than \$25,000), then Section 6-7 of the Greenbook shall be read to remove any requirement to notify its Surety and Section 6-7.4 and 6-7.5 are deleted.



- 19.EFFECT OF CONFLICT.** In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed in the Special Provisions.
- 20.SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
- 21.AUTHORITY.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.
- 22.MODIFICATION.** The agreement set forth in the Contract Documents contains the final, entire, and exclusive agreement between the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing signed by the parties. The City's Mayor or the City Manager may execute any such amendment or modification on THE CITY'S behalf.
- 23.COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
- 24.CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
- 25.TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.
- 26.EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** the parties hereto have executed this agreement the day and year last signed below.

**CITY OF CHINO HILLS**

**G COAST ENTERPRISE INC. DBA  
GOLDEN COAST CONSTRUCTION**

\_\_\_\_\_  
**Art Bennett  
Mayor**

Signed by:  
*Stephen Nolin*  
6DB85AC09D9146E...  
\_\_\_\_\_  
**(Signature)**

**ATTEST:**

\_\_\_\_\_  
Stephen Nolin President  
**(Printed Name/Title)**

\_\_\_\_\_  
**Cheryl Balz  
City Clerk**

\_\_\_\_\_  
12/6/2024  
**(Date)**

**(Date)**

Signed by:  
*Julia Nolin*  
C6F5D023D583418...  
\_\_\_\_\_  
**(Signature)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Julia Nolin Secretary  
**(Printed Name/Title)**

\_\_\_\_\_  
**Mark D. Hensley  
City Attorney**

\_\_\_\_\_  
12/6/2024  
**(Date)**

## EXHIBIT A INSURANCE REQUIREMENTS

Subsection 5-4, Insurance, of the Standard Specifications For Public Works Construction, latest ed. (“Greenbook”), is deleted in its entirety and replaced by the following subsections:

INSURANCE. THE CONTRACTOR must procure and maintain for the duration of the contract the following insurance coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by THE CONTRACTOR, its agents, representatives, employees, or subcontractors:

<u>COVERAGES/ TYPE OF INSURANCE</u>	<u>LIMITS*</u>
1. Commercial General Liability:	
a) Each Occurrence	\$2,000,000
b) Aggregate	\$4,000,000
2. Automobile Liability:	
a) Combined Single Limit (Each Accident)	\$2,000,000
3. Workers Compensation:	
a) Each Accident	\$1,000,000

*\*The city has the option to increase the limits as required for more complex and major waterworks, sanitation, and road pavement projects.*

Within ten calendar days of the Contract date, THE CONTRACTOR will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to THE CITY.

Liability policies will contain, or be endorsed to contain the following provisions:

**GENERAL LIABILITY AND AUTOMOBILE LIABILITY:**

THE CITY, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of THE CONTRACTOR; products and completed operations of THE CONTRACTOR; premises owned, occupied, or used by THE CONTRACTOR; or automobiles owned, leased, hired, or borrowed by THE CONTRACTOR. The coverage will contain no special limitations on the scope or protection afforded to THE CITY, its officers, officials, employees, agents, or volunteers. The policy shall provide coverage for ongoing and completed operations.

THE CONTRACTOR'S insurance coverage will be primary insurance as respects THE CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by THE CITY, its officers, officials, employees, agents, and volunteers will be excess of THE CONTRACTOR'S insurance and will not contribute with it.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to THE CITY, its officers, officials, employees, agents, and volunteers.

THE CONTRACTOR'S insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against THE CITY, its officers, officials, employees, volunteers, contractors, agents, and subcontractors for losses arising from work performed by THE CONTRACTOR for THE CITY.

#### ALL COVERAGES:

THE CONTRACTOR'S insurance coverage will be primary insurance as respects THE CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by THE CITY, its officers, officials, employees, agents, and volunteers will be excess of THE CONTRACTOR'S insurance and will not contribute with it.

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK  
City of Chino Hills  
14000 City Center Drive  
Chino Hills, CA 91709  
Email: [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) day notification for non-payment of premium. THE CONTRACTOR will provide THE CITY with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims-made basis will be rejected. Any deductibles or self-insured retentions must be declared to and approved by THE CITY. The insurer will provide an endorsement to THE CITY eliminating such deductibles or self-insured retentions as respects THE CITY, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, THE CONTRACTOR will furnish to THE CITY certificates of insurance and endorsements on forms acceptable to THE CITY'S City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and

other evidence of coverage or copies of policies as may be reasonably required by THE CITY from time to time. Endorsements must be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, the policies furnished by THE CONTRACTOR shall be issued by an insurance company authorized by the Insurance Commissioner to transact business in the State of California. The insurance company shall have a policy holder rating of "A-" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's. Worker's compensation insurance policies must meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for THE CONTRACTOR. THE CONTRACTOR will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or THE CONTRACTOR will furnish THE CITY an endorsement including all subcontractors as insureds under its policies.

The cost of such insurance will be included in the various items of work in THE CONTRACTOR'S bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided, or suspended, THE CONTRACTOR agrees that THE CITY may arrange for insurance coverage as specified, and THE CONTRACTOR further agrees that administrative and premium costs may be deducted from payments due to THE CONTRACTOR. THE CONTRACTOR will not be allowed to work until alternate coverage is arranged.

The policies shall be endorsed to provide that the insurer waives all rights of subrogation against THE CITY, its officers, officials, employees, volunteers, contractors, subcontractors, agents, and representatives.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

CITY OF CHINO HILLS

NOTICE TO BIDDERS, PROPOSAL, CONTRACT,

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION OF THE

CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT  
PROJECT NO. PF24001

IN THE CITY OF CHINO HILLS, CALIFORNIA



September 25, 2024

Prepared By:

Engineering Resources of Southern California, Inc  
and  
City of Chino Hills Public Works Department

## CITY OF CHINO HILLS

The Special Provisions contained herein have been prepared by, or under the direct supervision of, the following Engineer:

Engineer: John M. Brudin

Title: President/Project Manager

Name of Firm: Engineering Resources of Southern California

Registered Civil Engineer: RCE license #41836

Approved By:

---

Daniel Bobadilla, P.E., Public Works Director/ City Engineer  
RCE No. 68495, exp. 09/30/2025

**CITY OF CHINO HILLS  
NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS**

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CITY OF CHINO HILLS

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

**PART I - BIDDING AND CONTRACTUAL DOCUMENTS AND FORMS**

1.1 Notice Inviting Bids

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1.4 Agreement and Bonds

1.4.1 Agreement Form

1.4.2 Worker's Compensation Certificate

1.4.3 Performance Bond

1.4.4 Payment Bond

1.4.5 Certificates of Insurance & Endorsement

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CITY OF CHINO HILLS

**1.1 NOTICE INVITING BIDS**

**For construction of the**

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

**1.1.1 NOTICE IS HEREBY GIVEN** that sealed bids for the above entitled project will be received at the City Clerk's Office of the City of Chino Hills, 14000 City Center Drive, Chino Hills, California 91709 until 2:00 p.m. Pacific Time, on **October 24, 2024**, at which time they will be opened and read aloud.

**1.1.2 DESCRIPTION OF THE WORK:** The Work comprises, but is not limited to: the installation of a prefabricated restroom adjacent to an existing storage building located at 15091 La Palma Drive, Chino, CA 91710. General work will include the construction of a concrete pad, the reconstruction of asphalt pavement around the proposed concrete pad, and necessary improvements for the connection of water and sewer for the restroom.

*Note to Prospective Bidder:*

*The Contractor is required to complete a Bidder's Qualification Form & Contractor's Project Listing (included in Section 1.3 Bid Documents) certifying that they have met the minimum acceptable experience for performing the necessary work.*

Said work shall be diligently prosecuted to completion before the expiration of **sixty (60) working days**, from the dated specified in a written Notice to Proceed from the City.

Per Section VI of City of Chino Hills Agreement, the City and Contractor agree that the sum of **five hundred dollars (\$500.00) per calendar day is a reasonable sum to assess as damages** to City by reason of the failure of Contractor to complete the Work within the time specified.

**1.1.3 AWARD OF CONTRACT:**

(a) The City of Chino Hills reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, as it may best serve the interest of the City of Chino Hills.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

**1.1.4 BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of ten (10) percent of the total bid price, payable to the City of Chino Hills.

**1.1.5 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid Class B Contractor's license at the time of submitting bids.

**1.1.6 CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available from the State of California Department of Industrial Relations web site: <http://www.dir.ca.gov/OPRL/PWD/Southern.html>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

**1.1.7 PUBLIC WORKS CONTRACTOR REGISTRATION REQUIREMENTS:** Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered with the DIR. No contractor or subcontractor may engage in the performance of any contract for public work unless currently registered with the DIR. No contractor or subcontractor may be awarded a contract for public work on a public project unless currently registered with the DIR.

**1.1.8 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**1.1.9 MANDATORY PRE-BID MEETING:** Prospective bidders are required to attend a pre-bid meeting which will be conducted by the City at 9:00 a.m. on October 3, 2024. Failure to participate in the pre-bid meeting will render a bidder non-responsive.

**1.1.10 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:**

- (a) Contract Documents are available on the City's website.

**1.1.11 ADDRESS AND MARKING OF BIDS:** Bids may be mailed or delivered. The envelope enclosing the Bid shall be sealed and addressed to:

City of Chino Hills  
Attention: City Clerk  
14000 City Center Drive  
Chino Hills, California 91709

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "Bid For:" followed by the title of the Project and the date and hour of opening Bids.

The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

BY ORDER OF THE CITY COUNCIL, CITY OF CHINO HILLS, CALIFORNIA  
CHERYL BALZ, CITY CLERK  
Date: October 24, 2024  
City of Chino Hills

## CITY OF CHINO HILLS

### 1.2 INSTRUCTIONS TO BIDDERS

**1.2.1 DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General and Special Provisions. The term "Bidder" shall mean one who submits a Bid directly to the City of Chino Hills as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Special Provisions.

**1.2.2 COMPETENCY OF BIDDERS** - In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing of the Bidder, but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," bound herein. Except as otherwise provided under Public Contract Code §20103.5, no Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of opening Bids.

**1.2.3 DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

#### 1.2.4 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE -

(a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Engineer in the preparation of the Contract Documents. However, such reports are NOT a part of the Contract Documents. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are NOT part of the Contract Documents, but any technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Special Provisions.

(d) Subject to the provisions of Section 4215 of the California Government Code, information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not

assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

**1.2.5 INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer by October 11, 2024. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or the City as having received the Contract Documents. Questions received after October 11, 2024 may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect. Any questions pertaining to the project must be submitted in writing.

**1.2.6 BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City of Chino Hills and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the

City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

**1.2.7 RETURN OF BID SECURITY** - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.

**1.2.8 BID FORM** - The Bid shall be made on the Bid Schedule sheets bound herein. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid price shall be shown in words and figures, and any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the Work, the name of the "City of Chino Hills, Attention: City Clerk", the address where the bids are to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

**1.2.9 SUBMITTAL OF BIDS** - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

**1.2.10 NON-RESPONSIVE BIDS** - A non-responsive bid may be cause for rejection of the bid. A bid shall be considered non-responsive for the reasons including, but not limited to, the following:

(a) The total amount indicated for an individual line item does not equal the product of the unit price and the quantity listed.

(b) If there are individual items in a bid schedule and the total bid does not equal the sum of the prices bid on the individual items.

(c) The Contractor fails to list the percentage of work to be performed by subcontractors.

(d) The percentage of work to be performed by subcontractors exceeds 50% of the total contract amount.

(e) Other reasons as provided by applicable law.

**1.2.11 QUANTITIES OF WORK** - (a) The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

(b) In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that on unit price contracts, increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Section 3 of the Standard Specifications and Special Provisions.

**1.2.12 MODIFICATION OR WITHDRAWAL OF BID.**

- (a) Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder or Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.
- (b) A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.
- (c) Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.
- (d) Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

**1.2.13 UNAUTHORIZED MODIFICATIONS** - Unauthorized modifications, conditions, limitations, or provisos attached to the Bid will render it informal and non-responsive and may cause its rejection. The completed Bid forms shall be without interlineation, alterations, or erasures. Oral, FAX, telegraphic, or telephone Bids or modifications will not be considered.

**1.2.14 LIQUIDATED DAMAGES** - Provisions for liquidated damages, if any, shall be as set forth in the Agreement and the Special Provisions.

**1.2.15 SUBSTITUTE OR "OR-EQUAL" ITEMS** - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Special Provisions without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Special Provisions that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, data substantiating a request for a substitution of "an equal" will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Section 4 of the Standard Specifications and Special Provisions.

**1.2.16 AWARD OF CONTRACT** - Award of Contract, if it is awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of 2 or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

**1.2.17 EXECUTION OF AGREEMENT** - The Bidder to whom the proposed award is to be made shall execute a written Agreement with the City on the form of agreement provided within 10 calendar days after receipt of the Agreement form from the City. Once the award is made, the successful Bidder shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 10 calendar days after receipt of the notice of award from the City. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the City may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such bidder's Bid Securities shall be likewise forfeited to the City.

**1.2.18 WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

- END OF INSTRUCTIONS TO BIDDERS -





14000 City Center Drive • Chino Hills, CA 91709 • (909) 364-2600

**NOTICE TO ALL PROSPECTIVE PROPOSERS/BIDDERS:  
ADDENDUM NO. 1**

1. The City of Chino Hills City Yard Exterior Staff Restroom Addition project, for which proposals are to be received at the office of the City Clerk of the City of Chino Hills, 14000 City Center Drive, Chino Hills, CA 91709, until 2:00 p.m. on Thursday, October 24, 2024.
2. The following clarifications are provided relating to questions received:
  - a. Please provide the engineer's estimate.  
**The Engineer's estimate is \$316,800 including a contingency of 15%.**
  - b. Section 1.1.2 of the Notice to Bidders says the restroom needs to be installed and the project **completed within 60 days** of receiving notice to proceed. Public Restroom Company has a **240 day lead time** after receiving approved submittal drawings. Will there be contingency for the fabrication time period? Please consider modifying the project schedule or clarify how the installation schedule may be completed within the 60-day time frame.  
**This 60-day time frame will start once we receive an estimated arrival date from Public Restroom Company and issue the Notice to Proceed. Submittals will be approved well in advance of this. The 60 days is intended as a site construction timeline after all lead times have passed. We will require the contractor to provide Public Restroom Company's stated lead time in writing and we will accommodate for it.**
  - c. No rebar is mentioned throughout the plans. Is any rebar required for the concrete slab, gutter, or elsewhere? Could you provide the re-bar structure spec for the concrete pad area?  
**We recommend you contact Public Restroom Company for these details. Typically, prefabricated restrooms are placed on prepared base with a sand bed. This is specific to the design of the restroom and why we do not provide any guidance.**
  - d. Will the top of the proposed slab beneath the proposed restroom building be flush with the surrounding AC pavement?  
**Yes. Please see Enlarged Detail A on Sheet 3 of the plans.**
  - e. Will any hose bibs need to be installed on the restroom building exterior or interior?  
**No. Only what is equipped with the standard prefabricated restroom. We will decide on any standard options as part of the successful contractor's submittal package.**

f. Does the sub-contractor work portion need to be over 50%?

Because of the type of work, it is understandable that the subcontractor costs could exceed 50% of the general contractor's total bid. We will make an exception in the agreement if needed.

g. Is the power & water provided?

For the purposes of construction, the City will make reasonable water and power resources available to the contractor adjacent to the work area.

h. Is the storage area & parking provided?

Yes, we will provide a designated area for storage and parking.

i. Is the protective fence necessary?

