



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

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

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

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

**TUESDAY, MAY 20, 2025**

**REGULAR MEETING**

**AGENDA**

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

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**ROLL CALL**

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

**CLOSED SESSION PUBLIC COMMENTS**

*This is the time and place for the general public to address the City Council about the closed session items. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address the Council, except as provided under Government Code 54954.3(b)(2).*

**CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8  
Property: APN: 1052-581-04; Agency Negotiator: Linda Reich, City Manager or her designee;  
Negotiating Parties: Fikse, Eric & Kim Family Trust; Under Negotiation: Price and Terms of Potential Acquisition

2. EXISTING LITIGATION Pursuant to Government Code Section 54956.9  
Hatim Mouissa v. City of Chino (San Bernardino Superior Court Case No. CIVSB2407095)

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9  
Number of Potential Cases: One

4. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6  
Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management  
Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

### **FLAG SALUTE**

### **CEREMONIALS**

#### **Proclamations**

National Public Works Week 2025 - Proclaim the week of May 18-24, 2025 as National Public Works Week.

Trauma Awareness Month; Emergency Medical Services Week - Proclaim the month of May as Trauma Awareness Month; and the week of May 18-24, 2025 as Emergency Medical Services Week.

Wildfire Awareness Month - Proclaim the month of May as Wildfire Awareness Month.

#### **Presentations**

2025 Hall of Fame Award Recipient - Recognition of the 2025 Hall of Fame Award Recipient: Barry W. Johnson.

Chino Youth Boxing Program Anniversary - Recognition of the Chino Youth Boxing Program's 50th Anniversary - 2025.

### **REPORT OUT OF CLOSED SESSION**

### **AGENDA ADDITIONS/REVISIONS**

### **INFORMATION**

External Agency Report for May 20, 2025. Receive and file the External Agency Report for May 20, 2025 (Covering Meetings from March 1 - March 31, 2025).

### **PUBLIC ANNOUNCEMENTS**

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

### **PUBLIC COMMENTS**

*This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as*

***provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.***

### **CONSENT CALENDAR**

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

1. Warrants. Approve expenses as audited and within budget for warrants 775415 to 775636, and Electronic Fund Transfers 524278E to 524377E, totaling \$3,776,929.67
2. Minutes. Regular Meeting Minutes for May 6, 2025 (Mayor Pro Tem Burton Absent-Excused).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Report on Priority State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated May 20, 2025; the Tracked State Legislation Report; and Position Letters on Legislation.
5. Renewal of Live Entertainment Permit - The Patio Grill & Cantina. Approval of a renewal Live Entertainment Permit for The Patio Grill & Cantina at 13511 Central Avenue for a period of 12 months, subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of permit.
6. Notice of Completion - Restoration of City Park Restrooms. Accept the Restoration of City Park Restrooms with New Millennium Construction Services, Contract No. 2024-105 as complete; and authorize the Director of Public Works to file the Notice of Completion.
7. Amended Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 to 2029/2030. Adopt Resolution No. 2025-019, approving an amended Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 to 2029/2030 and accompanying correction memorandum.
8. Integrated Waste Management Service Rates Fiscal Year 2025-26. Adopt Resolution No. 2025-020, establishing the integrated waste management service fees for Fiscal Year 2025-26, effective July 1, 2025.
9. Procurement of a Wastewater Televising Inspection Transit Van from Plumbers Depot, Inc. Approve the procurement of a Wastewater Televising Inspection Transit Van from Plumbers Depot, Inc., Hawthorne, CA, in the amount of \$179,262.50 for assignment to the Public Works Department Wastewater Division.
10. Procurement of 29 Closed-Circuit Television (CCTV) Cameras with GlassBox Technology to be used citywide. Approve the procurement of additional Closed-Circuit Television (CCTV) cameras with Glassbox Technology, Inc. for \$122,000 for the CCTV Camera Installation Phase III Project (TR221).
11. Sale of City of Chino's ownership of Plant 33 to the Monte Vista Water District. Approve the sale of the City's ownership interest in Plant 33 to the Monte Vista Water District for \$1,015,000.00.

12. Professional Services Agreement - Arellano Associates Public Outreach Services for the Euclid Avenue Bridge Project (ST243). Award a Professional Services Agreement to Arellano Associates for \$499,983 for Public Outreach Services for the Euclid Avenue Bridge Project (ST243).
13. Professional Services Agreement Amendment No. 1 - Benson Reservoir No. 3 Improvement Project (WA213) Approve Amendment No. 1 for \$162,473 to the Professional Services Agreement with Dudek (Agreement No. 2024-282), for additional services to design a structural concrete tank for Benson Reservoir No. 3.

### **PUBLIC HEARING**

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

14. Annexation No. 9 of Territory into Existing Community Facilities District No. 2003-03 Improvement Area 5. Conduct a Public Hearing regarding Annexation No. 9 of Territory into Existing Community Facilities District No. 2003-03 Improvement Area 5.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: 1) Conduct a Public Hearing; 2) adopt Resolution No. 2025-017 calling a special election for the purpose of approving an annexation into Improvement Area 5 of the Community Facilities District No. 2003-3; 3) adopt Resolution No. 2025-018, declaring results of the special election; and 4) authorize the City Manager to execute all documents on behalf of the City.

15. Assembly Bill (AB) 2561 - Annual Public Hearing on City of Chino Job Vacancies and Recruitment and Retention Efforts. Conduct a Public Hearing required by Assembly Bill (AB) 2561 pertaining to City of Chino job vacancies and recruitment and retention efforts.

Staff Report By: Terry Doyle, Director of Human Resources/Risk Management and Krystle Murillo, Deputy Director of Human Resources/Risk Management

RECOMMENDATION: Conduct a Public Hearing required by Assembly Bill (AB) 2561 and receive an informational presentation pertaining to City of Chino job vacancies and recruitment and retention efforts.

### **NEW BUSINESS**

16. Cancel the procurement of Police Vehicles with Warren Anderson dba Fritts Ford and Approve the Procurement of Police Vehicles with Fairview Ford Sales, Inc. Cancel the procurement of thirteen (13) Police Interceptor Utility vehicles and approve the procurement of thirteen (13) Police Interceptor Utility vehicles with Fairview Ford Sales in the amount of \$787,544.29.

Staff Report By: Mussette Ayala, Senior Management Analyst

RECOMMENDATION: 1) Cancel the procurement of thirteen (13) Police Interceptor Utility vehicles with Warren Anderson dba Fritts Ford, Riverside, CA, for \$588,165.50 2) approve the procurement of thirteen (13) Police Interceptor Utility vehicles with Fairview Ford Sales, Inc., San Bernardino, CA, for \$787,544.29; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.



17. Cooperative Reimbursement Agreement with the County of San Bernardino. Approve a Cooperative Reimbursement Agreement with the County of San Bernardino for the Chino Airport Driveway Improvement Project (R7250).

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Approve the establishment of a new CIP project entitled "Chino Airport Driveway Improvement Project," R7250 with a total project budget of \$163,735; 2) Approve a Cooperative Reimbursement Agreement between the City of Chino and San Bernardino County to establish reimbursement obligations for the Chino Airport Driveway Improvement Project (R7250); 3) Appropriate \$163,735 to the Transportation Fund (320), with a corresponding increase in revenue from the San Bernardino County Cooperative Reimbursement Agreement; 4) Find the environmental determination of the project to be categorically exempt in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City; and 5) Authorize the City Manager to execute all necessary documents on behalf of the City.

### **MAYOR AND COUNCIL REPORTS**

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

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

18. Community Support Fund - Council Member Comstock. Approve a community support fund contribution to Rancho Del Chino Rotary Club.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve a community support fund contribution of \$250 to Rancho Del Chino Rotary Club.

Council Member Flores

19. Community Support Fund - Council Member Flores. Approve community support fund contribution to Rancho Del Chino Rotary, Soroptimist of the Chino Valley, and Kiwanis Corn Feed Run Car Show.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of \$250 to Rancho Del Chino Rotary Club, \$250 to Soroptimist International of the Chino Valley, and \$250 to Kiwanis Club of Chino for the Corn Feed Run.

Council Member Lucio

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

**ADJOURN**

The next Regular Meeting of the City Council will be held on Tuesday, June 3, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Friday, May 16, 2025 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at [www.cityofchino.org](http://www.cityofchino.org) by myself or under my direction.



Natalie Gonzaga, City Clerk.