No. Since the project location is already fenced from public access, we will only require that excavation hazards be protected. The City's project manager will provide guidance for this during the underground phase to ensure staff and the contractor's work are protected.

BY ORDER OF THE CITY OF CHINO HILLS

October 14, 2024



**1.3.1 B I D (PROPOSAL)  
continued**

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

*I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.*

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Documents, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

Dated:   10/23/24  

Bidder: Golden Coast Construction

By:   
(Signature)

Title: Owner

**1.3.2 UNIT PRICE BID SCHEDULE**  
 Schedule of Prices for the Construction of the:

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1.	Mobilization	1	LS	\$ 5,000	\$ 5,000
2.	Clearing and Grubbing	1	LS	\$ 3,500	\$ 3,500
3.	3" Thick AC Pavement	18	TON	\$ 400	\$ 7,200
4.	6" Thick Aggregate Base Class II	35	TON	\$ 250	\$ 8,750
	4" Thick Aggregate Base Class II	10	TON	\$ 200	\$ 2,000
5.	8" Thick PCC Slab	1	LS	\$ 35,000	\$ 35,000
6.	3' wide Ribbon Gutter	4	CY	\$ 2,000	\$ 8,000
7.	Fill Joint with Non-shrink grout	28	LF	\$ 50	\$ 1,400
8.	Full Depth removal	55	SF	\$ 16,210.99	\$ 16,210.99
9.	Restroom Building PS-021 or approved equal	1	LS	\$ 262,599	\$ 262,599
10.	4" VCP Sewerline	175	LF	\$ 80	\$ 14,000
11.	Sampling Wye/Sewer Cleanout	3	EA	\$ 1,200	\$ 3,600
12.	1" PVC Waterline	25	LF	\$ 600	\$ 15,000
13.	Electrical Connection	1	LS	\$ 17,906.96	\$ 17,906.96

**UNIT PRICE BID SCHEDULE (cont')**  
Schedule of Prices for the Construction of the:

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

Total of All Items (1-13) of the Bid Schedule:

\$ \$398,166.95

(Price in figures)

Three hundred ninety- eight thousand, one hundred sixty-six dollars and ninety- five cents

(Price in words)

**QUANTITIES OF WORK:**

The quantities of work or material stated in the unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The City does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity or any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

Golden Coast Construction

Name of Bidder or Firm

**1.3.3 LIST OF SUBCONTRACTORS  
INFORMATION REQUIRED OF BIDDER**

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract. The amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. The City will identify any "Specialty Items" in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract unit price. This will be determined from information submitted by the Contractor and subject to approval by the Engineer.

1. Work to be Performed: Install pre-fabricated bathroom % of Total Contract: 57%

Subcontractor's Name: Public Restroom Company

Address: 2587 Business Parkway

Minden, NV 8942

License No. Contractor # CA 822966B

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes

No

Subcontractor's DIR Registration No. 1000005303 Exp. Date: 06/30/2025

2. Work to be Performed: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

**1.3.3 LIST OF SUBCONTRACTORS  
INFORMATION REQUIRED OF BIDDER (cont')**

License No. \_\_\_\_\_

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes  No

Subcontractor's DIR Registration No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_

3. Work to be Performed: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes  No

Subcontractor's DIR Registration No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_

4. Work to be Performed: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes  No

Subcontractor's DIR Registration No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_



**1.3.3 LIST OF SUBCONTRACTORS  
INFORMATION REQUIRED OF BIDDER (cont')**

5. Work to be Performed: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes  No

Subcontractor's DIR Registration No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_

6. Work to be Performed: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

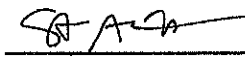
Yes  No

Subcontractor's DIR Registration No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**1.3.4 ANTI-TRUST CLAIM**

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

RESPECTFULLY SUBMITTED:

  
\_\_\_\_\_  
Signature

La Habra, CA 90631  
\_\_\_\_\_  
City, State, Zip

Owner  
\_\_\_\_\_  
Title

1074709  
\_\_\_\_\_  
Contractor's License No.

87-1095387  
\_\_\_\_\_  
Federal I.D. No.

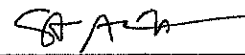
1040 S Cypress St, Unit J  
\_\_\_\_\_  
Address

562-201-6137  
\_\_\_\_\_  
\_ Telephone (with area code)

10/23/24  
\_\_\_\_\_  
Date

Class A & Class B GC  
\_\_\_\_\_  
Type of License

(SEAL--if Bid is by a corporation)

ATTEST   
\_\_\_\_\_

**1.3.5 NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

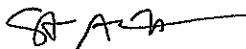
I am the owner of Golden Coast Construction, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/23/24 [date], at La Habra [city], CA [state].”

Pub. Contract Code, § 7106

***Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.***



\_\_\_\_\_  
Signature

Stephen Nolin

\_\_\_\_\_  
Print Name

**1.3.6 BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
G Coast Enterprise DBA Golden Coast Construction as Principal, and  
Westfield National Insurance Company as Surety are hereby held  
and firmly bound unto the City of Chino Hills, a California General Law Municipal Corporation,  
as Owner in the penal sum of  
Ten percent (10%) of bid amount for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this 23rd day of October, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the  
CITY OF CHINO HILLS a certain Bid, attached hereto and hereby made  
a part hereof to enter into a contract in writing for the  
CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within ten (10) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his/her faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

**1.3.6 BID BOND**  
**(page 2 of 3)**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses  
(If Individual):

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL: G Coast Enterprise DBA Golden Coast Construction

Signed by:  
By Stephen Nalin  
6DB85AC00D9146E...  
Title President

ATTEST (If Corporation):

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)



SURETY: Westfield National Insurance Company

ATTEST:

By [Signature]

Title Processor

(Corporate Seal)

By [Signature]  
Title Attorney-in-Fact

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

**1.3.6 BID BOND**  
**(page 3 of 3)**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Westfield National Insurance Company

One Park Circle

Westfield Center, OH 44251-5001

(Name and Address of Agent  
or Representative in California  
if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number of Surety  
and Agent or Representative  
in California)

(800) 243-0210

**POWER NO. 2400012 01**  
**General Power of Attorney**

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

**CERTIFIED COPY**

*Know All Men by These Presents*, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAS, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY, of COLUMBIA and State of MO their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

**"BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

*In Witness Whereof*, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of July, A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper,

National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 27th day of July, A.D., 2022, before me personally came Gary W. Stumper, to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

**CERTIFICATE**

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

*In Witness Whereof*, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 21st day of October A.D., 2024

BPOAC  
(03-22)



By:

Frank Carrino, Secretary

**1.3.6 BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
G Coast Enterprise DBA Golden Coast Construction as Principal, and  
Westfield National Insurance Company as Surety are hereby held  
and firmly bound unto the City of Chino Hills, a California General Law Municipal Corporation,  
as Owner in the penal sum of  
Ten percent (10%) of bid amount for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this 23rd day of October, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the  
CITY OF CHINO HILLS a certain Bid, attached hereto and hereby made  
a part hereof to enter into a contract in writing for the  
CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within ten (10) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his/her faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



**1.3.6 BID BOND**  
**(page 2 of 3)**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses  
(If Individual):

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL: G Coast Enterprise DBA Golden Coast Construction

By [Signature]

Title President

*See attached for Notary Stamp*

ATTEST (If Corporation):

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)



SURETY: Westfield National Insurance Company

ATTEST:

By [Signature]

Title Processor

(Corporate Seal)

By [Signature]

Title Attorney-in-Fact

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

**CALIFORNIA 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.

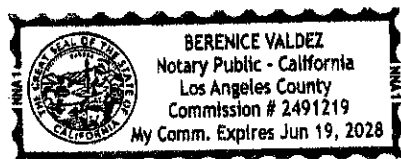
State of California

County of Los Angeles }

On Nov. 18<sup>th</sup> 2024 before me, Berenice Valdez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen A. Nolin  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

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

**1.3.6 BID BOND**  
**(page 3 of 3)**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Westfield National Insurance Company

One Park Circle

Westfield Center, OH 44251-5001

(Name and Address of Agent  
or Representative in California  
if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number of Surety  
and Agent or Representative  
in California)

(800) 243-0210

**POWER NO. 2400012 01**  
**General Power of Attorney**

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

**CERTIFIED COPY**

*Know All Men by These Presents*, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAS, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY**, of COLUMBIA and State of MO their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

**"BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

*In Witness Whereof*, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of July, A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**,  
*National Surety Leader and Senior Executive*

State of Ohio  
County of Medina ss.:

On this 27th day of July, A.D., 2022, before me personally came Gary W. Stumper, to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:

**David A. Kotnik**, Attorney at Law, *Notary Public*  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

**CERTIFICATE**

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

*In Witness Whereof*, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 21st day of October, A.D., 2024

BPOAC  
(03-22)



By:   
**Frank Carrino**, Secretary

### 1.3.7 BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:

Golden Coast Construction

1040 S Cypress St, Unit J, La Habra, CA 90631

2. CONTRACTOR'S Office Telephone Number: (562) 201-6137

Signatory Officer 1: Name: Stephen Nolin Title: Owner

Email Address: steve@gcoastconstruction.com

Signatory Officer 2: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. CONTRACTOR'S License:

Primary Classification Class A & Class B GC

State License Number(s) 1074709

Supplemental License Classifications \_\_\_\_\_

4. Is the Bidder/Contractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes

No

Contractor's DIR Registration No. 1001069298 Expiration Date: 6/30/25

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety: SuretyBonds.com

Address: 803 E. Walnut St., 5th Floor, Columbia, MO 65201

Surety Company Agent: Matt Bocklage

Telephone Numbers: Agent (800 ) 308-4358 ext. 208

Surety ( 800 ) 308-4358

6. Type of Firm (Individual, Partnership or Corporation): Corporation

**1.3.7 BIDDER'S GENERAL INFORMATION**

**(Continued)**

7. Corporation organized under the laws of the State of: California

8. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

<u>Stephen Nolin</u>	<u>Owner</u>
_____	_____
_____	_____
_____	_____

9. No. of years experience as contractor in this specific type construction work: 6

10. List at least three related projects completed to date:

a. Owner La Habra Central School District  
 Address 2151 E Brookdale Ave, La Habra, CA 90631  
 Contact Ken Powers  
 Phone (562) 690-2331  
 Project Build Amphitheater  
 Class of Work Concrete  
 Contract Amount \$92300.00  
 Date Completed 4/8/24

b. Owner La Habra Central School District  
 Address 1001 E. Brookdale Ave. La Habra, CA 90631  
 Contact Ken Powers  
 Phone (562) 690-2331  
 Project ADA Compliance Bathroom Remodel  
 Class of Work General Repairs  
 Contract Amount \$3750.00  
 Date Completed 8/5/24

**1.3.7 BIDDER'S GENERAL INFORMATION  
(Continued)**

c. Owner La Habra Central School District  
Address 2151 E. Brookdale Ave. La Habra, CA 90631  
Contact Ken Powers  
Phone (562) 690-2331  
Project DSA Compliance Pathway Replacement  
Class of Work Concrete  
Contract Amount \$11500.00  
Date Completed 4/16/24

10. List the name and title of the person who will supervise full-time the proposed work for your firm:

Contact Name/ Title: Stephen Nolin, owner  
Telephone Number: (562 ) 201-6137  
E-mail Address: steve@gcoastconstruction.com

11. Is full-time supervisor an employee Yes **OR**  
contract services \_\_\_\_\_?

12. A financial statement or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition may be required by the Engineer.

**1.3.7.1 BIDDER'S QUALIFICATION REQUIREMENTS AND FORM**

**CITY OF CHINO HILLS, CALIFORNIA**

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT  
PROJECT NO. PF24001**

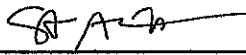
The Contractor shall acknowledge that he/she has reviewed the plans and specifications related to the construction of the CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT and certifies he/she complies with all the requirements and all the criteria noted in the project specifications, and that the Contractor is qualified and shall have direct responsibility to completing the project.

The following information is for the City's use to determine the qualifications of the bidding contractor. The Contractor must show with having direct responsibility that they have successfully completed a minimum of five (5) projects of similar-type exterior improvements projects for a government/ public agency in the last five (5) years.

The bidder shall provide on the attached project listing the following information:

1. Name of governing agency;
2. Name of Facility;
3. Time period the work has done;
4. Approximate dollar volume;
5. Nature of project; and
6. Project Manager and/or Supervising engineer's name and contact information.

This is to certify that I have reviewed the above provisions of the Contract Documents and shall comply with said requirements. **Attached is the completed project listing showing proof of my Company's direct responsibility and experience to qualify for the City of Chino Hills' project.**

Golden Coast Construction	10/23/24
Company	Date
Stephen Nolin	
Printed Name of Company Representative	Signature of Representative



**1.3.7.1 BIDDER'S QUALIFICATION REQUIREMENTS AND FORM  
(CONTRACTOR'S PROJECT LISTING)**

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT  
PROJECT NO. PF24001**

The Contractor shall provide this list of a minimum of five (5) projects with having direct responsibility of successfully completing such projects as of similar nature for a government/ public agency in the last five (5) years. Separate projects awarded under one contract may qualify as individual projects. These projects shall be listed from most recent installation date first to the fifth project last.

	Name of Agency: Project Name or Facility Period of Project:	Project Location: Nature of Project:	Estimated Project Cost / Dollar Volume	Project Contact Name Telephone Email
1	La Habra Central School District ADA Compliance Bathroom Remodel Completed 8/5/24	1001 E. Brookdale Ave. La Habra, CA 90631  General Repairs	\$3750.00	Ken Powers  (562) 690-2331  kpowers@lahabraschools.org
2.	La Habra Central School District DSA Compliance Pathway Replacement Completed 4/16/24	2151 E. Brookdale Ave. La Habra, CA 90631  Concrete	\$11500.00	Ken Powers  (562) 690-2331  kpowers@lahabraschools.org
3.	La Habra Central School District Build Amphitheater Completed 4/8/24	2151 E Brookdale Ave La Habra, CA 90631  Concrete	\$92300.00	Ken Powers  (562) 690-2331  kpowers@lahabraschools.org
4.	La Habra Central School District Concrete replacement Completed 1/15/24	1450 S Schoolwood Dr La Habra CA 90631  Concrete	\$18500.00	Ken Powers  (562) 690-2331  kpowers@lahabraschools.org
5.	Carden Academy of Whittier Installation of Portable Classrooms Completed 11/23	9920 Mills Ave Whittier, CA 90604  Concrete	\$150,000	Jacque Munnerylyn  (562) 458-6344
6				

*Note: Additional sheet may be attached if needed.*

CITY OF CHINO HILLS

PART II - SPECIAL PROVISIONS

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

- 2.1 Section 1 - General, Terms, Definitions, Abbreviations, Units of Measure, and Symbols
- 2.2 Section 2 - Scope of the Work
- 2.3 Section 3 - Control of the Work
- 2.4 Section 4 - Control of Materials
- 2.5 Section 5 - Legal Relations and Responsibilities
- 2.6 Section 6 - Prosecution, Progress, and Acceptance of the Work
- 2.7 Section 7 - Measurement and Payment
- 2.8 Section 8 - Facilities for Agency Personnel
- 2.9 Section 9 - Control Details

\* \* \* \* \*

## **2.1 SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

### **2.1.1 GENERAL**

2.1.1.1 Standard Specifications. - The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), 2021 edition, including all current supplements, addenda, and revisions thereof, these Special Provisions, and the Standard Plans identified in the Appendix, insofar as the same may apply to, and be in accordance with, the following Special Provisions:

In case of conflict between the Standard Specifications for Public Works Construction ("Greenbook") and these Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

### **2.1.2 LEGAL ADDRESS**

2.1.2.1 Legal Address of the Owner. - The official address of the Owner shall be the City of Chino Hills, 14000 City Center Drive, Chino Hills, California 91709, or such other address as the City may subsequently designate in written notice to the Contractor.

2.1.2.2 Legal Address of the Engineer. - The official address of the Engineer shall be 14000 City Center Drive, Chino Hills, California 91709, or such other address as the Engineer may subsequently designate in writing to the Contractor.

2.1.2.3 Legal Address of the Owner's Project Representative. – The name and address of the Owner's designated Project Representative shall be the Project Manager, 14000 City Center Drive, Chino Hills, California 91709, or such address as the Project Representative may subsequently designate in writing to the Contractor.

### **2.1.3 DEFINITIONS AND TERMS**

2.1.3.1 Definitions and Terms. - Wherever in the Standard Specifications the following terms are used, the definitions shall be amended to read:

Agency - The City of Chino Hills, a legal entity organized and existing in the County of San Bernardino, State of California.

Engineer - The City Engineer of the City of Chino Hills or other persons designated by the City Engineer.

Liquidated Damages - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City or to be deducted from any payments due, or to become due, the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.

Standard Plans - The Standard Drawings and the Special Drawings of the City of Chino Hills.

Owner - The Owner shall be the Agency, as defined above.

#### 2.1.4 BONDING COMPANY WAIVER OF RIGHT OF NOTIFICATION

The following shall be added at the end of Section 1-7.2 of the Standard Specifications:

"The Contractor shall ensure that its bonding company is familiar with all of the terms and conditions of the Contract Documents, and shall obtain a written acknowledgement by the bonding company that said bonding company thereby waives the right of special notification of any changes or modifications of the Contract, or of extensions of time, or of decreased or increased Work, or of cancellation of the Contract, or of any other act or acts by the City of Chino Hills or any of its authorized representatives."

- END OF SECTION -

## 2.2 SECTION 2 – SCOPE OF THE WORK

### 2.2.1 SCOPE OF THE WORK

The project consists of, but is not limited to: the installation of a prefabricated restroom adjacent to an existing storage building.

#### General Project Description

The City of Chino Hills is accepting bids for the installation of a prefabricated restroom located at 15091 La Palma Drive, Chino, CA 91710. General work will include the replacement of the standing seam metal roof, dry rot repair, fascia replacement, wood siding replacement or cladding, and painting for the main reception building and adjacent patio structure, per the following:

#### Plans and Permits

The Contractor will be responsible for securing a building permit for the work described herein.

#### Warranty

Contractors shall propose their various options for a weathertightness warranty. The City will consider this option as funding permits.

#### Alternative Materials

Contractors may propose for City consideration, equivalent manufacturers or products as an alternative to the primary specification, but not in lieu of.

#### **General Requirements**

All work shall be completed per the current California Building Code. Contractor shall possess a valid Class B Contractor's License. Contractor shall furnish all labor and materials necessary to complete this project. Contractor shall always keep the site clean and safe. Contractor is responsible for the removal of all debris generated by this project at the contractor's expense. The City will coordinate the staging of dumpsters on site for the various demolition debris. The Contractor will be responsible for communicating the needed quantity and sizes of bins. Contractor is responsible to repair any of their incidental damage caused to the City's infrastructure.

The Contractor is responsible for verifying all site conditions and all considerations shall be made in preparation of their bid. This specification is intended to be as detailed as possible; however, bidders shall not take advantage of omissions or oversights in this

document. The successful bidder shall supply products or services that meet or exceed the requirements of this document.

## 2.2.2 PERMITS

The provisions of Section 2-2 of the Standard Specifications shall be revised to read as follows:

“The Contractor shall apply for, process, secure, and pay for all permits and/or licenses required to perform the work.

The Contractor shall pay all business taxes or license fees that are required for the work.

The Contractor shall obtain a City of Chino Building Permit.

## 2.2.3 STORAGE OF MATERIAL AND EQUIPMENT AND SITE SECURITY

Contractor shall not store materials or equipment on private or public property or within street right-of-way without written permission, which shall be submitted to Owner prior to Contractor moving materials or equipment onto site.

Contractor’s equipment shall be removed from private or public right-of-way and placed in the Contractor’s designated storage area at the end of each workday.

The project sites are subject to access by the public and are subject to vandalism. Contractor shall be responsible for providing all security measures necessary to secure stored materials and equipment, and to protect construction areas. Owner is not responsible for items lost, damaged, or stolen from said areas or for injuries to the public due to unsafe conditions.

- END OF SECTION -

## 2.3 SECTION 3 – CONTROL OF THE WORK

### 2.3.1 PRECEDENCE OF CONTRACT DOCUMENTS

The provisions of Section 3-7.2 of the Standard Specifications shall be revised to read as follows:

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed below:

1. Change Orders or Work Change Directives
2. Agreement
3. Addenda
4. Contractor's Bid (Bid Documents)
5. Special Provisions
6. General Provisions of the Standard Specifications
7. Notice Inviting Bids
8. Instructions to Bidders
9. Plans (Contract Drawings)
10. Standard Specifications
11. Standard Plans
12. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

### 2.3.2 SUBMITTALS

The following provisions shall be added at the end of Paragraph 3-8.1 of the Standard Specifications:

On lump sum contracts, the Contractor shall submit, for approval by the Engineer, a Schedule of Values, or lump sum price breakdown, which will serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Such Schedule of Values shall be submitted for approval at the Pre-construction Conference and must meet the approval of the Engineer before any payments can be made to the Contractor.

### 2.3.3 SUBSURFACE DATA

Section 3-9 of the Standard Specifications shall be revised to read as follows:

"Limited Reliance by Contractor. - Soils reports and other reports of subsurface conditions may be made available for inspection by the Contractor. HOWEVER, SUCH REPORTS AND DRAWINGS ARE NOT CONTRACT DOCUMENTS. The Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings only where such "technical data" are specifically identified in the Special Provisions. Except for such reliance on such "technical data," the Contractor may not rely upon or make any claim against the City, the Engineer, nor any of the Engineer's Consultants with respect to any of the following:

Completeness. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, or

Other Information. Any other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

Interpretation. Any interpretation by the Contractor of such "technical data," or any conclusion drawn from any "technical data" or any such data, interpretations, opinions or information."

### 2.3.4 TEMPORARY ACCESS OR CONSTRUCTION RIGHTS-OF-WAY

All temporary access or construction rights-of-way other than those shown on the Plans that the Contractor may find it requires during progress of the Work shall be arranged by and paid for entirely by the Contractor at its own expense.

### 2.3.5 PROTECTION OF SURVEY MONUMENTS

It shall be the Contractor's responsibility to protect all the existing survey monuments, benchmarks, survey marks and stakes. Removal of such monuments, or displacement thereof, shall require their resetting per City of Chino Hills requirements, including corner record filing, for the existing type of monument in question at the Contractor's expense.

Any existing monument shall not be disturbed. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a California Licensed Land Surveyor to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced with a monument of similar character as determined by the City Engineer, by a California Licensed Land Surveyor no later than thirty (30) days after construction is completed at the site of the replacement. The California Licensed Land Surveyor shall file corner record(s)



as required by Sections 8772 and 8773, et. seq., of the California Business and Professions Code.

Payment for the replacement of disturbed monuments and the filing of corner records shall be incidental to the work necessitating the disturbance of said monuments and no additional payment will be made therefor.

### 2.3.6 SURVEYING

The Contractor shall hire and pay for the services of a California Licensed Land Surveyor to perform all work necessary for establishing control, construction staking, records research, and all other surveying work necessary to construct the work; and to provide surveying services as required herein by the Land Surveyors Act. The California Licensed Land Surveyor shall be resident on the site during all surveying operations and shall personally supervise and certify the surveying work.

Payment for work performed to satisfy the requirements of surveying shall be included in the actual bid items requiring the survey work and no additional payment will be made therefor.

### 2.3.7 AUTHORITY OF THE ENGINEER

The Engineer will decide all conflicts which may arise as to: (1) the quality or acceptability of the materials or equipment furnished, (2) the performance of the Work, (3) the manner of performance and rate of progress of the Work, (4) the interpretation of the Plans, Specifications, and Special Provisions, (5) the acceptable fulfillment of the Contract on the part of the Contractor, and (6) compensation of the Contractor. The Engineer's decision shall be final, and he shall have the authority to enforce and make effective such decisions and orders which the Contractor may fail to carry out promptly.

### 2.3.8 INSPECTION

The Engineer shall have complete and safe access to the Work at all times during construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the Specifications, the Special Provisions, and the Plans. All labor, materials, and equipment furnished shall be subject to the Engineer's inspection.

If the Contractor is allowed by the Engineer to work outside the hours of operations specified in Section 6 of these Special Provisions, on weekends, or on days designated as holidays by the City, and if the Engineer decides that inspection services are required, the costs for those services shall be borne by the Contractor.

When the Work is substantially completed, the Engineer, or his/her designee will make the final inspection.

### 2.3.9 TESTING

The Contractor shall provide, at its own and sole cost and expense, any testing indicated by the Contract Documents. The testing shall be performed by a company approved by the Engineer.

The Contractor, at its expense, shall excavate any holes necessary for compaction tests, backfill the holes, compact the backfill placed in the holes, and pave the surface, if required, after the test.

### 2.3.10 SITE EXAMINATION

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and local conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating either the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

### 2.3.11 FLOW AND ACCEPTANCE OF WATER

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters and has prepared its Bid accordingly. By submitting such a Bid, Contractor assumes all said risk.

- END OF SECTION -

## 2.4 SECTION 4 -- CONTROL OF MATERIALS

### 2.4.1 TRADE NAMES OR EQUALS

2.4.1.1 Substitutions. - The second paragraph of Section 4-6 of the Standard Specifications shall be amended to read as follows:

Whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such product shall be followed by the words "or equal." A Bidder may offer any material, process, or equipment considered as equivalent to that indicated, unless a sole source is specified. Failure of the Bidder to submit requests for substitution with the Bid shall be deemed to signify that the Bidder, if awarded the contract, intends to furnish one of the brands named in the Special Provisions and the Bidder does thereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified. For specification sections indicated in the Designation of Equipment or Material Manufacturers table under Section 1.3.2 (if applicable), data substantiating a request for substitution of an "or equal" item must be submitted with the Bid. For additional "or equal" items, data substantiating a request for substitution of an "or equal" item may be submitted with or after the bid. Bidders are responsible for meeting all requirements of the technical specifications.

Upon request, the Contractor shall, at its expense, furnish additional data concerning items offered by it as equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Subparagraph 5 of Section 4-6 of the Standard Specifications shall be amended to read as follows:

If bidder has provided all documentation reasonably necessary for Engineer to Assess whether the proposed substitute is equal to specified material, and the Engineer finds the substitute offered is not equal to the specified material, then the Contractor shall furnish and install the specified material.

2.4.1.2 Submittals for Approval of "Or Equals." - Should the Contractor request approval for "or equal" products, it shall submit data substantiating such request to the Engineer as per Subsection 2.4.1.1, above. Data for approval of "or equal products must include complete calculations, technical specifications, samples, published documents relating to the performance and physical characteristics of the proposed substitute, and any other documentation necessary to demonstrate that the proposed substitute satisfies each of the criteria listed in the bid specification. The appearance of manufacturer and product names

or trademarks, details of materials or services, or product descriptions in either the Plans or the Specifications are for reference only and do not constitute an endorsement of same by the Engineer or the City.

## 2.4.2 MATERIALS

2.4.2.1 Quantities. - The Contractor shall submit with each of its billing invoices, a corrected list of quantities, verified by the Engineer, for unit price items listed in the Bid Schedule.

2.4.2.2 Placing Orders. - The Contractor shall place the order(s) for all long-lead supplies, materials, and equipment, for any traffic signing, striping, legends, and traffic control facilities within 3 working days after the award of Contract by the City. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within 15 working days from the date of said award of Contract.

- END OF SECTION -

## 2.5 SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

### 2.5.1 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

The following text shall be added to Section 402-4 of the Standard Specifications:

"In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

Nothing herein shall preclude the public agency from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price."

## 2.5.2 TEMPORARY SUPPORT OF UTILITIES

The Plans identify the approximate locations of existing utilities that parallel or cross the Work. These locations are based on the best information available to the City. The Contractor shall verify these locations.

During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor's trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner.

The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be per the utility owner's requirements. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

## 2.5.3 UTILITY LOCATION AND PROTECTION

Locations of existing utilities shown on the Plans are approximate and may not be complete. Therefore, the Contractor shall notify Underground Service Alert at 1-800-422-4133 a minimum of two working days prior to any excavation in the vicinity of any potentially existing underground facilities in order to verify the location of all utilities prior to the commencement of the Work.

The Contractor shall be responsible for coordinating its work with all utility companies during the construction of the Work.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to grade by the Contractor. The Contractor shall notify each utility owner a minimum of 2 working days before commencing the Work.

## 2.5.4 EXCAVATING NEAR SUBSURFACE INSTALLATION

- (a) The excavator shall determine the exact location of subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as determined by the field marking, provided in accordance with Government Code Section 4216.3, before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If mutually agreeable with the operator and excavator, the excavator may utilize power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

- (b) If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with paragraph (a), the excavator shall request the operator to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation.
- (c) Under no conditions should a contractor proceed with excavation if the contractor has been unable to locate a marked utility line through hand excavation. In the event the contractor has been unable to locate the marked utility line by hand excavation, then the contractor is required to immediately stop work and notify the property owner and utility owner and request further information and instructions before proceeding with excavation.

### 2.5.5 INSURANCE

Subsection 5-4, Insurance, of the Standard Specifications is deleted in its entirety and replaced by the insurance requirements set forth in Exhibit A to the City of Chino Hills Public Works Agreement set forth in PART I – BIDDING AND CONTRACTUAL DOCUMENTS AND FORMS of these bid documents.

### 2.5.6 PUBLIC CONVENIENCE AND SAFETY

2.5.6.1 Traffic and Access. The Contractor shall have prepared by a California Registered Traffic Engineer any traffic control or detour plans that may be required as directed by the Engineer. The Contractor shall include in its Bid all costs for this requirement and no additional compensation will be allowed therefor.

### 2.5.7 LAWS TO BE OBSERVED

2.5.7.1 General. The provisions of Section 5-1 of the Standard Specifications shall be revised to read as follows:

5-1 Laws and Regulations. The Contractor shall keep itself fully informed of all existing and future State and Federal laws, and county and municipal ordinances and regulations, which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any or all authority over the Work, and shall indemnify the City and all officers and employees thereof connected with the Work, including, but not limited to, the Director of Public Works and the Engineer, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Special Provisions, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Engineer in writing.

2.5.7.2 Reserved

2.5.7.3 Hours of Labor. The Contractor shall comply with all provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City forfeit \$25 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

2.5.7.4 Prevailing Wage. As required by Sections 1770 and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site. The Contractor shall, as a penalty to the City/County, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it.

2.5.7.5 Travel and Subsistence Payments. As required by Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with this Article. To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the Contract shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification, or type of work. Such agreements shall be filed within 10 days after their execution and thereafter shall establish travel and subsistence payments whenever filed 30 days prior to the call for Bids.

2.5.7.6 Apprentices on Public Works. The Contractor shall comply with all applicable provisions of Sections 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works.

2.5.7.7 Unpaid Claims. If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City a Stop Notice, as provided in Civil Code Sections 9350 et seq., the City shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract, as shall be sufficient to answer the claim stated in such Stop Notice, and to provide for the reasonable cost of any litigation thereunder, provided, that if the Engineer shall, in his/her discretion, permit the Contractor to file with the City the release bond



referred to in Section 9364 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.