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

National Public Works Week 2025

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships
- Effective Technology



C H I N O

# Proclamation

*WHEREAS, public works infrastructure, facilities, vehicles, and services are of vital importance to sustainable communities and the health, safety and well-being of the people of Chino; and*

*WHEREAS, the planning, development, design, maintenance and operation of public works systems such as storm drains, sewers, water lines, streets, bridges, street lights, street signs, curb painting, traffic signals, public buildings, the City fleet, street trees, solid waste collection, and recycling is essential to meeting the needs of our community members; and*

*WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, maintenance & operations teams, inspectors, engineers, and administrators; and,*

*WHEREAS, the year 2025 marks the 65<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association; and*

*WHEREAS, the American Public Works Association (APWA) has announced the theme for 2025 National Public Works Week as: "People, Purpose, Presence"; and*

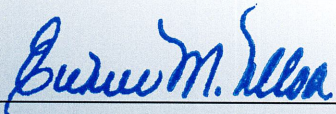
*WHEREAS, this year's theme highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day, meeting the needs of people is what gives the Public Works team its sense of purpose; and*

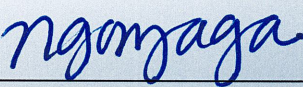
*WHEREAS, many times, public works professionals will never meet those whose lives have been impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all who live, work, and play in the great City of Chino.*

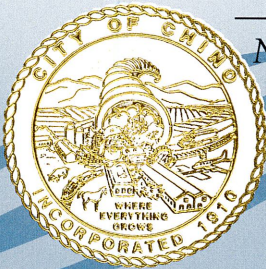
*NOW, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby designate the week May 18-24, 2025, as:*

**"NATIONAL PUBLIC WORKS WEEK"**

**PRESENTED this 20<sup>th</sup> day of May 2025.**

  
EUNICE M. ULLOA, Mayor

  
NATALIE GONZAGA, City Clerk





**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO:           MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM:       LINDA REICH, CITY MANAGER**

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**SUBJECT**

Trauma Awareness Month; Emergency Medical Services Week

C H I N O

# Proclamation

*WHEREAS, emergency medical services are a vital public service; and*

*WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

*WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

*WHEREAS, trauma has been identified as the leading cause of death among persons one to forty-four years of age; and*

*WHEREAS, raising our community awareness of the threat that trauma poses can increase our readiness; and*

*WHEREAS, emergency medical services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and*

*WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

*WHEREAS, Americans benefit daily from the knowledge and skills of these highly trained individuals; and*

*WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating Trauma Awareness Month and Emergency Medical Services Week.*

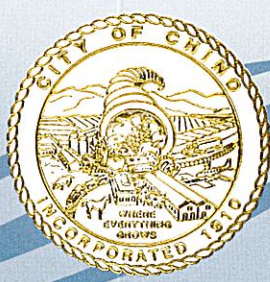
**NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim the month of May as “Trauma Awareness Month” and the week of May 18-24, 2025, as “Emergency Medical Services Week” in the City of Chino, California, recognizing Firefighters, Paramedics and other emergency medical responders.**

**PRESENTED THIS 20<sup>th</sup> DAY OF MAY 2025.**

  
EUNICE M ULLOA, Mayor

ATTEST:

  
NATALIE GONZAGA, City Clerk



**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO:           MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM:       LINDA REICH, CITY MANAGER**

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**SUBJECT**

Wildfire Awareness Month



C H I N O

# Proclamation

**WHEREAS**, in 2024, wildfires in the State of California destroyed approximately 1,050,012 acres, which impacted 2,148 structures and claimed the lives of 1 individual; and

**WHEREAS**, the National Interagency Fire Center reports that approximately 85% of wildland fires are human-caused; and

**WHEREAS**, the key to preventing wildfires is through education and awareness, and as such an informed community can take actions to prepare and prevent fires from starting; and

**WHEREAS**, The National Fire Protection Association emphasizes the value of vegetation clearance nearest to the first five feet of the perimeter of a home, known as "Zone Zero", as this may reduce the risk of fire ignition to a home; and

**WHEREAS**, Wildfire Awareness Month will promote the awareness and education of necessary actions to safeguard life, property, and the environment from the detrimental effects associated with wildfire; and

**WHEREAS**, the Chino Valley Fire District along with local government agencies and the Carbon Canyon Fire Safe Council are prepared to assist our citizens by making our community safer from the hazards of wildfire through educational programs such as Ready, Set, Go, and through the Fuel Reduction Program which provides a brush drop off and green waste dumpster to Carbon Canyon Residents.

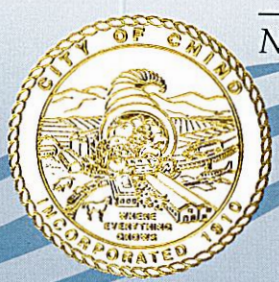
**NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO,** proclaim the month of May as:

**"WILDFIRE AWARENESS MONTH"**

**PRESENTED THIS 20<sup>th</sup> DAY OF MAY 2025.**

  
EUNICE M. ULLOA, Mayor

ATTEST:  
  
NATALIE GONZAGA, City Clerk





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

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

2025 Hall of Fame Award Recipient

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

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Chino Youth Boxing Program Anniversary

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM: LINDA REICH, CITY MANAGER**

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**SUBJECT**

External Agency Report for May 20, 2025.

**RECOMMENDATION**

Receive and file the External Agency Report for May 20, 2025 (Covering Meetings from March 1 - 31, 2025)

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

**BACKGROUND**

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. While the frequency of meetings varies by agency, many meet monthly. Others meet quarterly, bi-monthly, or on an as-needed basis.

**ISSUES/ANALYSIS**

The attached Monthly Agency Report for May 20, 2025, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may impact or be of interest to the City of Chino, its residents, and its businesses. The report covers meetings that occurred from March 1 - 31, 2025.



# CITY OF CHINO

## MONTHLY AGENCY REPORTS

MAY 20, 2025 - Covering meetings from March 1 – March 31, 2025

Members of the Chino City Council are assigned to represent the City on several external agencies, committees, boards, and task forces. This report summarizes the actions and discussions of those entities as they may impact or be of interest to the City of Chino, its businesses, and its residents.

### CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE

Council Representative: Marc Lucio | Staff Report By: Silvia Avalos

**Meeting Date: March 18, 2025**

**Rental Rates/Coordination Fee Update** – Proposal for new rates was approved, reflecting a \$25 or 7% increase to the hourly rental fee for the full space, a \$15 or 5.7% increase for 2/3 space, and a \$10 or 6.7% increase for 1/3 space. The rental increase will be effective 7/1/2025 and will apply to any event scheduled on 7/1/2025 or later. The committee also agreed to review rental rates every two years.

**Facility Sound System Update** - Avidex was called to assess the sound system. The equipment needed adjustments to the sound levels, which enhanced the overall audio quality. An annual maintenance agreement will also be purchased to ensure that the system is maintained at all times.

**Financial Statement Update** – The Income Statement is currently on pace to meet budget projections with a net profit of just under \$55,000.

**Next anticipated meeting date: June 17, 2025**

### CHINO VALLEY CHAMBER OF COMMERCE

Council Representative: Christopher Flores | Staff Report By: Ellyse Martinez

**Meeting Date: March 18, 2025**

- On Saturday, March 1, Council Member Chris Flores and Ellyse Martinez attended the **Grand Opening and Ribbon Cutting for Golden Hour Aesthetics and Wendy's Beauty Bomb Spa**. Council Member Flores presented the businesses with a certificate and welcomed them to the community. The business is located at 11692 Central Ave. Suite 12.
- On Saturday, March 1, Council Member Chris Flores and Ellyse Martinez also attended the **Grand Opening and Ribbon Cutting for the Ranch Sports Facility**. Council Member Flores presented the business with a certificate of congratulations and welcomed them to the community. He spoke of the importance of businesses like the Ranch Sports Facility opening in the City. The business is located at 16067 Euclid Ave.
- On Sunday, March 2, Council Member Chris Flores and Linda Hinojos attended the **Grand Re-Opening of SWEAT Athletics**. Council Member Flores presented a certificate of congratulations. The business is located at 5420 Philadelphia St., Suite A.

- On Thursday, March 20, Mayor Eunice Ulloa, Mayor Pro Tem Council Burton, Linda Reich, Arianna Fajardo, Matt Bramlett, and Ellyse Martinez attended the **Chamber Salute to Public Safety**. While at the event, Mayor Ulloa presented certificates of congratulations to first responders being recognized for their commitment to serving the community.