2.5.7.8 Retainage from Monthly Payments. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention, provided by the City between the escrow agent and the City, which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least thirty-five (35) days after acceptance of the Work by the City Council. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code, and to bank or savings and loan certificates of deposit.

2.5.7.9 Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract. As required under Section 7104 of the Public Contract Code, in any Public Works contract of a local public entity, which involves the digging of trenches or other excavations that extend deeper than 4 feet (1.2 meters) below the surface, shall be subject to the following conditions: the Contractor shall promptly, before the conditions are disturbed, notify the public entity in writing of such conditions.

2.5.7.10 Resolution of Construction Claims (AB 626). Claims made by a Contractor for one or more of the following are subject to the claim resolution process set forth in Public Contract Code section 9204:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the city under a contract for a public works project.

(B) Payment by the city of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the city.

**Full Text of Public Contract Code section 9204:**

“(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) 'Claim' means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) 'Contractor' means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) 'Public entity' means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) 'Public entity' shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) 'Public works project' means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) 'Subcontractor' means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of

the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes, or extends that date."

2.5.7.11 Concrete Forms, Falsework, and Shoring. The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework, and shoring, and the inspection of same prior to the placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California

to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to the placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the Bid item price named in the Contract for completion of the Work as set forth in the Contract Documents.

2.5.7.12 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection, or furnished to the employee, or his or her authorized representative on request.
2. A certified copy of all payroll records, enumerated herein, shall be made available for inspection, or furnished upon request, to a representative of the body awarding the Contract, or Division of Labor Standards Enforcement, or Division of Apprenticeship Standards of California Department of Industrial Relations.
3. A certified copy of all payroll records, enumerated herein, shall be made available upon request to the public for inspection, or request by the public shall be made through either the body awarding the Contract, or the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 2, above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

The Contractor and each subcontractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

The Contractor shall inform the body awarding the Contract of the location of the certified payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of any change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 days in which to comply subsequent to receipt of a written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit 25 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address, and social security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate all apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his or her name appears. The payroll shall be accompanied by a "Statement of Compliance," signed by the employer or its agent, indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City, or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls from all subcontractors.

If, by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000, nor be less than \$1,000. Retention for failure to submit satisfactory payrolls shall be in addition to all other retention provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

- END OF SECTION -

## **2.6 SECTION 6 -- PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### **2.6.1 GENERAL**

Particular attention is directed to the provisions of Section 6-1, "Construction Schedule and Commencement of Work, Section 6-3, "Time of Completion," Section 6-7, "Termination of the Contract for Default," and Section 6-9, "Liquidated Damages" of the Standard Specifications as amended by these Special Provisions.

### **2.6.2 TIME TO COMPLETE**

After the Contract has been approved by the City, and a written Notice to Proceed has been issued to the Contractor, the Contractor shall start the Work within 10 working days after the date specified in said Notice to Proceed.

Said Work shall be diligently prosecuted to completion before the expiration of:

#### **Sixty (60) Working Days**

from the date specified in a written Notice to Proceed from the City.

### **2.6.3 DEFAULT BY CONTRACTOR**

The Contract may be cancelled by the City Council without liability for damage, when in the City Council's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation. Damages caused to the City by acts of the Contractor will be subtracted from this amount. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the City declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to: begin delivery of material and equipment; commence work within time specified; maintain the rate of delivery of material; execute the work in the manner and at such locations as specified; maintain a work program which will ensure the City's interest; or carry out the intent of the Contract, the Engineer's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or fails to continue after starting to comply, the City may exclude it from the premises and take possession of all material and equipment. The City may complete the Work by its own forces, or by letting the unfinished work to another Contractor, or by a

combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient, the Contractor or Surety shall pay to the City within 5 days after the completion all costs in excess of the sums due.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

#### 2.6.4 DAYS DESIGNATED AS HOLIDAYS BY THE CITY OF CHINO HILLS

The following days are designated holidays by the City:

- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Veterans' Day          |
| Martin Luther King's Birthday | Thanksgiving Day       |
| Presidents' Day               | Day after Thanksgiving |
| Memorial Day                  | Christmas Eve          |
| Independence Day              | Christmas Day          |
| Labor Day                     | New Year's Eve         |

*\*Note: Winter Closure – The City offices are closed during the week from Christmas Eve and New Year's Day. Contractor(s) are not allowed to work during the City Hall Winter Closure.*

#### 2.6.5 LIQUIDATED DAMAGES

2.6.5.1 Amount. - The amount of liquidated damages as specified in Section 6-9 of the Standard Specifications shall not apply, but the amount shall be as specified in the Agreement.

#### 2.6.6 TIMES OF OPERATION

2.6.6.1 Hours of Operation. - No construction activities shall take place and no person shall operate, permit, use, or cause to operate any of the following, other than between the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, with no work allowed on City-observed holidays, unless otherwise approved by the Engineer:

1. Powered Vehicles
2. Construction Equipment



- 3. Loading and Unloading Vehicles
- 4. Domestic Power Tools

### 2.6.7 NOTIFICATION

The Contractor shall notify the City of Chino Hills and the owners of all utilities and substructures not less than forty-eight (48) hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Time Warner Cable	(909) 975-3408
Caltrans District 8	(909) 383-7561
Chino Hills Disposal (Waste Management)	(909) 306-8048
Chino Hills Police Department	(909) 364-2000
Chino Valley Unified School District	(909) 628-1201
Chino Valley Independent Fire District	(909) 902-5260
City of Chino Hills	(909) 364-2600 and
<b>City Yard</b>	<b>(909) 364-2800</b>
Omnitrans	(909) 889-0811
San Bernardino County Transportation/Flood Control	(909) 387-2738
Southern California Edison	(909) 930-8412
Southern California Gas	(909) 335-7871
U.S. Postal Service	(909) 548-0936
Underground Service Alert	811 or <a href="http://www.call811.com">www.call811.com</a>
Verizon	(909) 469-2250

The Contractor shall notify the U.S. Postal Service and trash collection company of all work areas affecting service five (5) working days prior to construction and shall coordinate the work so that services are not interrupted.

### 2.6.8 CONSTRUCTION SCHEDULE

2.6.8.1 Schedule of Work. - A schedule of work as required under Section 6-1 of the Standard Specification shall be provided by the Contractor at the pre-construction meeting.

2.6.8.2 Schedule Monitoring. - At no less than monthly intervals, and when specifically requested by the Engineer, the Contractor shall update his schedule.

2.6.8.3 Reserved

2.6.8.4 Reserved

2.6.8.5 Submittal Procedures. – Within twenty (20) working days of approval of the Contract, and within ten (10) working days of the Engineer’s written request at any other

time, the Contractor shall submit the schedule and schedule reports in the form specified herein.

The Contractor, if requested by the Engineer, shall provide revised network diagrams and schedule reports if at any time the Engineer considers the completion date to be in jeopardy because of “activities behind schedule”. Such additional network diagrams and reports shall include new arrow or precedence diagram and schedule reports conforming to the requirements, herein, showing how the Contractor intends to accomplish the Work to meet the completion time specifies. The form and method employed by the Contractor shall be the same as that required for the initial schedule submittal.

2.6.8.6 Schedule Revisions. – The Contractor shall modify any and all portions of the construction schedule that become infeasible because of activities or procurement behind schedule, or for any other valid reason. Any activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

2.6.8.7 Change Orders. Upon issuance of a Change Order or other Contract modification, the approve change shall be reflected in the next submittal of the Construction Schedule.

2.6.8.8 Approved Standards. –

2.6.8.8.1 Definition. – CPM scheduling, as required under this section, shall be interpreted to be generally as outlined in the Associated General Contractors of America Publication, “The Use of CPM in Construction”, as modified in these Special Provisions.

2.6.8.8.2 Construction Schedules. – Construction schedules shall include computer-generated graphic networks and computerized construction schedule reports meeting requirements of this Section.

2.6.8.8.3 Networks. - Reserved

2.6.8.8.4 Duration Estimates. - The duration estimates indicated for each activity shall be computed in working days, converted to calendar days, shown on the construction schedule in calendar days, and shall represent the single-, best estimate considering the scope of the Work and resources planned for the activity. Except for certain non-labor activities, such as curing of concrete, paint drying, procurement, or delivery of material, activity duration shall not exceed ten (10) working days (fourteen (14) calendar days) nor be less than one (1) working day unless otherwise accepted by the Engineer.

2.6.8.8.5 Schedule Reports. - Schedule reports shall be prepared form the initial construction schedule and from all subsequent revisions of the schedule. As minimum, Schedule Reports shall contain the following data for each activity:

1. Activity numbers (or i-j numbers)
2. Estimated activity duration

3. Activity description (including procurement times)
4. Early Start date (calendar dated)
5. Early Finish date (calendar dated)
6. Late Start date (calendar dated)
7. Late Finish date (calendar dated)
8. Status (whether critical)
9. Total Float for each activity
10. Free float for each activity

2.6.8.8.6 Project Information. - At a minimum, each Schedule Report shall include the following:

1. project name
2. Contractor name
3. Sequence of revision number or date
4. Project duration
5. Schedule completion date
6. Date of commencement of work
7. Cite new completion date, if applicable

2.6.8.9 Schedule Monitoring. At not less than monthly intervals, and when specifically requested by the Engineer, the Contractor shall submit to the Engineer a compute printout of the latest updated Schedule Report for those activities that remain to be completed.

- END OF SECTION -

## 2.7 SECTION 7 – MEASUREMENT AND PAYMENT

### 2.7.1 GENERAL

2.7.1.1 Payment. Payment for the various items of the Bid Sheet(s), as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work, all in accordance with the provisions for Measurement and Payment in the Standard Specifications and these Special Provision, and as shown on the Drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including the Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefore shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.

2.7.1.2 Partial and Final Payments. Acceptance of any progress payment accompanying any estimate without written protest shall be an acknowledgment by the Contractor that the number of accumulated contract days shown on the associated statement of working days is correct. Progress payments made by the City to the Contractor after the completion date of the Contract shall not constitute a waiver of liquidated damages.

Subject to the provisions of Section 22300 of the Public Contract Code, a 5 percent retention will be withheld from each payment. All invoices and detailed pay requests shall be approved by the Engineer before submittal to the City for payment. All billings shall be directed to the Engineer.

The Contractor shall submit with its invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice; valid unconditional waivers of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices.

Waivers of lien shall be in forms prescribed by California Civil Code Section 3262. Prior to final payment by City, Contractor shall submit a final waiver of lien for Contractor's work, together with releases of lien from any subcontractor or materialmen.

2.7.1.3 Release of Retention. The last sentence of Standard Specifications Section 7-3.1 shall be DELETED and the following substituted therefor:

At the expiration of forty-five (45) days after acceptance of the Work by the City of Chino Hills City Council, or as prescribed by law, the amount deducted from the final estimate and retained by the City will be processed for payment to the Contractor, except for such

amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

## 2.7.2 SCHEDULING, MEASUREMENTS AND PAYMENTS

2.7.2.1 Initial mobilization: Measurement for payment of Mobilization will be based upon completion of such work as a lump sum, non-proratable pay item, and shall require completion of all listed items during the first 25 days following the Notice to Proceed. Mobilization shall include but not be limited to the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits;
2. Moving onto the site all Contractor's plant and equipment required for the first month's operations;
3. Installing temporary construction power, wiring and lighting facilities;
4. Establishing a fire protection system;
5. Developing and installing a construction water supply per the Standard Specifications;
6. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA;
7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer and call all security;
8. Arranging for erection of Contractor's work and storage yard;
9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA and as required by Section 5-7 of the Standard Specifications;
10. Having the Contractor's superintendent at the job site full time as required under Section 3-6 of the Standard Specifications;
11. Submittal of required Construction Schedule as specified in Section 6-1 of the Standard Specifications; Use for projects that do not require sophisticated scheduling and delete items 12 through 14;

12. Submittal of Proposed Construction Schedule on or before the pre-construction conference, acceptable to the Engineer, per Section 6-1 of the Standard Specifications and Section 6 of the Special Provisions;
13. Submittal of detailed Preliminary Construction Schedule for the Engineer's approval within seven (7) calendar days after commencement as specified in the Notice to Proceed, per Section 6 of the Special Provisions;
14. Submittal of an as-planned Construction Schedule, embodying all corrections required by the Engineer within thirty (30) calendar days of the Notice to Proceed. No payment for mobilization can be made until this has been approved and submitted per Section 6 of the Special Provisions. Use items 12 through 14 for projects requiring detailed schedule submittals and advance approval by the City; delete item 11.

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of the Standard Specifications. No payment for any of the listed mobilization work items will be made until all of the listed items have been complete to the satisfaction of the Engineer. The aforementioned amount will be withheld by the City as the agreed, estimated value of completing all of the mobilization items listed. Any such withholding of money for failure to complete all such mobilization items as a lump sum shall be in addition to the retention of any payments pursuant to the provisions of the Public Contract Code.

This section is required for all projects over \$25,000 which involve trenching or other excavation more than 5-feet (1.5 m) deep per Labor Code §6707).

2.7.2.3 Sheeting, Shoring, and Bracing, or Equivalent Method. Measurement for payment for temporary sheeting, shoring, and bracing or equivalent method will be based upon the completion of all planning, design, engineering, furnishing, construction, and removal/disposal of all such temporary sheeting shoring and bracing or equivalent method as a lump sum item, complete, as required under the provisions of any permits and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code.

Payment for temporary sheeting, shoring and bracing, or equivalent method, will be made at the lump sum price named in the Bid Sheet(s) under the item "Sheeting, Shoring and Bracing or Equivalent Method", which price shall constitute full compensation for completion of all such work as required hereunder.

## 2.7.3 PAYMENT

2.7.3.1 Contract Unit Prices: The provisions of Subsection 7-3.5 of the Standard Specifications shall be revised to read as follows:

### 7-3.5 Contract Unit Prices:

7-3.5.1 Allowable Quantity Variations on Unit Price Contracts: In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Unit Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess of 25 percent, or for eliminated items of work.

7-3.5.2 Increases of More Than 25 Percent on Unit Price Contracts: On a unit price contract, should the total quantity of any item of work required under the Contract exceed the Engineer's Estimate therefore by more than 25 percent, the work in excess of 125 percent of such estimate and not covered by an executed contract Change Order specifying the compensation to be paid therefore will be paid for by adjusting the Contract Unit Price, as hereinafter provided, or at the option of the City, payment for the work involved in such excess will be made as provided in Section 7-4, as amended in these Special Provisions.

Such adjustment of the Contract Unit Price will be the difference between the Contract Unit Price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs shall be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Engineer's Estimate of the quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for as extra work as provided in Section 7-4, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the City.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate is less than \$5,000 at the applicable Contract Unit Price, the Engineer reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor.

7-3.5.3 Decreases of More Than 25 Percent on Unit Price Contracts: On unit price contracts, should the total pay quantity of any item of work required under the contract be less than 75 percent of the Engineer's Estimate therefore, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the quantity of said item performed, unless covered by an

executed contract change order specifying the compensation payable therefore, will be paid for by adjusting the Contract Unit Price as hereinafter provided, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made as if the work were to be paid for as extra work as provided in Section 7-4, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the City; provided however, that in no case shall the payment for such work be less than that which would be made at the Contract Unit Price.

Such adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for as extra work as provided in Section 7-4, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the City.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Engineer's Estimate of the quantity for such item at the original Contract Unit Price.

2.3.1.2 Eliminated Items: The provisions of Subsection 7-3.8 of the Standard Specifications shall be revised to read as follows:

3-2 Eliminated Items on Unit Price Contracts: On unit price contracts, should any contract item of the Work be eliminated in its entirety, in the absence of an executed contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the Engineer so directs the Contractor, the material shall be returned, and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this section will be computed in the same manner as if the work were to be paid for as extra work as provided in Section 7-4, as amended in these Special Provisions, or such adjustment as will be as agreed to by the Contractor and the City.



## 2.7.4 PAYMENT FOR EXTRA WORK

The provisions of Section 7-4 of the Standard Specifications shall apply except as modified as follows:

2.7.4.1 Markup: The provisions of Subsection 7-4.3.1 Markup, Paragraph (a) Work by Contractor, shall be amended to read as follows:

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit.

1)	Labor	15 percent
2)	Materials	15 percent
3)	Equipment rental	15 percent
4)	Other items & expenditures	15 percent
5)	Subcontracts (1st tier only)	5 percent
6)	lower tier subcontractors	none

To the sum of costs and markups provided for in this subsection, one percent shall be added as compensation for bonding.

- END OF SECTION -

## 2.8 SECTION 8 -- NOT REQUIRED

- END OF SECTION -

## **2.9 SECTION 9 - CONTROL DETAILS**

**2.9.1 General:** Section 9, "Control Details", includes only technical provisions that add, delete, or revise that which is already covered in the Standard Specifications, or exercises a choice that is offered in the Standard Specifications, or adds subjects not covered in the Standard Specifications.

### **CONSTRUCTION MATERIALS**

#### **2.9.200-2 Base Material**

Base material for roadway shall be Crushed Aggregate Base (CAB) or Crushed Miscellaneous Base (CBM) and shall be in accordance with Section 200-2.2 and Section 200-2.4 of the Standard Specifications.

#### **2.9.201-1 Portland Cement Concrete (PCC)**

Concrete for 8" thick slab and 3' wide ribbon gutter, shall be 520-C-2500, type II low alkali Portland Cement otherwise noted.

Curing compound applied to all exposed surfaces shall be type 2, white pigment.

Admixtures of calcium chloride shall not be used in this project. The Contractor shall obtain prior approval from the City Engineer for proposal of other admixtures in the concrete mix.

#### **2.9.201-7.3 Non-Shrink Grout**

Non-shrink grout shall be high strength nonstaining grout in accordance with the requirements of ASTM C1107 and with Section 201-7.3 of the Standard Specifications.

#### **2.9.203-6 Asphalt**

##### **2.9.203-6.1 Asphalt**

Replace the last sentence in this section with the following:

All asphalt concrete pavement shall be class and grade C2-PG-64-10.

#### **2.9.207 Pipe**

##### **2.9.207-6.1 Polyvinyl Chloride Plastic (PVC) Pressure Pipe and Fittings**

The 1" water service lateral shall be constructed using PVC (Polyvinyl Chloride) Schedule 40 pipe and shall conform to ASTM D1785 and ASTM D2665 standard for pressure applications.

### **2.9.207-6.2 Fittings For PVC Pipe**

Reserved

### **2.9.207-8 Vitrified Clay Pipe (VCP)**

Vitrified Clay pipe for the 4" VCP Sewerline shall conform section 207-8 of the Standard Specifications.

## **2.9 Prefabricated Restroom**

This item will consist of the purchase and installation of a single occupant concrete block restroom, complete with two(2) flush toilets and one (1) sink model PS-021 from Public Restroom Company, or approved equal. PS-021 Restroom Building floor plan indicate a general design intent of the restroom with final approval of materials, colors, fixture types and styles, etc. to be determined and approved by the City. The contractor shall provide all materials submittals to the City for approval prior to ordering restroom and any accessories.

## CONSTRUCTION METHODS

### 2.9.300-1 Clearing & Grubbing

Replace the first paragraph in Section 300-1.1, General of the Standard Specifications for Public Works Construction with the following:

Clearing and grubbing shall consist of relocating existing improvements as shown on plan (fence, irrigation, etc.) and demolition of structures or other improvements (vegetation, roadway debris, etc.). This work shall be performed in advance of grading operations and in accordance with the requirements herein specified, subject to erosion control requirements.

*No burning is allowed in Chino Hills.*

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in compliance with the bid item "Clearing & Grubbing" shall be included in the lump sum price for said item with no additional compensation allowed therefor.

### 2.9.300-2.2.1 Unclassified Excavation

Replace first sentence with:

All material that is unsuitable for its planned use shall be excavated and properly disposed of unless otherwise directed by City Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in conforming to this requirement shall be included in the lump sum price for the bid item "Unclassified Excavation", and no additional compensation allowed.

### 2.9.301-1 Subgrade Preparation

#### 2.9.301-1.2 Base and Subgrade Preparation

Construction of subgrade base shall be performed in conformance with the provisions of Section 301 of the Standard Specifications and these Special Provisions:

Base shall be CAB or CMB with a minimum of 6-inches in thickness for the asphalt section and 4-inch in thickness for the concrete slab and have a 95 percent relative compaction.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved in compliance with the bid item "6" Thick Aggregate Base, Class II and 4" Thick Aggregate Base, Class II" shall be included in the unit price per ton for said item with no additional compensation allowed.

### **2.9.301-7.3 Non-Shrink Grout**

The Non-shrink grout shall be mixed, handled and placed in accordance with the manufacturer's instructions. Full compensation for furnishing all labor, materials, tools, equipment and incidentals for this work shall be included in the unit price per linear feet for bid item "Fill Joint with Non-Shrink Grout" and no additional compensation will be allowed therefor.

### **2.9.302 Roadway Surfacing**

#### **2.9.302.5 Asphalt Concrete Pavement**

##### **2.9.302-5.1 3-inch Asphalt Concrete Pavement**

Prime coat shall be used for AC paving on base with a Grade SC-250 and applied at a rate of 0.10 gallons per sq. yd.

Tack coat shall be SS-1h and applied at a rate of 0.10 gallon per sq. yd. on existing P.C.C. surfaces where asphalt is to make contact prior to paving.

Asphalt concrete paving shall be a minimum of 3-inches in thickness and consist of two compacted lifts: Base Paving (first lift) and Overlay of Base Paving (second lift).

Base paving shall be constructed with 0.14-ft. in thickness. The Overlay of Base Paving shall be 0.11-ft. in thickness and rolling shall have a minimum of three coverages.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for this work shall be included in the unit price per ton for bid item "Construct 3-inch AC pavement" and no additional compensation will be allowed therefor.

### **2.9-303 Concrete**

#### **2.9.303.1 8-inch PCC Slab**

Construction of 8-inch thick concrete slab shall be as specified per the Geotechnical Report by Aragon Geotechnical dated February 23, 2024. The 8-inch concrete slab typical section consists of a 4-inch compacted based material and a 2-inch bedding sand on a prepared soil subgrade.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in compliance with the bid item "8-Inch PCC slab" and shall be included in the unit price of lump sum for said item, the 1' ribbon gutter and the 2-inch bedding sand with no additional compensation allowed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved with the 4" compacted base material for the concrete slab, shall be included

with the bid item “4” Thick Aggregate Base, Class II” with no additional compensation allowed.

**2.9.303.5 3’ Ribbon Gutter**

Replace first sentence with:

Construction of the 3’ ribbon gutter shall be Portland cement concrete with a minimum thickness of 6” per detail on sheet 3 of the Plans.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in compliance with the bid item “3’ wide Ribbon Gutter” and shall be included in the unit price of cubic yard for said item with no additional compensation allowed.

**2.9.306-7.4 4” VCP Sewer Line**

Installation of the 4” Vitrified Clay Pipe (VCP) shall be as specified in Plans and in accordance with Section 306-7.4 of the Standard Specifications for Public Works Construction (“Greenbook”).

The trench and bedding of the 4” sewerline shall be per section 306-3 and 306-6 respectively of the Standard Specifications for Public Works Construction (“Greenbook”).

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in compliance with the bid item “4” VCP Sewerline” shall be included in the unit price of linear feet for said item and no additional compensation shall be allowed therefor.

**2.9.306-7.4.4 Sampling Wye (Sewer Cleanout)**

Sampling Wye/sewer cleanout shall be constructed per City of Chino STD. 527.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in compliance with the bid item “Sampling Wye/Sewer Cleanout” shall be included in the unit price of linear feet for said item and no additional compensation shall be allowed therefor.

**2.9.306-8.5 1” PVC Waterline**

The 1” PVC waterline shall be schedule 40 and in accordance with section 306-8.5 of the Standard Specifications for Public Works Construction (“Greenbook”). This item includes but is not limited to piping, fittings, trench repair, and any other items required for the water connection for the restroom.

The trench and bedding of the 1" waterline shall be per section 306-3 and 306-6 respectively of the Standard Specifications for Public Works Construction ("Greenbook").

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved in compliance with the bid item "1" PVC Waterline" shall be included in the unit price of linear feet for said item and no additional compensation shall be allowed therefor.

#### **2.9.404-5 Full Depth Removal**

Full depth removal of the existing pavement shall be as shown on the plans and per Section 404-5 of the Standard Specifications for Public Works Construction ("Greenbook").

Full compensation for furnishing all labor materials, tool, equipment, incidentals, cold milling, removal of asphalt and slurry seal material from adjacent concrete gutters, disposal of millings, and all other necessary work in compliance with bid item "Full Depth Removal" shall be included in the unit price of square feet for said item and no additional compensation shall be allowed therefor.

#### **2.9. Electrical Connection**

The contractor shall provide all labor, materials, tools, equipment, and services necessary to furnish and install electrical conduits and any other electrical items required for the connection between the existing panel and the proposed prefabricated building. This includes but is not limited to electrical conduits, wiring and cables, junction boxes, connectors and fittings, trenching for electrical connection, and any other electrical components necessary to complete the connection.

All work performed under this specification shall be provided on a lump sum basis. This includes the complete installation and connection of all electrical conduits and related items as specified in the Plans. No additional payments will be made for incidental or supplementary work required to complete the project.

- END OF SECTION -

CITY OF CHINO HILLS

PART III - APPENDICES

**CITY YARD EXTERIOR STAFF RESTROOM ADDITION PROJECT**

**PROJECT NO. PF24001**

- 3.1 APP. A - Standard Drawings
- 3.2 APP. B - Change Order Forms

\* \* \* \* \*



APPENDIX A

**CITY OF CHINO HILLS**  
**COUNTY OF SAN BERNARDINO, CALIFORNIA**  
**PUBLIC WORKS YARD**  
**RESTROOM**

**GENERAL NOTES FOR GRADING PLANS:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, MUNICIPAL CODE SECTIONS 15.05.102, 19.07140, AND 19.09.030, APPENDIX J OF THE CALIFORNIA BUILDING CODE, LATEST EDITION, AND SOILS REPORT DATED 02/02/24 BY ATAKON GEOTECHNICAL, INC. DONE UNDER THE DIRECTION AND SUPERVISION OF A LICENSED SOILS ENGINEER. DEVIATION FROM THE APPROVED GRADING PLAN SHALL BE APPROVED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
- HOURS OF OPERATION FOR ON-SITE WORK SHALL BE FROM 7:00 AM TO 8:00 PM, MONDAY THROUGH FRIDAY. OTHER HOURS SHALL REQUIRE WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR THE BUILDING OFFICIAL. ROAD/LANE CLOSURES SHALL BE LIMITED TO THE HOURS 8:30 AM TO 3:30 PM ON WEEKDAYS.
- WORK CONTRACTORS, ALL INCLUDING PRIOR TO CONSTRUCTION SUBCONTRACTORS, SHALL OBTAIN A CITY BUSINESS LICENSE AND AN ENCROACHMENT PERMIT.
- NO WORK SHALL BE UNDERTAKEN WITHOUT OBTAINING A PERMIT FROM THE CITY. THE CITY INSPECTOR SHALL BE NOTIFIED AT (909) 334-8250 AT LEAST 24 HOURS IN ADVANCE OF REQUIRED PERMITS.
- THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING DAMAGED OR ALTERED PUBLIC IMPROVEMENTS AS REQUIRED BY THE CITY ENGINEER.
- ANY MATERIAL INCORPORATED AS PART OF THE COMPACTED FILL SHALL BE APPROVED BY A SOILS ENGINEER. INSPECTION AND CERTIFICATION OF FILL PLACEMENT SHALL BE PROVIDED BY A SOILS ENGINEER DURING THE PROCESS OF GRADING. NO ROCK OR SIMILAR MATERIAL GREATER THAN EIGHT INCHES IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY A SOILS ENGINEER IN ADVANCE AND APPROVED BY THE CITY ENGINEER.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. HE SHALL BE HELD RESPONSIBLE FOR DAMAGE CAUSED BY HIS OPERATIONS. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CONFLICTS. CONSTRUCTION SHALL BE TERMINATED, AND STREETS RESTORED UNTIL CORRECTIVE MEASURES HAVE BEEN APPROVED BY THE CITY ENGINEER.
- ANY SUB-SURFACE STRUCTURES DURING UNKNOWN UNCOVERED CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF A SOILS ENGINEER AND THE CITY ENGINEER PRIOR TO PROCEEDING WITH GRADING OPTIONS.
- ALL AREAS SHALL SLOPE A MINIMUM OF 1.0% TO STREET, DRIVE OR SWALE UNLESS SHOWN OTHERWISE.
- MAXIMUM FILL SLOPE SHALL NOT EXCEED 2:1 UNLESS APPROVED BY A SOILS ENGINEER. FILL SLOPES SHALL HAVE NOT LESS THAN 90% RELATIVE COMPACTION AS DETERMINED BY ASTM D 1557-70 AND CERTIFIED BY A SOILS ENGINEER. TOES OF SLOPES SHALL BE LOCATED PER APPENDIX J OF THE CALIFORNIA BUILDING CODE.
- SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
- BACKFILL OF TRENCHES SHALL BE CERTIFIED BY A SOILS ENGINEER (90% MINIMUM COMPACTION) PER CITY STANDARDS AND SPECIFICATIONS. EXCAVATIONS, CONSTRUCTION AND INSTALLATIONS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE INSPECTION BY THE CITY INSPECTOR. FAILURE TO HAVE INSPECTION MAY REQUIRE RE-EXCAVATION OF THE CONSTRUCTION.
- THE CONTRACTOR SHALL SWEEP DAILY AND CLEAN UP ALL VISIBLE DIRT, SILT, SAND OR OTHER SUBSTANCES DEPOSITED IN PUBLIC STREETS BY CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE PROJECT.
- EARTHWORK QUANTITIES FOR STREET AND SITE GRADING ARE ESTIMATED TO BE:

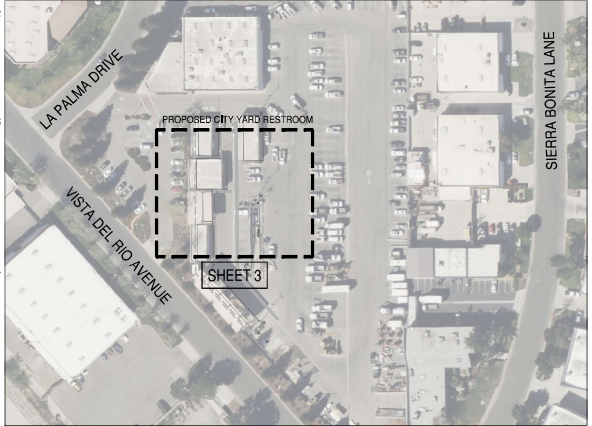
CUT: 7.25CY FILL: 0.08 IMPORT: \_\_\_\_\_  
 THESE QUANTITIES ARE BASED ON THE ASSUMPTION THAT A \_\_\_\_\_ SUBSIDENCE WILL OCCUR OVER THE ENTIRE SITE.