**Next anticipated meeting date: April 15, 2025**

#### CHINO BASIN DESALTER AUTHORITY

Council Representative: Curtis Burton | Staff Report By: Pete Vicario

**Meeting Date: March 25, 2025**

No business to report. This month's CDA meeting was not attended.

**Next anticipated meeting date: April 22, 2025**

#### CHINO BASIN WATERMASTER

Council Representative: Curtis Burton | Staff Report By: Benjamin Orosco

**Meeting Date: March 27, 2025**

#### Informational Items

##### **2025 Safe Yield Reevaluation**

West-Yost Associate, Chino Basin Watermaster's engineering consultant, released a draft 2025 Safe Yield Evaluation Report on March 24, 2025. A topic of water budget and Basin recharge discussion rose to the top as a concern for all Appropriative Pool agencies. There are five (5) sources of groundwater recharge to the Chino Basin.

1. Stormwater recharge (~5%)
2. Streambed Infiltration (~16%) from natural creeks and riverbeds
3. Deep Infiltration/Applied Water (DIPAW)\* (~40%)
4. Subsurface Inflow from adjacent basins (~27%) – Underground movement of water from adjacent groundwater basins
5. Supplemental water recharge from imported water (~11%)

Item No. 3, Deep Infiltration/Applied Water (DIPAW), is the single largest source of historic recharge in the Basin. Over the years, farmlands were developed into housing/commercial centers and roads, resulting in more impervious areas. This source of water had the most significant decrease in the model analysis.

Due to this significant finding, the safe yield model projection is estimated to decrease the safe yield by 14,000 acre-feet between 2020 and 2025.

**Next anticipated meeting date: April 24, 2025**

**CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS**

Council Representative: Karen Comstock | Staff Report By: Linda Reich

**Meeting Date: March 12, 2025**

- **Closed Session** – Included the Fire Chief’s evaluation and a conference with labor negotiators.
- **Presentations** – Fire Marshall O’Toole presented on CalFire’s new Fire Hazard Severity Zones in Local Responsibility Areas, including the new map for Chino.
- **Reports** - The Board received the following reports:
  - **Incident Response Data** for February 2025 showing the number and response times for fire, emergency medical response, and other calls.
  - **Community Risk Reduction** reports for February 2025 for permits, licenses, and new construction activities, as well as the associated revenues collected from fees for these services.
  - **Monthly Financial and Treasurer’s Reports** for January 2025. The Financial Report shows monthly and year-to-date revenues and expenditures. The Treasurer’s Report shows the district has approximately \$55 million in cash and unrestricted balances and approximately \$16 million in restricted investment balances.
- **Fire Chief’s Comments**
  - Reported on the Washington, D.C. legislative advocacy trip attended by Fire Chief Williams, Deputy Fire Chief Ault, Vice President Kreeger, and Director Haughey.
  - On February 22, the Chino Valley Firefighters Foundation unveiled a new Save Station at Ayala Park during the softball grand reopening.
  - The quarterly meeting between CVFD and the City of Chino is scheduled for March 18.

**Next anticipated meeting date: April 9, 2025****CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Council Representative: Curtis Burton | Staff Report By: Vivian Castro

**Meeting Date: March 20, 2025**

The Student Representative on the Board, Gabriella Segoviano, reported that high school seniors shadowed professionals of the City of Chino for the Student Government Day activity on February 26. She noted that she served as the Police Chief with Chief Kevin Menson.

The Board approved the following 4-0 (Cruz absent):

- Increase the District’s Maximum Annual Contribution to the Health and Welfare Benefits Premium for Classified Confidential Employees for the 2025/2026 school year, and for the 2024/2025 school year, provide a one-time, off-schedule payment of \$1,350.00.

- Student Attendance Calendars for the 2026/2027, 2027/2028, and 2028/2029 School Years

**Next anticipated meeting date: April 17, 2025**

### **CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE**

Council Representative: Karen Comstock | Staff Report By: Silvia Avalos

No meeting during this reporting period.

**Next anticipated meeting date: April 30, 2025**

### **CITIZEN'S COMMITTEE FOR CIM & CIW**

Council Representative: Marc Lucio | Staff Report By: Aaron Kelliher

No meeting during this reporting period.

**Next anticipated meeting date: TBD**

### **INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE**

Council Representative: Curtis Burton | Staff Report by: Benjamin Orosco

**Meeting Date: March 6, 2025**

#### **Information Items**

#### **Standardizing Sewer Equivalent Dwelling Unit Computations Guidelines (Regional Document – Exhibit J)**

IEUA proposes to standardize the calculation of an Equivalent Dwelling Unit (EDU) by plumbing fixture counts and the strength of sewage generated by various business types. IEUA collaborated with the Technical Policy Advisory Committee and the Building Activity Report Sub-Committee. EDU is a numerical value designation where one EDU represents the sewage flow from a single-family residential household.

The Regional Document (Exhibit J) is used regionally to calculate IEUA's sewer connection fees. The Building Activity Report Subcommittee (made up of regional member agencies) has updated the standardized fixture count sheet in Exhibit J, which all agencies will now use to calculate Equivalent Dwelling Unit charges. The IEUA sewer connection fee applies to new connections and changes in use. There are three categories of facilities for Equivalent Dwelling Units: residential, commercial, and industrial. The goal is to achieve region-wide consistency in calculating Equivalent Dwelling Unit charges.

The new Exhibit J standardized Sewer Equivalent Unit Computation guideline is supported by the member agencies and approved by the Advisory Committee and the Board. It is being finalized, and IEUA will distribute it for use by the end of the month.

#### **Rate Study Update – IEUAA provided a PowerPoint presentation on the Rate Increase**

Revenue is divided into three main categories: rates and fees, property tax, and debt proceeds, loans, and

other. Rates and fees fund essential services such as wastewater treatment, regional composting, renewable energy, recycled water treatment and delivery, groundwater recharge, and imported water supply. This includes charges like the monthly wastewater Equivalent Dwelling Unit EDU rate, which covers system operation and maintenance, and the wastewater capacity and connection fee, which supports infrastructure expansion for future growth.

The recycled water direct use rate helps meet water demand while reducing reliance on imported sources, and the recycled water fixed cost recovery rate ensures stable revenue by offsetting usage-based fluctuations. The one water connection fee funds capital improvements and system expansion, while the recycled water groundwater recharge rate supports recharge project costs. Additionally, the meter equivalent unit (MEU) rate is a fixed monthly charge based on average water use that supports regional water supply reliability and conservation.

The presentation also provided further details on allocations within each revenue category.

**Next anticipated meeting date: April 3, 2025**

**LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION**  
Council Representative: Marc Lucio | Staff Report by: Jackie Melendez

**Meeting Date: March 20, 2025**

The Inland Empire Division of the League of Cities met at the El Prado Golf Course in Chino for a lunch panel discussion on “Meet the Builders.” The panel consisted of representatives from the Building Industry Association of San Bernardino County, Lewis Group of Companies, and KB Homes. The panelists discussed the status of home building in San Bernardino County, state housing and land development laws impacting construction, and how the economy is impacting the region and construction.

**Next anticipated meeting date: May 29, 2025**

**OMNITRANS BOARD OF DIRECTORS**  
Council Representative: Eunice Ulloa | Staff Report by: Dennis Ralls

**Meeting Date: March 5, 2025**

The Board received its quarterly Management Plan, Strategic Initiatives, and Key Performance Indicators update. Within this quarter’s updated notes, there was an 8.24% increase in systemwide ridership year-to-date, with a 6.57% increase in systemwide ridership over this same quarter last year. No other Chino area updates were discussed.

**Next anticipated meeting date: April 2, 2025**



**ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA)  
INTER-AGENCY COLLABORATIVE (ROUNDTABLE)**

Council Representative: Christopher Flores | Staff Report by: Jackie Melendez

No meeting during this reporting period.

**Next anticipated meeting date: TBD**

**SAN BERNARDINO COUNTY BOARD OF SUPERVISORS**

Staff Report By: Rogelio Huerta

**Meeting Date: March 5, 2025**

**ONT Connector Project**

The Board approved by resolution the final Environmental Impact Report (EIR) for the ONT Connector Project. The ONT Connector Project is anticipated to construct a 4.2-mile subterranean tunnel between the Ontario International Airport and the Rancho Cucamonga Metrolink Station. Several public speakers, most of whom were San Bernardino County residents representing various groups, expressed opposition to the project, stating its high cost, low capacity, and preference for surface mass-transit options as primary reasons they opposed the project.