THE UNDERSIGNED CIVIL ENGINEER CERTIFIES THAT THIS GRADING WORK WILL BE SUPERVISED IN ACCORDANCE WITH SECTION J AND SECTION 1705.6 OF THE CALIFORNIA BUILDING CODE.

SIGNATURE \_\_\_\_\_ R.C.E. NO. \_\_\_\_\_ DATE \_\_\_\_\_

- AN "AS-BUILT" OR RECORD DRAWING OF THE GRADING PLAN SHALL BE SUBMITTED BY THE DEVELOPER ALONG WITH A FINAL GRADE CERTIFICATION PRIOR TO AN ISSUANCE OF OCCUPANCY.
- NO WATER SHALL BE TAKEN FROM CITY FIRE HYDRANTS WITHOUT AN AUTHORIZED HYDRANT METER.
- THE CITY ENGINEER MAY REQUIRE PROTECTIVE MEASURES AND/OR TEMPORARY DRAINAGE PROVISIONS TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS AND PERIODS OF HEAVY RAINFALL. EROSION CONTROL PLANS SHALL BE APPROVED FOR THE PROJECT PRIOR TO

- ISSUANCE OF A GRADING PERMIT.
- UTILITY LINES ADJOINING AND INTERIOR TO THE PROJECT, INCLUDING POWER LINES OF 34.5KV OR LESS, SHALL BE UNDERGROUND IN ACCORDANCE WITH CHAPTER 13.33 OF THE CITY CODE.
- THESE PLANS ARE APPROVED FOR GRADING ONLY. RETAINING WALLS AND NON-RETAINING WALLS SHALL REQUIRE SEPARATE PERMITS AND INSPECTION.
- APPROVAL OF THESE PLANS BY THE CITY OF ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OF THE APPLICANT OF THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
- ALL EARTH MOVING OPERATIONS SHALL CEASE IF WIND VELOCITIES EXCEED 25 M.P.H. THE SITE SHALL BE KEPT REGULARLY WATERED TO MITIGATE BLOWING DUST FOR THE DURATION OF THE HIGH WINDS.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING TO THE CITY PROOF THAT A NOTICE OF INTENT (NOI) FOR THE GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY HAS BEEN FILED WITH AND APPROVED BY THE STATE WATER RESOURCES CONTROL BOARD (SWRCB). CONSTRUCTION SHALL NOT COMMENCE WITHOUT THIS APPROVAL. THE DEVELOPER SHALL BE RESPONSIBLE TO COMPLY WITH THE GENERAL CONSTRUCTION ACTIVITY STORM WATER PERMIT BY IMPLEMENTING THEIR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL WATER ALL ACTIVE CONSTRUCTION SITES AND UNPAVED ROAD SURFACES AS NECESSARY TO CONTROL BLOWING DUST.
- THE CONTRACTOR SHALL WATER OR COVER ANY STORED OR STOCKPILED SOIL, SAND, OR OTHER FINE PARTICLE SUBSTANCE OR SOIL AMENDMENTS AS REQUIRED TO CONTROL BLOWING DUST.
- GRADING ACTIVITIES SHALL BE SCHEDULED TO MINIMIZE THE AREA OF EXPOSED EXCAVATED SOIL AND SHALL ESTABLISH VEGETATIVE COVER OR APPLY STABILIZATION MATERIAL TO EXPOSED SURFACE AREAS IN A TIMELY MANNER, FOLLOWING GRADING AND CONSTRUCTION.
- ALL EQUIPMENT/TRUCKS EXPORTING SOIL, CEMENT, OR OTHER DRY, POWDERY SUBSTANCES OR BUILDING MATERIALS ON ANY PUBLIC STREET SHALL BE COVERED.
- PARKING OF EMPLOYEE VEHICLES ARE UNPAVED AREAS OF THE CONSTRUCTION SITE SHALL BE PROHIBITED.
- THE DEVELOPER SHALL PREPARE AN EROSION CONTROL PLAN (ECP) TO PREVENT SEDIMENT FROM ENTERING STORM DRAINS OR WATER BODIES FOR CONSTRUCTION PROJECTS DISTURBING LESS THAN 1 ACRE OF SOIL.
- THE DEVELOPER SHALL SUBMIT THE ECP TO THE CITY'S PROJECT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF A GRADING PERMIT.
- FOR PROJECTS REQUIRING COVERAGE UNDER THE NRP'S GENERAL CONSTRUCTION ACTIVITIES STORM WATER PERMIT (1 ACRES OR MORE OF SOIL DISTURBANCE), THE DEVELOPER SHALL SUBMIT A NOTICE OF INTENT (NOI) TO THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY QES. AFTER FILING THE NOI AND RECEIVING A WASTE DISCHARGER'S IDENTIFICATION NUMBER (WDID) FROM THE SWRCB, THE DEVELOPER SHALL PROVIDE A COPY OF THE WDID LETTER AND THE SWPPP TO THE CITY ENGINEER PRIOR TO ISSUANCE OF A GRADING PERMIT.
- A SIX-FOOT HIGH SCREENING FENCE WITH FABRIC SHALL BE INSTALLED ALONG THE PROJECT BOUNDARIES EXPOSED TO PUBLIC VIEW PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- RECYCLED WATER SHALL BE USED FOR ALL CONSTRUCTION PURPOSES, WHERE FEASIBLE.



**INDEX MAP**  
 SCALE: 1"=80'

**SEWER & WATER:**  
 CITY OF CHINO HILLS - PUBLIC UTIL.  
 14000 CITY CENTER DRIVE  
 PHONE: (909) 364-2660

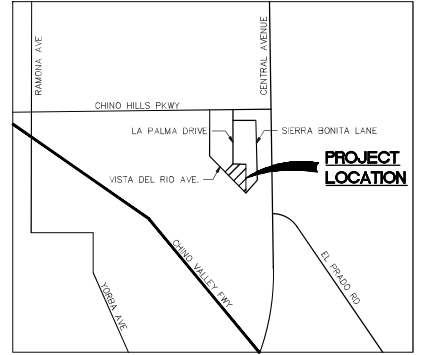
**CABLE:**  
 SPECTRUM  
 4200 CHINO HILLS PARKWAY, SUITE 170  
 CHINO HILLS, CA 91709  
 CONTACT: RAY LOPEZ  
 PHONE: (909) 821-3021

**CABLE:**  
 FRONTIER COMMUNICATIONS  
 15658 POMONA RINCON DR.  
 CHINO HILLS, CA 91709  
 (909)469-6328

**CABLE:**  
 IDEA  
 6075 KIMBALL AVE  
 CHINO, CA 91708  
 CONTACT: MATTHEW POSEKE  
 (909)993-1723

**ELECTRICAL:**  
 SOUTHERN CALIFORNIA EDISON COE  
 1351 FRANCIS STREET  
 DONTARIO, CA 91761  
 CONTACT: MARTIN RUBIO  
 (626) 513-6032

**GAS:**  
 SOUTHERN CALIFORNIA GAS COMPANY  
 1951 N. LUGONIA AVE.  
 REDLANDS, CA 92374  
 CONTACT: GEARY AMBERS  
 (909) 335-7955



**VICINITY MAP**  
 N.T.S.



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	OVERALL SITE PLAN
3	PRECISE GRADING PLAN
4	ELECTRICAL SITE PLAN

**PROJECT INFORMATION**  
 PROJECT ADDRESS:  
 15091 LA PALMA DRIVE  
 CHINO, CA 91710  
 PROPERTY AREA: 13.3 ACRE  
 APN: 102-158-120

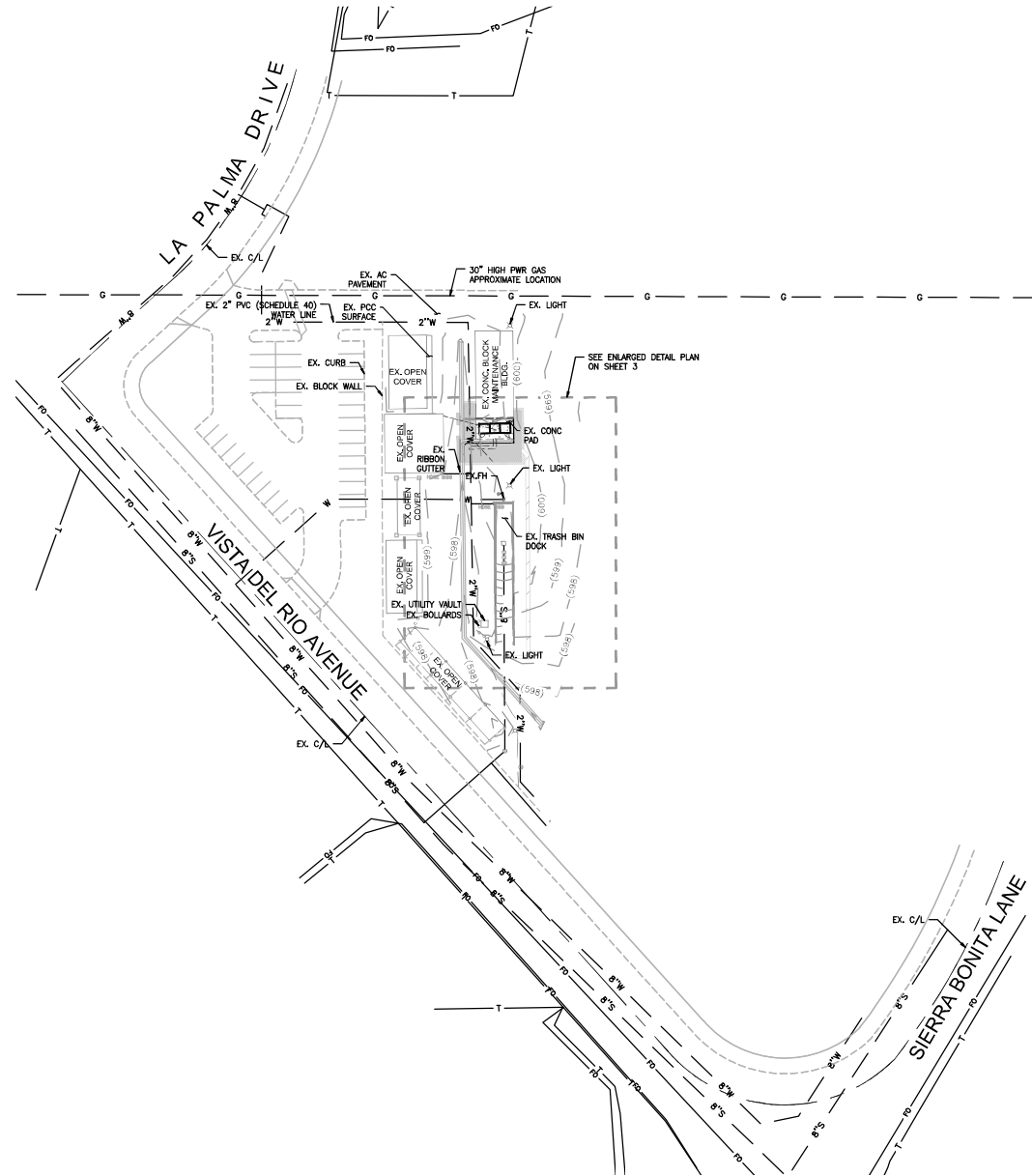
**EARTHWORK QUANTITIES**  
 CUT: 7.24 CY  
 FILL: 0.08 CY  
 NET CUT: 7.16 CY

**CONTACT INFORMATION**  
 CITY OF CHINO HILLS  
 14000 CITY CENTER DRIVE  
 CHINO HILLS, CA 91709  
 NAME: JARROD MANUEL

**ENGINEER'S NOTICE TO CONTRACTORS**  
 THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONS OF ALL RECORDED UTILITIES AS WELL AS ANY NOT SHOWN AND SHALL CONFIRM ALL ALIGNMENTS AND GRADES BY FIELD INVESTIGATIONS.

**SPECIAL NOTE FROM ENGINEER TO CONTRACTOR**  
 THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEEM, INDemnIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

	PREPARED BY:	REVISIONS	MADE BY DATE	APPROVED BY DATE	BENCHMARK DATA	REFERENCE DWG.	REVIEWED BY STAFF	BY	DATE	CITY ENGINEERS STAFF	BY	DATE	RECOMMENDED BY:	CITY OF CHINO ENGINEERING DIVISION	PROJECT NO.
		1861 West Redlands Blvd, Redlands, CA 92373 P: 909.890.1255 F: 909.890.0995	▲ ▲ ▲ ▲ ▲			NGS BENCHMARK ABB602, "11F 111": A 2-INCH DIAMETER BRASS DISK IN THE SOUTHEAST CORNER OF A CATCH BASIN, STAMPED 11F 111 1194. ELEVATION: 1132.00 FEET DATUM: NAVD 88		WATER: ENVIRONMENTAL: FIRE: PLANNING: TRAFFIC: SERVICES:					ALBERTO ESPINOZA R.C.E. No. 71374	PUBLIC WORKS YARD RESTROOM TITLE SHEET	SHEET 1 OF 4 DRAWING NO.
SIGNATURE _____	DATE _____														

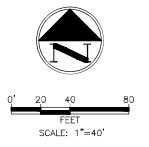
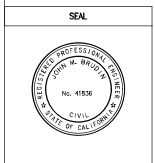


**LEGEND:**

- CENTER LINE
- - - - EXISTING IMPROVEMENTS
- — — PROPOSED IMPROVEMENTS
- FO FIBER OPTIC
- W WATER LINE
- S SEWER LINE
- T TELECOMMUNICATIONS
- G GAS LINE

**ABBREVIATIONS**

- CG CENTER OF GRAVITY
- FS FINISH SURFACE
- FL FLOWLINE
- GL GUTTER LIP
- GB GRADE BREAK
- AC ASPHALT CONCRETE
- POC PORTLAND CEMENT CONCRETE
- RL RIDGE LINE



PREPARED BY: <b>ERSC</b> 1861 West Redlands Blvd, Redlands, CA 92373 (909) 890.1255 E:909.890.0995	REVISIONS ▲ ▲ ▲ ▲	MADE BY DATE APPROVED BY DATE	BENCHMARK DATA NGS BENCHMARK AB6602, "YLF 111": A 2-INCH DIAMETER BRASS DISK IN THE SOUTHEAST CORNER OF A CATCH BASIN, STAMPED "YLF 111 1984, ELEVATION: 1132.00 FEET DATUM: NAVD 88	REFERENCE DWG.	REVIEWED BY STAFF WATER: ENVIRONMENTAL: FIRE: PLANNING: TRAFFIC: SERVICES:	BY DATE CITY ENGINEERS STAFF DRAWN: DESIGNED: CHECKED: RECOMMENDED:	RECOMMENDED BY: ALBERTO ESPINOZA R.C.E. No. 71374	DATE	CITY OF CHINO ENGINEERING DIVISION PUBLIC WORKS YARD RESTROOM OVERALL SITE PLAN	PROJECT NO. SHEET 2 OF 4 DRAWING NO.
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**CONSTRUCTION NOTES**

- ① SAWCUT EXISTING AC/PCC SURFACE. 2" MIN. GRIND AND OVERLAY AC PER DETAIL ON SHEET 3.
- ② JOIN & MATCH PROPOSE SURFACE TO ADJACENT EXISTING SURFACE
- ③ CONSTRUCT 8" PCC SLAB OVER 2" COURSE OF SAND BEDDING ON 4" OF COMPACTED CLASS II AGGREGATE BASE MATERIAL (ABM) ON COMPETENT NATIVE OR COMPACTED-FILL SOIL SUBGRADE.
- ④ CONSTRUCT 3" AC PAVEMENT OVER 6" CLASS II CRUSHED AGGREGATE BASE MATERIAL (CAB).
- ⑤ INSTALL RESTROOM BUILDING PER PUBLIC RESTROOM COMPANY, PLAYGROUND SERIES PS-021, OR APPROVED EQUAL.
- ⑥ CONSTRUCT 3" WIDE RIBBON GUTTER PER DETAIL ON SHEET 3.
- ⑦ CONSTRUCT 1" WIDE RIBBON GUTTER PER DETAIL ON SHEET 3.
- ⑧ FILL JOINT WITH NON-SHRINK GROUT.
- ⑨ SAWCUT AND REMOVE FULL DEPTH AC AND BASE MATERIAL AS NECESSARY TO A MINIMUM DEPTH OF 0.75' PER DETAIL ON SHEET 3.

**SEWER CONSTRUCTION NOTES**

- ⑩ INSTALL 4" VCP SEWER LINE (EXTRA STRENGTH)
- ⑪ INSTALL SAMPLING WYE (SEWER CLEANOUT) PER CITY OF CHINO STD. 527
- ⑫ CONNECT PROPOSED SEWER LINE TO EXISTING 8" VCP SEWER PER CITY OF CHINO STD. 500 PIPE S.

**WATER CONSTRUCTION NOTES**

- ⑬ INSTALL 1" PVC (SCHEDULE 40) WATER LINE
- ⑭ INSTALL 2"x1"x2" TEE
- ⑮ INSTALL 90° BEND
- ⑯ CONNECT 1" WATER LINE TO EXISTING 2" PVC WATER LINE.

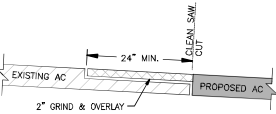
SEWER PIPE TABLE				
Pipe Name	Size	Bearing	Length	Slope
S1	4.00'	S45°00'00"E	15.39'	S = 0.022
S2	4.00'	S0°30'17"E	141.99'	S = 0.020
S3	4.00'	N90°00'00"W	17.18'	S = 0.155

WATER PIPE TABLE				
Pipe Name	Size	Bearing	Length	Slope
W1	1.00'	S88°49'38"W	17.40'	
W2	1.00'	S0°00'00"E	5.00'	

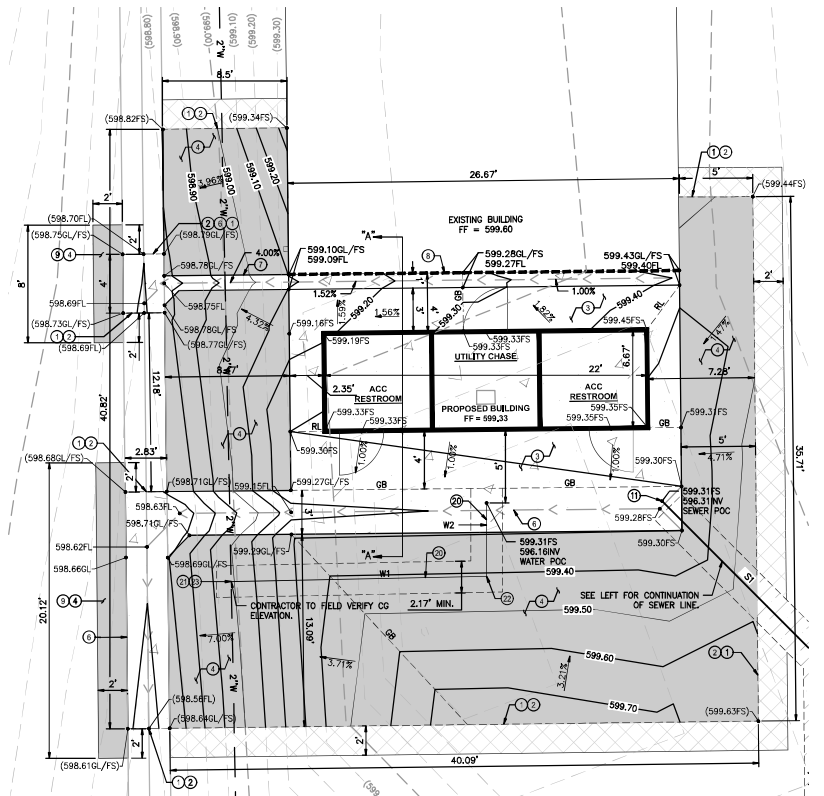
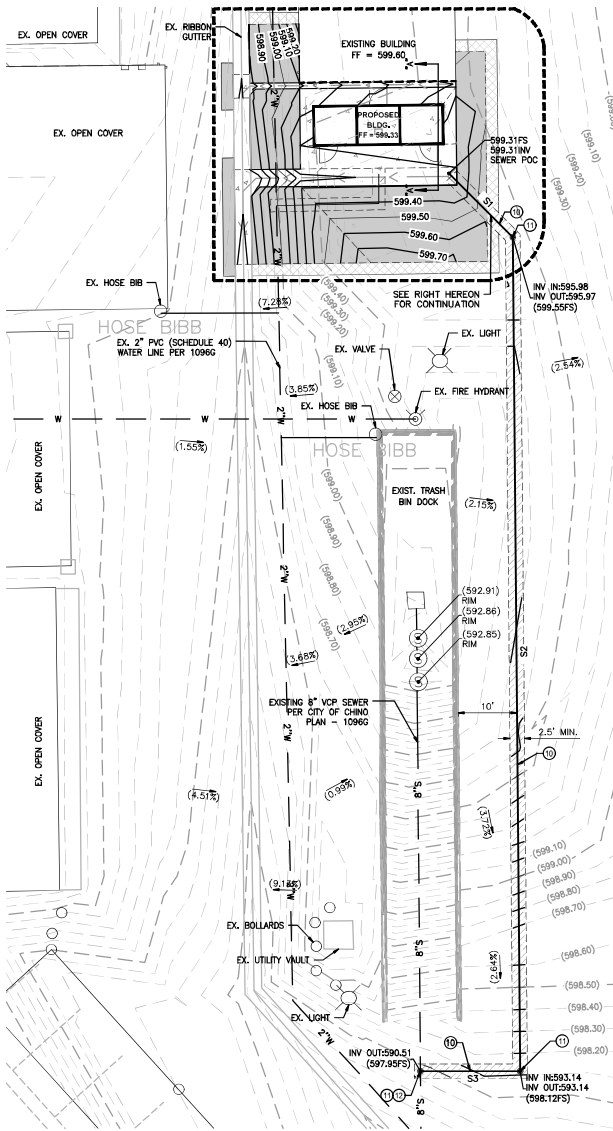
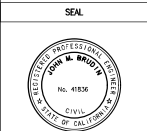
TRENCH REPAIR

**GENERAL NOTE:**

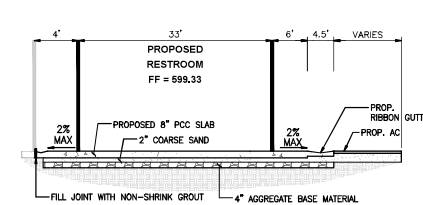
1. UTILITY TRENCH REPAIR AND PIPE BEDDING FOR WATER AND SEWER PER CITY OF CHINO STD. 109A THROUGH 109D.
2. RESTROOM MANUFACTURER TO PROVIDE UTILITY CONNECTIONS UP TO 6 FEET OUTSIDE THE BUILDING FOOTPRINT.



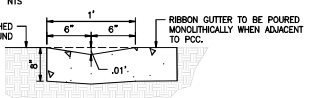
**SAWCUT DETAIL NTS**



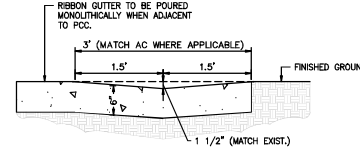
**ENLARGED DETAIL "A"**  
SCALE: 1" = 4'



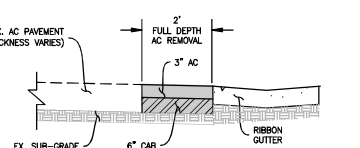
**SECTION "A" - "A"**  
NTS



**1" RIBBON GUTTER**  
NTS



**3" RIBBON GUTTER**  
NTS



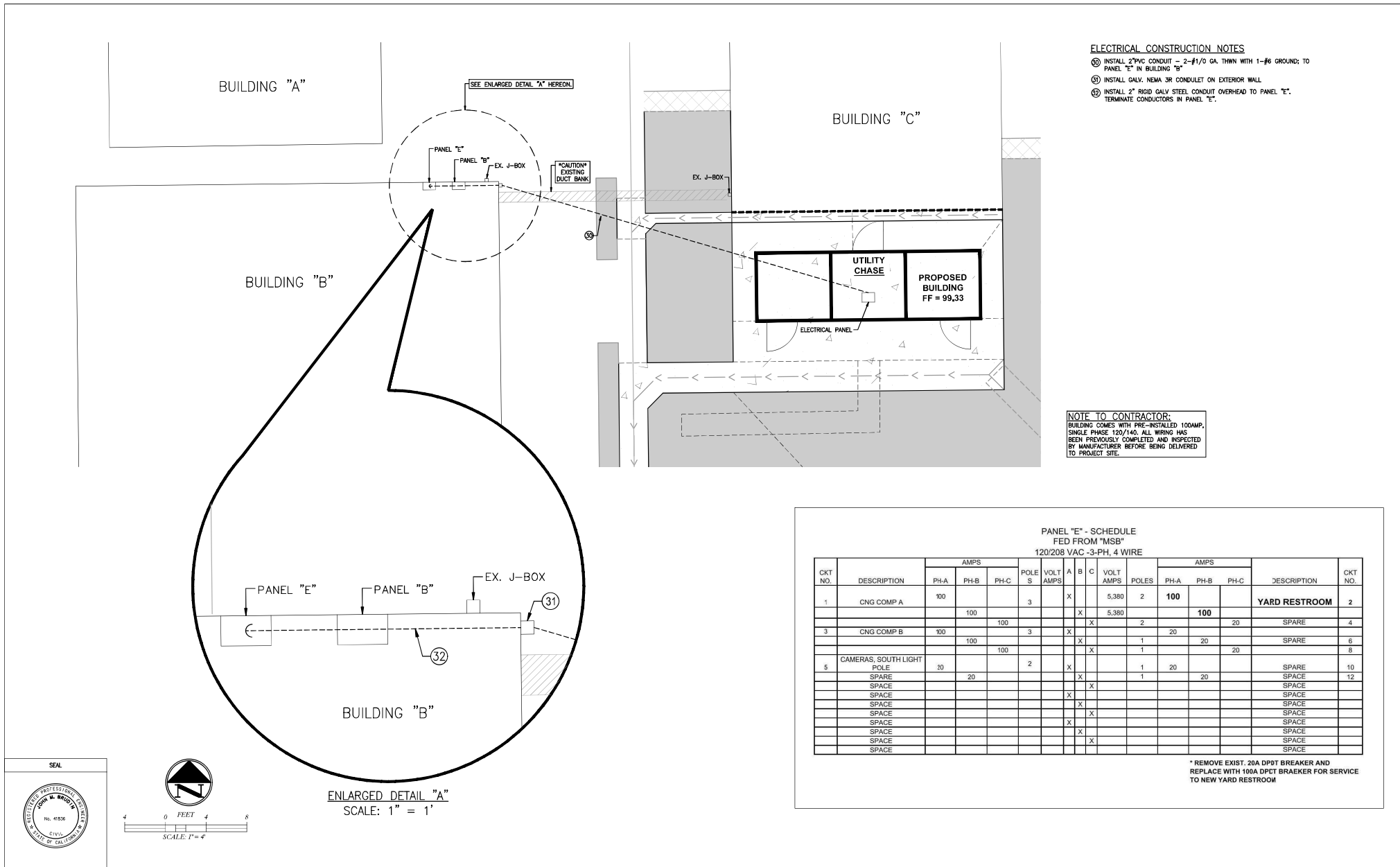
**FULL DEPTH REMOVAL**  
NTS

PREPARED BY:	REVISIONS	MADE BY DATE	APPROVED BY DATE	BENCHMARK DATA	REFERENCE DWG.	REVIEWED BY STAFF	BY DATE	CITY ENGINEERS STAFF	BY DATE	RECOMMENDED BY:	CITY OF CHINO ENGINEERING DIVISION	PROJECT NO.
ERSC 1861 West Redlands Bldg. Redlands, CA 92373 909.890.1255 Engineering Resources of Southern California E-909.890.0995				NBS BENCHMARK AB6602, "11F 111": A 2-INCH DIAMETER BRASS DISK IN THE SOUTHEAST CORNER OF A CATCH BASIN, STAMPED "11F 111 1194, ELEVATION: 1132.00 FEET DATUM: NAVD 88		WATER: ENVIRONMENTAL: FIRE: PLANNING: TRAFFIC: SERVICES:				ALBERTO ESPINOZA R.C.E. No. 71374	PUBLIC WORKS YARD RESTROOM PRECISE GRADING PLAN	SHEET 3 OF 4 DRAWING NO.

**ELECTRICAL CONSTRUCTION NOTES**

- Ⓢ INSTALL 2" PVC CONDUIT - 2-#1/0 GA. THIN WITH 1-#6 GROUND; TO PANEL "E" IN BUILDING "B".
- Ⓢ INSTALL GALV. NEMA 3R CONDUIT ON EXTERIOR WALL.
- Ⓢ INSTALL 2" RIGID GALV STEEL CONDUIT OVERHEAD TO PANEL "E". TERMINATE CONDUCTORS IN PANEL "E".

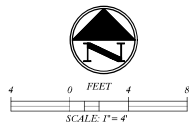
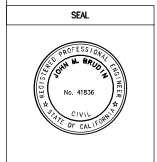
**NOTE TO CONTRACTOR:**  
 BUILDING COMES WITH PRE-INSTALLED 100AMP, SINGLE PHASE 120/140. ALL WIRING HAS BEEN PREVIOUSLY COMPLETED AND INSPECTED BY MANUFACTURERS BEFORE BEING DELIVERED TO PROJECT SITE.