Several Board members also commented, mostly in support of the project, stating improvements to be realized in coordination with the Brightline project, which will have a stop at the Rancho Cucamonga Metrolink Station. Mayor Ulloa asked if approval of the EIR locks anything in. The Mayor also commented on concerns over the current and future costs of the project. Mr. Wolfe stated that SBCTA is not locked into anything until they approve the construction agreements, and that increased costs are inevitable in large infrastructure projects.

**Next anticipated meeting date: April 2, 2025**

**SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE**

Council Representative: Christopher Flores | Staff Report by: Xochitl Huerta

No meeting during this reporting period.

**Next anticipated meeting date: April 30, 2025**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) BOARD OF DIRECTORS**

Council Representative: Eunice Ulloa | Staff Report by: Dennis Ralls

**Meeting Date: March 5, 2025**

**Measure I**

The Board received an update on second quarter revenue for Measure I. When compared to the same quarter last year, revenue is down 1.09%, which was attributed to a decrease in spending throughout San Bernardino County.

### **Call For Projects – Agency Project Submissions**

The Board approved a framework for which SBCTA will prioritize agency project submissions to SCAG for the Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) call for projects. STBG program is a federal transportation funding source for projects that preserve and improve the conditions and performance of highways, bridges, and public roads; pedestrian and bicycle infrastructure; and transit capital projects.

The CMAQ Improvement Program is a federal funding source for transportation projects and programs to reduce congestion and improve air quality for areas not meeting the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter. SBCTA's ranking is expected to weigh 50% on SCAG's final project ranking criteria. Staff has reviewed the grant opportunity criteria and has not identified any project ready for submission for this recurring grant this cycle.

### **Update on the Status and Implementation Strategy for the San Bernardino Regional Housing Trust**

On March 1, 2023, the San Bernardino Council of Governments (SBCOG) Board of Directors (Board) approved the creation and implementation of the San Bernardino Regional Housing Trust (SBRHT). This Board direction was received after 14 months of collaborative work with an Ad Hoc of both the Board and the City/County Managers' Technical Advisory Committee (CCMTAC) to identify the structure of the trust and potential priorities for the participating member agencies. Currently, there are 18 member agencies interested in participating in the SBRHT, including the City of Chino.

The Board also directed staff to apply for state's Regional Early Action Planning (REAP) 2.0 program, which is administered by the Southern California Association of Governments (SCAG), for project funding. REAP funds were awarded in the fall of 2024, and staff have been working to execute the MOU. REAP funds must be expended by June 2026.

A consultant has been selected to coordinate the development of the SBRHT. A Housing Trust Ad Hoc Committee meeting is scheduled for March. The Committee has a term through December 31, 2025, and includes Daniel Ramos, Adelanto; Eunice Ulloa, Chino; John Dutrey, Montclair; Alan Wapner, Ontario; L. Dennis Michael, Rancho Cucamonga; Rick Denison, Yucca Valley; and Curt Hagman, SB County Supervisor District 4.

**Next anticipated meeting date: April 2, 2025**

### **SBCTA – CITY SELECTION COMMITTEE**

Council Representative: Eunice Ulloa | Staff Report by: Jackie Melendez

No meeting during this reporting period.

**Next anticipated meeting date: TBD**

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY**  
Council Representative: Marc Lucio | Staff Report by: Jackie Melendez

No meeting during this reporting period.

**Next anticipated meeting date: May 1, 2025**

**SANTA ANA WATERSHED ADVISORY COUNCIL**

Council Representative: Karen Comstock | Staff Report by: Benjamin Orosco

**Meeting Date: March 4, 2025**

**Brine Line Debris Hauling Services**

The Project Agreement 24 Committee approved to direct the General Manager to issue a Request for Proposals (RFP) for Debris Hauling and Disposal services for the Brine Line. The contract will span from July 1, 2025, to June 30, 2027, with an option for a one-year renewal. The RFP schedule includes proposals due by April 10, 2025, with an estimated two-year cost of \$70,000. Funds for this service are allocated in the Fiscal Year 2026 and Fiscal Year 2027 Brine Line Enterprise budget.

**Inland Empire Brine Line SCADA Specification Design and Work Plan**

The Project Agreement 24 Committee recommended issuing a Request for Proposals (RFP) for the Inland Empire Brine Line Supervisory Control and Data Acquisition (SCADA) Specification Design and Work Plan. The SCADA system, outlined in the December 2024 Master Plan, will improve monitoring by collecting real-time flow and quality data from discharger locations and in-line flow points. The project scope includes design, data review, and staff input, with deliverables being a bid-ready Design Specification and Work Plan. The RFP process will begin on March 4, 2025, with proposals due by April 16, 2025, and a contract recommendation in May 2025. Funding is allocated in the Fiscal Year 2025 and Fiscal Year 2026 Brine Line Enterprise budget.

**Next anticipated meeting date: April 1, 2025**

**WATER FACILITIES AUTHORITY BOARD OF DIRECTORS**

Council Representative: Curtis Burton | Staff Report by: Benjamin Orosco

**Meeting Date: March 6, 2025**

**Information Items****Work Done During the Rialto Feeder Pipeline Shutdown**

The Metropolitan Water District scheduled a February 12-25, 2025, shutdown of the Rialto Feeder Pipeline. During this shutdown, Metropolitan performed repairs and inspections on its pipeline. The Rialto Feeder Pipeline is also the Water Facility Authority's Agua de Lejos Treatment Plant's source of water. In coordination with the shutdown, the treatment plant was shut down and fully drained. This shutdown also provided an opportunity to conduct essential inspections and maintenance that can only be performed when the plant is

completely offline. Key activities included exercising distribution valves with the assistance of the Cities of Chino and Upland, replacing isolation valves for pressure gauges, reinstalling a pressure-reducing valve at the plant influent, and replacing the 4-inch backflow preventer for the chlorine system.

Additionally, contractor RC Foster was on-site to replace twelve 30-inch butterfly valves and four 12-inch butterfly valves as part of the Sedimentation Basin Valve Replacement Project. These proactive efforts ensure the continued reliability and efficiency of the treatment plant by addressing critical components, performing necessary repairs, and enhancing the plant's overall performance.

**Next anticipated meeting date: May 7, 2025**

### **ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE JOINT POWERS AUTHORITY**

Council Representative: Curtis Burton | Staff Report by: Rogelio Huerta

**Meeting Date: March 26, 2025**

The Animal Resource Center of the Inland Empire (ARC) Board of Directors held a meeting on March 26, 2025, where the following key actions were taken:

1. **ARC Fiscal Year 2024-25 Mid-Year Budget Adjustment** - Approved the mid-year budget adjustment for the Animal Resource Center of the Inland Empire for Fiscal Year 2024-25. This adjustment allows the ARC to adapt its financial plan to address any changes in revenue, expenditures, or program priorities that have arisen since the adoption of the original budget.
2. **ARC Fiscal Year 2025-26 Annual Budget** – Approved the annual budget for the Animal Resource Center of the Inland Empire for Fiscal Year 2025-26. This budget outlines the ARC's projected revenues and expenditures for the upcoming fiscal year, providing a financial framework for its operations and programs.
3. **Resolution Designating a Regular Meeting Cadence** - Adopted a resolution establishing a regular meeting schedule for the Animal Resource Center of the Inland Empire. This resolution formally designates the dates, times, and locations of future ARC Board meetings, ensuring transparency and facilitating public access.

**Next anticipated meeting date: April 1, 2025**

### **WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

Council Representative: Chris Flores | Staff Report by: Vivian Castro

**Meeting Date: March 25, 2025**

#### **Personnel Committee**

The Board approved Personnel Committee recommendations to:

- Revise the vacation policy.
- Increase the boot allowance.

- Amend the District Manager’s contract, increasing the base salary by 5%, providing an additional 40 hours of vacation, and increasing by 2% the 457 deferred compensation contribution made by the District.

## Reports

- **Field Operations Report** – The City of Chino accounted for 18.8% of the service requests, 60 % of the mosquitoes collected, 159 inspections conducted, and 83.7% of the square feet treated for vectors (mosquitoes) during February.
- **Vector Disease and Surveillance Report** – Of the 70 mosquitoes collected in February, 42 were collected in Chino. No invasive *Aedes* mosquitoes were collected this month.

## Administrative Report

- **Mutual Assistance Agreement for Mosquito and Vector Control Services** – The Board unanimously approved entering into a Mutual Assistance Agreement for Mosquito and Vector Control Services with the other mosquito and vector control agencies of Southern California to cooperate and mutually assist each other when the need arises to control mosquitoes and other vectors and to prevent the spread of vector-borne diseases and discomfort.
- **Committee Selections** – The Board confirmed the existing officers and Committee assignments. Paul Leon, President; Gary George, Vice-President; and Carolyn Raft, Secretary. Trustee Raft and Trustee Breitling, are assigned to the Insurance Committee. Trustee Johsz and Vice-President George are assigned to the Finance and Budget Committee. Trustee Johsz and Vice-President George, are assigned to the Personnel Committee.
- **CalTrust** – CalTrust provided its 2024 annual report, showing CalTrust holds \$4.6 billion in assets, with WVMVCD having total assets of \$541,809.33 in CalTrust.

**Next anticipated meeting date: April 22, 2025**

**MEMORANDUM  
CITY OF CHINO  
FINANCE DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

**FROM: KIM SAO, DIRECTOR OF FINANCE**

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**SUBJECT**

Warrants.

**RECOMMENDATION**

Approve expenses as audited and within budget for warrants 775415 to 775636, and Electronic Fund Transfers 524278E to 524377E, totaling \$3,776,929.67.

**FISCAL IMPACT**

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

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Financial Stability

Revenue:	Expenditure:
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**BACKGROUND**

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

<b>NO.</b>	<b>WARRANTS</b>	<b>CHECK DATE</b>	<b>FY</b>	<b>AMOUNT</b>
1.	775415 – 775522	4/24/25	24-25	\$904,542.42
2.	775523 – 775636	5/1/25	24-25	\$553,308.40
3.	524278E – 524327E	4/25/25	24-25	\$1,733,155.27
4.	524328E – 524377E	5/2/25	24-25	\$585,923.58
<b>TOTAL</b>				<b>\$3,776,929.67</b>

E: Electronic Fund Transfers

**ISSUES/ANALYSIS**

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

Attachment



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

Check Number	Check Date	Vendor Name	Description	Amount
775428	04/24/2025	BUREAU VERITAS NORTH AMERICA, INC.	GENERAL PLAN CHECK SERVICES	\$113,210.09
775514	04/24/2025	WASTE MANAGEMENT	COLLECTION SERVICES	\$463,617.32
524299	04/25/2025	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	\$1,140,083.91
524302	04/25/2025	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	\$62,950.00
524303	04/25/2025	MERCHANTS LANDSCAPE SERVICES INC	LANDSCAPE MAINTENANCE	\$50,413.02
524324	04/25/2025	WATER FACILITIES AUTHORITY	IMPORTED WATER PURCHASE	\$267,994.72
775528	05/01/2025	ALESHIRE & WYNDER LLP	CITY ATTORNEY SERVICES	\$74,973.73
775540	05/01/2025	C.E. MECHANICAL, INC.	CITYWIDE HVAC REPAIRS	\$99,643.46
775622	05/01/2025	SAN BERNARDINO COUNTY REGISTRAR OF VOTER	SB COUNTY 2024 PRESIDENTIAL ELECTION	\$76,218.00
524330	05/02/2025	ACT 1 CONSTRUCTION, INC.	AYALA PARK PHASE 1B SB FIELD	\$308,506.75
524375	05/01/2025	WATER FACILITIES AUTHORITY	IMPORTED WATER PURCHASE	\$66,439.09
11			TOTAL	\$2,724,053.09



**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

**FROM: NATALIE GONZAGA, CITY CLERK**

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**SUBJECT**

Minutes.

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

**TUESDAY, MAY 6, 2025**

**MINUTES**

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

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**CALL TO ORDER**

The May 6, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 4:01 pm by Mayor Eunice M. Ulloa in the Council Chambers.

**ROLL CALL**

**PRESENT:** Mayor Eunice M. Ulloa, Council Member Karen C. Comstock, Council Member Christopher Flores, and Council Member Marc Lucio

**ABSENT:** Mayor Pro Tem Curtis Burton

**CLOSED SESSION PUBLIC COMMENTS**

There were no requests to speak.

**CLOSED SESSION**

City Attorney Fred Galante read into the record the items listed on the Closed Session agenda, noting Mayor Ulloa will be abstaining and not participating in Item 1.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-281-03, 1014-281-08; 5412 Francis Ave., Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Grand West Coast Investment LLC; Under Negotiation: Price and Terms of Potential Acquisition

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8; Property: APN: 1020-283-29; 13170 7th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: SMSA Limited Partnership, dba Verizon Wireless; Under Negotiation: Price and Terms of Leasehold

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8; Property: APN: 1020-282-03; 13218 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: SKS Property Investment LLC; Under Negotiation: Price and Terms of Potential Acquisition

4. EXISTING LITIGATION Pursuant to Government Code Section 54956.9  
City of Chino v. Loring Winn Williams, et al. and related cross-complaint (San Bernardino Superior Court Case No. CIVDS 1827623)

5. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council recessed to Closed Session at 4:04 p.m. Mayor Ulloa joined the Closed Session upon the conclusion of Item #1 at 4:24 p.m. Closed Session concluded at 5:56 p.m. The City Council reconvened the meeting at 6:07 p.m.

### **FLAG SALUTE**

The Monte Vista 4-H members led the Pledge of Allegiance.

### **CEREMONIALS**

#### **Proclamations**

National Mental Health Awareness Month - Proclaim May 2025, as National Mental Health Awareness Month.

Mayor Ulloa read into the record the Proclamation designating May 2025 as National Mental Health Awareness Month in Chino. Angie Garcia, CSPR Coordinator, and Lainie Lapis, National Alliance on Mental Health (NAMI) Pomona Valley Board Member, accepted the Proclamation.

Professional Municipal Clerks Week - Proclaim May 4-10, 2025 as Professional Municipal Clerks Week.

Mayor Ulloa read into the record the Proclamation designating May 4-10, 2025 as Professional Municipal Clerks Week in Chino. Natalie Gonzaga, City Clerk, Maritza Sanchez, Deputy City Clerk, and Hannah Barbee, City Clerk Records Technician, accepted the Proclamation.

Mayor Ulloa presented a Certificate of Congratulations to Deputy City Clerk Maritza Sanchez, for receiving the prestigious designation of Certified Municipal Clerk (CMC) awarded by the International Institute of Municipal Clerks (IIMC).

#### **Presentations**

Chino High School Wrestling Team - Recognition of the Chino High School Wrestling Team.

Mayor Ulloa called up Chino High School Wrestling Coach Alex Angulo who presented certificates of recognition to the Chino High School Wrestling Team for competing in the State Championship: Jonathan Madera, Nathan Cauwel, Zachary Samano, and Tilly Kakuk.

Mayor Ulloa presented a City Tile to Natalie Blanco in honor of her historic achievement as the City's first CIF State Girls Wrestling champion.

Recognition of the Teen Advisory Committee Members - Ximena Tapia-Lugo, Kale Lo, Bridget Moore, Adrian Mora, Neil Jatakia, Jazlynn Sanchez, Karisia Rojas, Drew Ramirez, Flor Hernandez, Julia Barraza, Kathleen Chang, and Sofia Henderson.

Mayor Ulloa called up Brissa Sanchez, CSPR Coordinator, who presented certificates of recognition to the City of Chino Teen Advisory Committee members: Ximena Tapia-Lugo, Kale Lo, Bridget Moore, Adrian Mora, Neil Jatakia, Jazlynn Sanchez, Karisia Rojas, Drew Ramirez, Flor Hernandez, Julia Barraza, Kathleen Chang, and Sofia Henderson.

Retirement Recognition. Recognition of Chino Police Department Public Safety Dispatcher Jennifer Latham in recognition of 20 years of dedicated service to the City of Chino and its residents.

Mayor Ulloa recognized Public Safety Dispatcher Jennifer Latham and presented her a City Tile in recognition of her 20 years of dedicated service to the City of Chino Police Department. Police Chief Kevin Mensen also recognized Ms. Latham.

Anthony Moreno, District Representative from the office of Senator Susan Rubio, presented Ms. Latham a certificate in honor of her retirement and years of service.

Business of the Month - Award of Business of the Month for May 2025 to Let's Party Entertainment.

Mayor Ulloa presented the May 2025 Business of the Month Award to Let's Party Entertainment. Owner Vola Rossi was present to accept the award.

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for May 2025.

Mayor Ulloa announced the Mayor's Home Beautification Award for May 2025 was awarded to Joel Lee and Kevin Ju from the Lamplighter Community in Chino, who were unable to attend the meeting, but ensured staff will deliver their award.