**PANEL "E" - SCHEDULE  
 FED FROM "MSB"  
 120/208 VAC - 3-PH, 4 WIRE**

CKT NO.	DESCRIPTION	AMPS			POLE S	VOLT AMPS			POLES	AMPS			DESCRIPTION	CKT NO.
		PH-A	PH-B	PH-C		A	B	C		PH-A	PH-B	PH-C		
1	CNG COMP A	100			3	X		5,380	2	100			YARD RESTROOM	2
			100				X	5,380			100			
3	CNG COMP B	100			3	X			2	20		20	SPARE	4
			100				X		1	20		20	SPARE	6
				100			X		1		20	20	SPARE	8
5	CAMERAS, SOUTH LIGHT POLE	20			2	X			1	20			SPARE	10
	SPARE	20				X			1	20		20	SPARE	12
	SPACE						X						SPACE	
	SPACE					X							SPACE	
	SPACE						X						SPACE	
	SPACE					X							SPACE	
	SPACE						X						SPACE	
	SPACE							X					SPACE	

\* REMOVE EXIST. 20A DPDT BREAKER AND REPLACE WITH 100A DPDT BRAEKER FOR SERVICE TO NEW YARD RESTROOM



**ENLARGED DETAIL "A"  
 SCALE: 1" = 1'**

<b>PREPARED BY:</b> ERSC 1861 West Redlands Blvd., Redlands, CA 92373 P:909.890.1255 E:909.890.0995	<b>REVISIONS:</b> (Empty table)	<b>MADE BY DATE:</b> (Empty table)	<b>APPROVED BY DATE:</b> (Empty table)	<b>BENCHMARK DATA:</b> NGS BENCHMARK ABB602, "YLF 111": A 2-INCH DIAMETER BRASS DISK IN THE SOUTHEAST CORNER OF A CATCH BASIN, STAMPED YLF 111 1994, ELEVATION: 1132.00 FEET DATUM: NAVD 88	<b>REFERENCE DWG.:</b> (Empty table)	<b>REVIEWED BY STAFF:</b> WATER: _____ ENVIRONMENTAL: _____ FIRE: _____ PLANNING: _____ TRAFFIC: _____ SERVICES: _____	<b>BY DATE:</b> (Empty table)	<b>CITY ENGINEERS STAFF:</b> (Empty table)	<b>BY DATE:</b> (Empty table)	<b>RECOMMENDED BY:</b> ALBERTO ESPINOZA R.C.E. No. 71374	DATE: _____	CITY OF CHINO ENGINEERING DIVISION PUBLIC WORKS YARD RESTROOM ELECTRICAL SITE PLAN	PROJECT NO. SHEET 4 OF 4 DRAWING NO.
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## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025

FROM: CITY MANAGER      ITEM NO: 19

SUBJECT: CHANGE ORDER NO. 1 TO AGREEMENT NO. A2024-173 WITH CRIMSON MARIE COMPANY, INC. FOR THE CONSTRUCTION OF THE COMMUNITY PARK CONCRETE V-DITCH REPLACEMENT AND RESTORATION PROJECT

---

### RECOMMENDATION:

1. Authorize the execution of Change Order No. 1 to Agreement No. A2024-173 with Crimson Marie Company, Inc. in the amount of \$86,647.20, increasing the total agreement to a not-to-exceed amount of \$639,086.00.
2. Authorize the City Manager, at his discretion, to approve additional cumulative change orders from 10% to 20% (\$110,487.76) of the original awarded contract amount for the anticipated change orders during the remainder of the construction phase.

### BACKGROUND/ANALYSIS:

On October 22, 2024, the City Council approved the construction contract with Crimson Marie Company, Inc. (Crimson) for the construction of the Community Park Concrete V-Ditch Replacement and Restoration project. The City Council also provided authorization for the City Manager to approve change orders up to a cumulative amount of \$55,243.88, or 10% of the contract amount.

Construction began on November 18, 2024, and is still currently underway. The project primarily consists of replacing and restoring approximately 600 linear feet of undermined and damaged storm drain V-ditch along the Community Park's west property line. During the initial phases of construction, a section of the existing V-ditch slated to remain for minor backfill slurry was removed for staff to perform close inspection and soil exploration underneath a section of cracked V-ditch. Staff discovered cracks along the bottom of the V-ditch had shifted uncovering voids and further concrete stress beginning to develop. Staff has determined the necessity to remove and replace these additional sections of the V-ditch. With the additional removal and replacement of the V-ditch, the adjustment of the bid line items applicable to the work will increase the contract amount more than 10% and thereby exceed the City Manager's authority to approve Change Order No. 1.

The cumulative amended Agreement No. A2024-173 is summarized as follows:

Original Agreement Amount	\$552,438.80
Amendment No. 1	\$86,647.20
Revised Agreement Amount	\$639,086.00

In addition, with the construction phase in its early phase, potential unforeseen conditions and changes to the scope of work may be encountered. Staff is requesting authorization from the City Manager, at his discretion, to approve additional cumulative change orders from 10% to 20% of the original contract amount to Crimson Marie Company, Inc., for a grand total of \$110,487.76, to efficiently process time-sensitive change order requests and to ensure construction moves forward without undue delay.

**ENVIRONMENTAL (CEQA) REVIEW:**

At the August 13, 2024, City Council meeting, the project was determined to be exempt as a Class 2(c) Categorical Exemption (existing utility systems and/or facilities involving negligible or no expansion of capacity), pursuant to Section 15302 of Guidelines for the California Environmental Quality Act of 1970, as amended, Public Resources Code section 21000 *et seq.*

**FISCAL IMPACT:**

The total estimated cost for this project is as follows:

Item	Amount
RJM Contract (Design Services -- Phases I and II)	\$177,900.00
Ludwig Engineering Contract (Design Services - Phase III)	\$118,870.00
Ludwig Engineering Contract (Design Services - SD concrete V-Ditch Repair)	\$34,018.00
Ludwig Engineering Contract (Amendment #2)	\$15,270.00
Ludwig Engineering Contract (Amendment #3)	\$24,920.00
Contingencies (10%)	\$19,307.80
GMU Contract (Geotech Services)	
Phase I - Turf Infiltration Testing Services and	\$10,150.00
Phase II - Construction Geotech Observation and Testing Services	\$83,595.00
V-Ditch Replacement -- Construction Observation and Testing Services	\$9,950.00
Phase III - Construction Observation and Testing Services	\$23,406.00
Phase I - Construction Contracts (Artificial Turf Replacement (Fields 1-4)	\$4,382,585.19
Phase II - Construction Contract (Artificial Turf Replacement (Fields 5&6)	\$1,746,437.05
V-Ditch Replacement - Construction Contract (ARPA)	\$552,438.80
V-Ditch Replacement - Change Order No. 1	\$86,647.20
Phase III - Construction Contract (Parking Lot Exp & Site Improv - Re-Bid) ARPA	\$2,029,957.92
V-Ditch Replacement - Construction Contingencies (20%)	\$110,487.76
Phase III - Construction Contingencies (10%)	\$202,995.79
Staff Time, Construction Management, Inspection, and Testing (Cumulative)	\$605,003.49
Other Miscellaneous Park Improvements Contracts and Expenses	\$600,310.00
<b>Total</b>	<b>\$10,834,250.00</b>

The current Capital Improvement Program has \$10,834,250 budgeted for the Community Park Improvements project. There is no impact on the General Fund with this item. The funding available for this project is as follows:

Project No.	Funding Source	Amount
PK22003	General Fund	\$4,558,250.00
PK22003	Parks Maintenance	\$1,226,000.00
PK22003	Miscellaneous Grants	\$250,000.00
PK22003	CFD 8	\$2,300.50
PK22003	CFD 9	\$2,448,508.00
PK22003	CFD - Regional	\$1,349,191.50
PK22003	American Rescue Plan Act (ARPA)	\$1,000,000.00
	<b>Total Approved Funding</b>	<b>\$10,834,250.00</b>

**REVIEWED BY OTHERS:**

This item has been reviewed by the Community Services Director, Finance Director, and City Attorney.

**LEVINE ACT DETERMINATION:**

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:



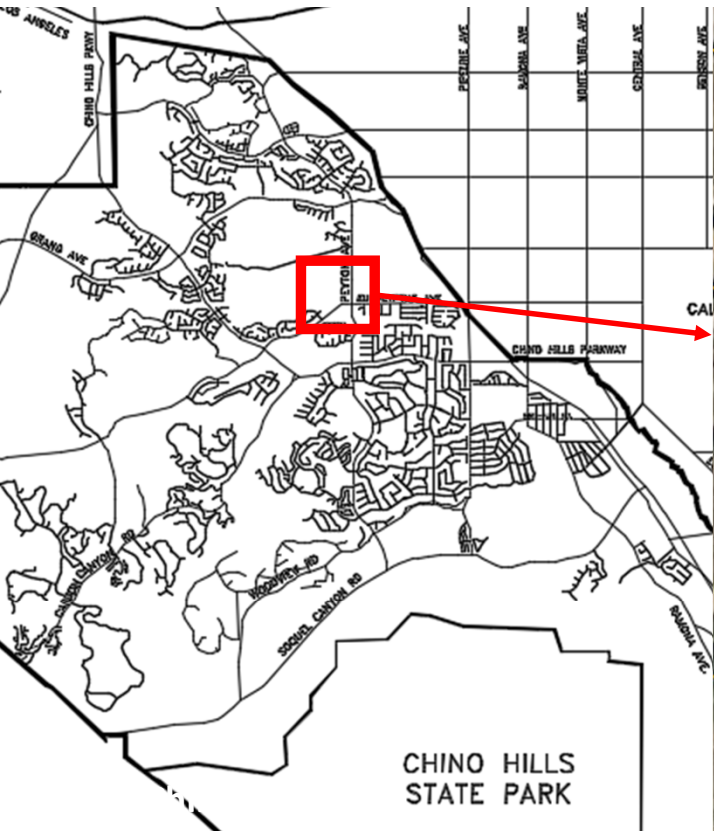
Benjamin Montgomery  
City Manager



Daniel Bobadilla  
Director of Public Works/City Engineer

Attachments Attachment 1 - Location Map  
Change Order No. 1 to Agreement No. A2024-173





**CITY OF CHINO HILLS**

Community Park Concrete V-Ditch Replacement and  
Restoration Improvements Project  
CIP No. PK22003

**LOCATION MAP**

**Chino Hills Community Park – 3280 Eucalyptus Avenue**

**CITY OF CHINO HILLS  
CHANGE ORDER NO. 1**

**Contract No.** A2024-173  
**Project No.** PK22003  
**Project Name** CP V-Ditch Replacement

**Contractor** CRIMSON MARIE COMPANY, INC.  
P.O. Box 291723  
Phelan, CA 92329

**Description of Items:**

<u>Item No</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	<u>Adjustment of Bid Line Items Quantities:</u> Contractor to remove and reconstruct approximately 330 linear feet of additional concrete V-ditch discovered to be cracked and failed. The following bid line items to be adjusted accordingly and shall be finalized at end of construction project:				
	Bid Item 17. Remove Existing Concrete V-Ditch	330	LF	\$78.00	\$25,740.00
	Bid Item 10. Construct Replacement Concrete V-Ditch	330	LF	\$212.00	\$69,960.00
2	<u>Credit Bid Line Item:</u> Bid Item 19. Backfill Compacted at 90% of Maximum Dry Density with 2" Concrete Slurry	(164)	LF	\$55.20	(\$9,052.80)
				<b>Total</b>	<b><u>\$86,647.20</u></b>

Working Days: Original 75 ; Add 10 (Cumulative); Revised 85

<b>ORIGINAL CONTRACT AMOUNT</b>	<u>\$ 552,438.80</u>	Current Change Order No.	<u>1</u>
Number of Change Orders to Date	<u>                    </u>	Current Change Order Amount	<u>\$86,647.20</u>
Change Order to Date Amount	<u>\$ -</u>	Current Change Order %	<u>15.7%</u>
Change Orders to Date %	<u>0.0%</u>	Total Change Orders %	<u>15.7%</u>
Adjusted Contract Amount	<u>\$ 552,438.80</u>	<b>AMENDED CONTRACT AMOUNT</b>	<u>\$ 639,086.00</u>

**CITY OF CHINO HILLS**

\_\_\_\_\_  
**Art Bennett, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cheryl Balz, City Clerk**

\_\_\_\_\_  
**Date**

**CRIMSON MARIE COMPANY, INC.**

Signed by:

*Sarah Thacker*

F8044B73F55743B...

**Signature**

Sarah Thacker

CEO

**Printed Name and Title**

12/17/2024

**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date**



## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025

FROM: CITY MANAGER      ITEM NO:20

SUBJECT: ASSIGN ALTERNATE TO THE TRES HERMANOS CONSERVATION AUTHORITY BOARD

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### RECOMMENDATION:

Assign a Council Member as Alternate to the Tres Hermanos Conservation Authority Board.

### BACKGROUND/ANALYSIS:

Each year, the City Council reviews their Committee/Commission/Board assignments and decides if they wish to make changes or continue their service. At the December 10, 2024, City Council meeting, the Council appointed Council Members Rogers and Marquez as Directors of the Tres Hermanos Conservation Authority Board (Board). However, the selection of an alternate was inadvertently missed.

Staff recommends that the City Council make an appointment of an alternate Director to the Board to serve in the absence of a Director.

### ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and, constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

### FISCAL IMPACT:

There is no fiscal impact with this item.

### LEVINE ACT DETERMINATION:

This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Cheryl Balz  
City Clerk



## COUNCIL AGENDA STAFF REPORT

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS      DATE: JANUARY 14, 2025  
FROM: CITY CLERK      ITEM NO:21  
SUBJECT: 2025 COMMISSIONER APPOINTMENTS

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### RECOMMENDATION:

Appoint two members each to Parks and Recreation, Planning, and Public Works Commission with terms expiring November 30, 2028.

### BACKGROUND/ANALYSIS:

Commission members appointed pursuant to Chino Hills Municipal Code (CHMC) Section 2.28.050 serve terms coterminous with that of the individual City Council member who nominated them. Parks and Recreation Commissioners Robert Gavela and Jennifer Holtkamp, Planning Commissioners Peter Pirritano and Sheran Voigt, and Public Works Commissioners Natalie Avila and Mike Kleczko have terms that expired on November 30, 2024, coterminous with the terms of Council Members Art Bennett and Cynthia Moran. Commissioners are entitled to serve on the Commission until a successor is appointed by the City Council.

Due to the certification of the election, the appointment of Commissioners was delayed to allow the re-elected Council Members Art Bennett and Cynthia Moran an opportunity to review applications received during an open recruitment conducted from December 11 through December 19, 2024. Commissioners continue to serve until re-appointed or a new appointment is made.

### ENVIRONMENTAL (CEQA) REVIEW:

This proposed action is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and, constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

### FISCAL IMPACT:

There is no fiscal impact.

LEVINE ACT DETERMINATION:  
This item is NOT subject to the Levine Act.

Respectfully Submitted,

Recommended By:

  
Benjamin Montgomery  
City Manager

  
Cheryl Balz  
City Clerk

Attachments Code Sections 2.28.030 to 2.28.070

### 2.28.030 - Qualifications.

Unless otherwise specifically provided by law, or by ordinance or resolution of the City Council, all members of boards and commissions of the City shall, at all times during their incumbencies, be eighteen (18) years of age and be residents of the City. For purposes of this section, a "resident" is a person who has a domicile within the City as defined by Elections Code Section 349. No member of any board or commission shall be a City employee, nor shall any person be a member of more than one (1) board or commission at any one (1) time.

(Ord. 91-05 § 2.06.030; Ord. No. 342, § 1, 11-26-2019)

### 2.28.040 - Applications.

The City Clerk shall maintain all applications submitted to the city for board or commission positions for a period of two years.

(Ord. 91-05 § 2.06.040)

### 2.28.050 - Appointment.

Members of each board and commission shall be appointed, and may be removed, by a majority of the City Council.

(Ord. 91-05 § 2.06.050)

(Ord. No. 397, § 5, 7-11-2023)

### 2.28.060 - Term.

- A. Commissioners and board members appointed pursuant to Section 2.28.050 of this section, shall serve a term coterminous with that of the individual City Council member who nominated them. The student member as prescribed in Section 2.32.020 of this code, however, shall be nominated by the Mayor and confirmed by a majority vote of the City Council to serve a twelve (12) month term from May of one year to May of the following year. Except as set forth in this section, no Commissioner shall serve a term exceeding four years without being renominated and reappointed.
- B. Unless removed by a majority vote of the City Council, a Commissioner shall be entitled to serve on the Commission until a successor is appointed by the City Council.

(Ord. 57 § 2; Ord. 91-05 § 2.06.060)

## 2.28.070 - Vacancies

If vacancies in any board or commission occur, other than by expiration of term, such vacancies shall be filled by appointment for the unexpired portion of the term.

(Ord. 91-05 § 2.06.070)