## **REPORT OUT OF CLOSED SESSION**

City Attorney Fred Galante reported out of closed session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-281-03, 1014-281-08; 5412 Francis Ave., Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Grand West Coast Investment LLC; Under Negotiation: Price and Terms of Potential Acquisition

Mayor Ulloa abstained from Closed Session Item 1. The balance of the City Council held a discussion, and no further reportable action was taken.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8; Property: APN: 1020-283-29; 13170 7th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: SMSA Limited Partnership, dba Verizon Wireless; Under Negotiation: Price and Terms of Leasehold

The City Council held a discussion, and no further reportable action was taken.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8; Property: APN: 1020-282-03; 13218 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: SKS Property Investment LLC; Under Negotiation: Price and Terms of Potential Acquisition

The City Council received an update, provided direction, and no further reportable action was taken.

4. EXISTING LITIGATION Pursuant to Government Code Section 54956.9

City of Chino v. Loring Winn Williams, et al. and related cross-complaint (San Bernardino Superior Court Case No. CIVDS 1827623)

The City Council received an update, provided direction, and no further reportable action was taken.

5. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

City Attorney Fred Galante reported Closed Session will reconvene after the regular meeting for Item 5 and a report out for the item will be provided at the conclusion of Closed Session.

**AGENDA ADDITIONS/REVISIONS**

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

**PUBLIC ANNOUNCEMENTS**

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

Chino Bike Day is Saturday, May 10, 2025, from 7:30 - 11:00 a.m., at Ruben S. Ayala Park. For more information, visit [cityofchino.org/bikeday](http://cityofchino.org/bikeday).

Residential Community Clean Up is Saturday, May 10, 2025, from 8:00 a.m. - 1:00 p.m. at 13793 Redwood Street.

The American Legion Memorial Day Ceremony is Monday, May 26, 2025, at 10:00 a.m. at the Chino Community Building, 5443 B Street.

Chino City Hall will be closed on Monday, May 26, 2025, in observance of Memorial Day.

**PUBLIC COMMENTS**

Captain Ryan Croley, Chino Police Department, provided the invocation.

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

Michael Huizar, Post Commander, American Legion Chino Post 299, spoke on behalf of the Chino American Legion in opposition of the proposed development at the corner of Central/Schaefer Avenues and requested support from the City.

Maureen Mendoza, spoke about concerns regarding the Animal Resource Center (ARC).

### **CONSENT CALENDAR**

1. Warrants. Approve expenses as audited and within budget for warrants 775116 to 775414, and Electronic Fund Transfers 524156E to 524277E, totaling \$7,648,738.33
2. Minutes. Regular Meeting Minutes for April 15, 2025 (All members present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Authorize the acceptance of the Fiscal Year 2023 EMPG in the amount of \$19,619 and appropriate \$19,619 to the General Fund with a corresponding increase to the General Fund grant (G425C) revenue.
5. Acceptance of State Department of Resources, Recycling and Recovery (CalRecycle) California Beverage Container Recycling City/County Payment Program (CCPP-24) Grant Funds. Authorize the acceptance of CalRecycle CCPP-24 grant funds of \$23,366; establish grant number G7251 for FY2024-25; and appropriate \$23,366 to the Sanitation Fund with a corresponding increase to the Sanitation Fund revenues in the same amount.

**Motion by Council Member Lucio, seconded by Council Member Comstock, to approve the Consent Calendar items 1-5 as presented. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: BURTON**

### **NEW BUSINESS**

6. Award of Contract - Glenn E. Duncan Interactive Water Feature Project (PK253). Award a Professional Services Contract in the amount of \$80,000 to SITESCAPES, Inc., Costa Mesa, CA for design services for the Glenn E. Duncan Splash Pad Project.

Staff Report By: Jeffrey Benson, Parks & Facilities Manager

RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of \$80,000 to SITESCAPES, Inc., Costa Mesa, CA for design services for the Glenn E. Duncan Splash Pad Project (PK253); 2) authorize expenditures of up to \$8,000 for project contingencies for a not-to-exceed potential contract amount of \$88,000; 3) appropriate \$13,000 to the Park Fund with a backfill from the Park Fund Preserve 341 reserves for a revised project budget of \$88,000; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

Jeffrey Benson, Parks & Facilities Manager, provided a report on the item.

Council Member Lucio spoke in favor of the proposed project.

**Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Award a Professional Services Agreement in the amount of \$80,000 to SITESCAPES, Inc., Costa Mesa, CA for design services for the Glenn E. Duncan Splash Pad Project (PK253); 2) authorize expenditures of up to \$8,000 for project contingencies for a not-to-exceed potential contract amount of \$88,000; 3) appropriate \$13,000 to the Park Fund with a**

backfill from the Park Fund Preserve 341 reserves for a revised project budget of \$88,000; and 4) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

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

**NOES: NONE.**

**ABSENT: BURTON**

7. Construction Contract to Pacific Hydrotech for State Street Water Treatment Plant (WA212) and Amendments to Professional Services Agreements for the Project. Award Construction Contract to Pacific Hydrotech for State Street Water Treatment Plant WA212 and approve amendments to Professional Services Agreements for the Project.

Staff Report By: Natalie Avila, Associate Engineer

RECOMMENDATION: Approve (1) Appropriate \$38,708,159 from the Water Fund Balance (520); (2) Increase the project budget of the State Street Water Treatment Plant Project (WA212) by \$38,708,159 for a revised project budget amount of \$58,494,712; (3) Approval to waive bid irregularities and award a Construction Contract to Pacific Hydrotech Corporation, for \$44,063,900, for the construction of the State Street Water Treatment Plant Project (WA212); (4) Authorize expenditures of up to \$4,406,390 for 10% construction contract contingencies as allowable per the Public Contract Code; (5) Approve a fifth amendment to the Design Professional Services Agreement with Hazen and Sawyer, (Agreement No. 2021-234, for \$997,840 for additional engineering and construction support services; (6) Approve an amendment to the Construction Management and Inspection Professional Services Agreement with Butier Engineering, Inc., (Agreement No. 2024-253), for \$607,000 for additional construction management and inspection services; (7) Award a Native American Monitoring Service Agreement with Kizh Nation Resources Management for \$290,000; and (8) Authorize the City Manager to execute the necessary documents on behalf of the City.

Natalie Avila, Associate Engineer, and Hye Jin Lee, Director of Public Works, provided a presentation on the item.

Ms. Avila noted that the Native American Monitoring Service Agreement with Kizh Nation Resources Management had a small revision, and a copy was provided to the City Council and saved to the meeting record.

Mayor Ulloa inquired regarding the bid irregularities. Ms. Avila and City Attorney Galante provided further details and information on how this was resolved by the contractor.

Mayor Ulloa inquired about the contaminants listed in the report, and Ms. Avila explained the different contaminants being treated, noting the treatment processes are designed to reduce these to safe levels.

Mayor Ulloa inquired regarding the timeline and Ms. Avila shared the expected project completion is two years.

Ms. Lee added regarding the importance of ensuring the new treatment plant's reliability during power outages, noting that although an emergency generator was not initially included, a condition was made to add it. She explained the efforts being made to secure funding from a federal emergency grant application, and if granted, the funds would replenish the Water Fund, with repayment structured over 30 years.

Council Member Lucio asked what the consequences would be if the City chose not to move

forward with this project. Ms. Lee explained Wells 12 and 14 would remain unusable due to contamination, leading to stranded assets and difficulties in meeting water demand, particularly in the upper zone of the City.

Council Member Comstock acknowledged the Infrastructure/Streets Committee were involved in the initial discussions for this item and noted the significance of the project.

The City Council discussed the timeline for the expected receipt of federal funding for the project and the process to proceed with the contract. Ms. Avila and City Attorney Fred Galante provided more information and explained language was added to the contract that allows the City to ensure we receive funding approval before proceeding.

Ms. Lee confirmed that the contractor has agreed to the established pricing terms in writing.

**Motion by Council Member Flores, seconded by Council Member Comstock, to Approve (1) Appropriate \$38,708,159 from the Water Fund Balance (520); (2) Increase the project budget of the State Street Water Treatment Plant Project (WA212) by \$38,708,159 for a revised project budget amount of \$58,494,712; (3) Approval to waive bid irregularities and award a Construction Contract to Pacific Hydrotech Corporation, for \$44,063,900, for the construction of the State Street Water Treatment Plant Project (WA212); (4) Authorize expenditures of up to \$4,406,390 for 10% construction contract contingencies as allowable per the Public Contract Code; (5) Approve a fifth amendment to the Design Professional Services Agreement with Hazen and Sawyer, (Agreement No. 2021-234, for \$997,840 for additional engineering and construction support services; (6) Approve an amendment to the Construction Management and Inspection Professional Services Agreement with Butier Engineering, Inc., (Agreement No. 2024-253), for \$607,000 for additional construction management and inspection services; (7) Award a Native American Monitoring Service Agreement with Kizh Nation Resources Management for \$290,000; and (8) Authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: BURTON**

### **MAYOR AND COUNCIL REPORTS**

#### **Mayor Ulloa**

Mayor Ulloa reported on the following meetings and events including Omnitrans Board of Directors meeting; Volunteer Recognition Dinner; Chino Basin Desalter Authority Board of Directors meeting; Southern California Water Coalition Board of Directors meeting and Quarterly Luncheon; Kiwanis Corn Feed Run Car Show; City Manager meeting; Art Box Contest meeting; National Day of Prayer event at the DoubleTree Hotel; National Day of Prayer at the City Hall lawn; Chino Valley Real Estate Group meeting; Chino Corporate Challenge opening ceremony; Chino Valley Fire District Open House; Hula Dancers Performance; Animal Resource Center meeting; presented the Nurse's Week Proclamation at the Chino Valley Medical Center; and Closed Session.

#### **Mayor Pro Tem Burton**

Mayor Pro Tem Burton had an excused absence.



#### Council Member Comstock

Council Member Comstock reported on the following meetings and events including the Volunteer Recognition Dinner; City Manager meeting; Cal Cities Conference, which including legislative meetings with local elected legislators; Cal Cities Board meeting; City Manager meeting; Community Services, Parks, and Recreation Commission meeting; Chino Valley Unified School District Measure G Bond Oversight Committee meeting; meeting with a local constituent regarding the development on Euclid and Schaefer Avenues; National Day of Prayer; City Manager meeting; Infrastructure/Streets Committee meeting; and Closed Session. She congratulated the Chino High School Wrestling Team, Teen Advisory Committee, Public Safety Dispatcher Jennifer Latham on her retirement, and thanked the American Legion for their comments.

Mayor Ulloa provide a brief description of Senate Bill 79 (SB79), which focuses on transit-oriented development that could permit buildings up to 7 stories high without consent from local municipalities.

#### Council Member Flores

Council Member Flores reported on the West Valley Mosquito and Vector Control District Board meeting and noted there has been a 13% increase in unmaintained pools and spas and reminded the community to ensure that pools are either properly maintained or drained to prevent mosquito infestations; thanked the American Legion for their comments; and spoke regarding the August Summer Night Fights boxing event.

#### Council Member Lucio

Council Member Lucio reported on the following meetings and events including the League of California Cities Conference and associated meetings; Kiwanis Corn Feed Run Car Show; City Manager meeting; Art Box meeting; meeting with a resident from College Park; meeting with Maria Kennedy, a potential developer in Chino; Southern California Association of Governments Conference; Knights of Columbus golf tournament; Infrastructure/Streets Committee meeting; meeting with a developer; City Manager meeting; Closed Session; congratulated the Chino High School Wrestlers, including Ms. Blanco for her achievements as the State Champion in her weight class; and thanked the American Legion for their comments.

#### City Manager's Report

Mayor Ulloa asked City Manager Reich about providing residents with information on the City website to help them contact Sacramento legislators regarding local community impacts. City Manager Reich shared that City staff is currently working on this resource for residents.

#### City Attorney's Report

City Attorney Galante provided information on Senate Bill 9, the California HOME Act; and complimented the Kiwanis Corn Feed Run Car Show.

#### Police Chief's Report

Police Chief Kevin Mensen thanked community members who attended the Cano Family fundraiser, acknowledging Nick Montano, Owner of Roscoe's Famous Deli, for his support, and extended appreciation to the Chino Police Officers Association leadership for coordinating the fundraiser event.

#### Director's Report

There was no Director's report.

Fire Chief's Report

Fire Chief Dave Williams discussed the Fire Zone map updates and public feedback received.

**CLOSED SESSION**

The City Council recessed back into Closed Session at 7:58 p.m. to discuss the following Closed Session item:

5. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council concluded Closed Session at 9:12 p.m.

**REPORT OUT OF CLOSED SESSION**

City Attorney Fred Galante reported out of closed session as follows:

5. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6: Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME) District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council received information, provided unanimous direction, and no reportable action was taken.

**ADJOURN**

The meeting adjourned at 9:14 p.m. The next Regular Meeting of the City Council will be held on Tuesday, May, 20, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 20TH DAY OF MAY 2025.

\_\_\_\_\_  
EUNICE M. ULLOA, MAYOR

ATTEST:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

\*\*\*\*\*  
(These minutes are not official until signed.)

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

**FROM: NATALIE GONZAGA, CITY CLERK**

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**SUBJECT**

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

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

CITY COUNCIL MEETING DATE: MAY 20, 2025

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

PAGE: 2

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### **BACKGROUND**

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

### **ISSUES/ANALYSIS**

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

Attachment – Exhibit A

<b>Event Date</b>	<b>Meeting Purpose and Subject Matter</b>	<b>Location</b>	<b>City Official Attendees</b>
May 8-9, 2025	City County Conference 2025	Lake Arrowhead, CA	Mayor Ulloa Council Member Lucio

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM: LINDA REICH, CITY MANAGER**

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**SUBJECT**

Report on Priority State and Federal Legislative Issues.

**RECOMMENDATION**

Receive and file the May 20, 2025 Government Relations Update, the Tracked State Legislation Report, and the Report on City Position Letters.

**FISCAL IMPACT**

There is no fiscal impact.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

### **BACKGROUND**

On April 2, 2024, the City Council adopted the Citywide Legislative Policy, which details guiding principles organized around respective legislative, policy, and regulatory matters. It supplements the Citywide Strategic Plan to build an effective and flexible legislative advocacy strategy.

The Policy authorizes Staff to formulate and approve official City responses for those legislative items with potentially significant impact on the City or that create an issue of timeliness for an official response, with the qualification that the position is determined to be consistent with the City's legislative policy.

Per the Policy, the Committee or Staff is to report to the City Council on any updates, recommendations, or actions taken by the Committee or Staff.

### **ISSUES/ANALYSIS**

The Government Relations Update includes legislative and government relations issues of note to the City (Attachment 1).

The Tracked State Legislation Report (Attachment 2) reflects the City's position on active bills being tracked during the current state legislative session.

The Report on City Position Letters (Attachment 3) includes communications submitted by the City on priority legislative and regulatory issues.

## **City of Chino**

### **GOVERNMENT RELATIONS UPDATE (Attachment 1)**

As of May 14, 2025

#### **FEDERAL UPDATE (Item 1)**

Enclosed is the May 8, 2025 report on Federal issues from Jamie Jones of Turch & Associates.

#### **TRACKED STATE LEGISLATION REPORT (Attachment 2)**

Item 2 provides a report City of Chino-tracked state legislation to date. The positions noted on bills are based on the City Council's adopted Legislative Policy. Additional positions may be taken, or existing positions may be modified based on direction from the Legislative Committee or City Council.

Of the 2,695 bills introduced this session, the City is currently tracking 115. The attached Tracked State Legislation Report includes 73 bills that have been classified as "Sponsored", "Priority", "Significant", and "Standard". The remaining bills are currently classified as "Tracking/Watch".

#### **POSITION LETTERS & MAJOR ISSUES (Attachment 3)**

**SB 466 (Caballero), Support** – On April 10, 2025, Public Works Director Hye Jin Lee submitted a letter in support.

**SB 634 (Perez), Oppose** - On April 17, 2025, Chief Kevin Mensen sent a letter to Assembly Member Michelle Rodriguez stating the City's opposition to SB 634 (Perez). The bill would prohibit a state agency or local jurisdiction from adopting or enforcing a regulation or ordinance that imposes civil or criminal penalties on a person who is homeless or assists an individual experiencing homelessness. The bill was subsequently watered down in response to opposition, now stating that law enforcement cannot ticket charity workers who assist the homeless. The City has a "Tracking/Watch" position on the amended version of the bill.

**Mayor Ulloa to Governor Newsom** – On April 23, 2025, Mayor Ulloa sent a letter to Governor Newsom opposing the proliferation of state housing laws that usurp local control and local land use authority.

**AB 63 (Rodriguez), Support** – City Manager Reich submitted a letter to the Assembly Public Safety Committee in support of the measure. The bill is now a two-year bill and will not be considered again until January 2026.

**AB 647 (Gonzalez), Oppose** – On April 25, City Manager Reich submitted a letter opposing this measure.

**City of Chino Issue Alert: South Coast AQMD Proposed Rules 1111 & 1121** – Although the SCAQMD has amended the Proposed Rules 1111 & 1121 in response to opposition from local governments, residents, and businesses, the City continues to oppose the proposed rules and urges the public to contact SCAQMD. The proposal is scheduled for hearing by the SCAQMD Board on June 6.

See the attached City of Chino Issue Alert, the Cost of Living Council's Economic Impact Analysis of Proposed Rules 1111 & 1121 , and SCAQMD's Hearing Notice.



## **CHINO CITY COUNCIL LEGISLATIVE POLICY COMMITTEE MEETING**

The Legislative Policy Committee scheduled for May 13, 2025 was cancelled. The next meeting is scheduled for Tuesday, June 10, 2025 in Council Chambers.

## **STATE LEGISLATIVE CALENDAR**

- May 9 - Last day for policy committees to hear and report to the Floor nonfiscal bills introduced in their house.
- May 16 - Last day for policy committees to meet prior to June 9.
- May 23 - Last day for fiscal committees to hear and report to the Floor bills introduced in their house. Last day for fiscal committees to meet prior to June 9.
- June 2-6 - Floor Session only. No committee may meet except Rules Committee and Conference Committees.
- June 6 - Last day for each house to pass bills introduced in that house.
- June 9 - Committee meetings may resume.
- June 15 - Budget bill must be passed by midnight.

# *David Jurch and Associates*

TO: City of Chino  
FROM: Jamie Jones  
DATE: May 8, 2025  
RE: Federal Update for Legislative Policy Committee May 13 Meeting

## **I TARIFFS**

The Senate recently considered S.J. Res 49, a bipartisan resolution to end the national emergency President Trump declared to impose new tariffs on all imported goods. The measure failed to pass on a tie vote of 49 to 49. Democratic Senator Sheldon Whitehouse of Rhode Island and Republican Senator Mitch McConnell were not present for the vote. Both senators are listed in opposition to President Trump's tariff policy.

Opponents of raising tariffs argue that they slow economic growth and raise prices on all types of consumer goods, effectively acting like a sales tax.

President Trump and his allies argue that tariffs will force our trading partners to level the global playing field. Trump argues that while Americans might experience some short-term economic pain, the long-term benefits of his tariff policy far outweigh a temporary national economic downturn by lowering our trade deficits and fueling the reindustrialization of the country.

## **II PRESIDENT TRUMP'S FY26 "SKINNY BUDGET" PROPOSAL**

On May 2nd, the White House Office of Management and Budget (OMB) released its FY26 "skinny budget." A more detailed budget proposal is expected to be released later this month. The White House is proposing cuts of \$163 billion (23%) to a broad array of non-defense discretionary federal spending such as environmental, education, anti-poverty, foreign aid, housing and health-care programs.

While Trump is proposing to slash programs and departments, Congress will have to weigh in on these proposals through the annual Appropriations spending bills. Trump's budget proposal, like his predecessors, is considered dead on arrival on Capitol Hill, but it nevertheless establishes his FY26 priorities.

**COMPARED TO THE FY25 BUDGET, TRUMP'S FY26 BUDGET PLAN PROPOSES TO CUT:**

- State Department by 84% (includes USAID cuts)
- EPA by 55%
- HUD by 44%
- Labor by 35%
- Interior by 31%
- HHS by 26%
- NASA by 24%
- Treasury by 19%
- USDA by 18%
- Commerce by 17%
- Education by 15%
- Energy by 9%
- Justice by 8%

#### **President Trump's Proposed Plus Ups:**

VA by 4%  
 Transportation by 6%  
 Defense by 13%  
 Homeland Security by 65%

### **III CONGRESSIONAL RECONCILIATION UPDATE**

**H.Con.Res . 14, the FY25 Budget Resolution**, passed the Republican controlled Congress last month, includes reconciliation instructions that direct 11 House committees to submit legislation that will increase or decrease the deficit over FY2025-FY2034 and increase the statutory debt limit by 5 trillion.

The reconciliation bill is expected to extend and expand President Trump's 2017 tax cut and reform measure. House and Senate Republicans have a cap of about \$4.5 trillion reserved for extending current tax rates that are due to expire at the end of the year. To offset some of the costs of extending the 2017 tax rates, GOP congressional members will have to come up with at least \$1.5 trillion in cuts to non-defense programs. A tall order since Senate Republicans are on record wanting to cut \$4 billion and House Republicans, pressured by the Freedom Caucus, want to cut up to \$2 trillion.

The House Budget Committee has put the repeal of tax-exempt municipal bonds on a list of possible pay-fors for a budget reconciliation bill and the rewrite of the 2017 tax law. I recommend that the City of Chino communicate with its congressional delegation, urging them to oppose repealing or weakening tax-exempt municipal bonds.

According to the US Conference of Mayors, it is projected that an elimination of tax exemption would raise borrowing costs by up to **\$833 billion between 2026 and 2035**, a cost that would be passed onto taxpayers and lead to a **\$6,554.67** tax and rate increase for each American household over the next decade.

The US Conference of Mayors letter to Congress highlighted the following issues House and Senate GOP members should support as they work on shaping the reconciliation package:

1. ***Provide major housing tax credits to spur production***, including a robust expansion of the Low-Income Housing Tax Credit, creation of the Neighborhood Homes Tax Credit, tax credits to convert vacant commercial property to housing, and expansion of the Historic Tax Credit. Research shows significant increases in housing production directly correlate to reduced rents and the moderation of housing prices, exactly what is needed to address our national housing crisis. But these credits must spur sufficient production to adequately respond to the depth and breadth of our nation's shortage of units, which we estimate to be between 4-7 million. Given the role that rising home prices and rents play in "kitchen table" inflation, we believe the production credits should be a top priority in the tax bill.
2. ***Provide full funding of the Community Development Block Grant (housing rehab) and HOME Partnership (new construction) programs***, along with increased resources for ***FHA mortgage insurance, rental assistance, and affordable housing programs*** to further address our housing crisis.
3. ***Protect tax-exempt municipal bonds, including private activity bonds***, which are the main financing tool of locally funded, essential infrastructure, including transportation, water and wastewater facilities, along with housing, schools, and hospitals, to name a few. We oppose any effort to restrict this time-honored mechanism for raising local revenues to support locally driven projects. State and local governments finance 75% of the nation's infrastructure, mostly through tax-exempt financing. Removing the tax exemption on municipal bonds would cost households on average \$6,500 over a ten-year period.
4. ***Continue innovative Direct Pay energy credits within the IRS*** to support local government energy efficiency and conservation projects to lower energy bills. Federal investment credits and direct pay policies provide a critical incentive for leveraging investments in new and upgraded energy sources. Direct pay policies also enhance local efforts to modernize the electricity transmission grid and ensure that electricity transformers are available.
5. ***Restore and Expand the Child Tax Credit, proven to reduce child poverty*** in our nation. In fact, CTC levels during our economic recovery reduced child poverty by 40%. This bill should do the same. An economically stable and secure family enriches early childhood development and emotional health; poverty yields the opposite. Expanding the CTC is an investment in the future of our children's lives and our nation.
6. ***Protect Medicaid benefits to ensure current levels of service and access to health care*** Medicaid is the principal source of health care funding for countless seniors in nursing homes in cities and rural America alike; and is a major source of health care for the nation's children. We also want to emphasize the importance of maintaining the funding for the Supplemental Nutrition Assistance Program (SNAP) and other child nutrition programs, as they are vital for supporting child health.

#### **IV     TRUMP THREATENS 100% TARIFFS ON MOVIES MADE ABROAD**

President Donald Trump is threatening to levy all films produced outside the U.S. at a rate of 100%.

Over the weekend, Trump accused other countries of “stealing the movie-making capabilities” of the U.S. and said that he had authorized the Commerce Department and the U.S. Trade Representative to immediately begin the process of implementing this new import tax on all foreign-made films.

Further specifics or dates weren't provided. The White House confirmed that no final decisions had been made as of Monday, May 5.

## **TRACKED STATE LEGISLATION REPORT (Attachment 2)**

As of May 14, 2025

The Tracked State Legislation Report (Attachment 2) reflects the City's position on active bills being tracked during the current state legislative session.



# City of Chino LEGISLATIVE UPDATE

13220 Central Avenue, Chino, CA 91710 | 909.334.3250 | www.cityofchino.org

**Tuesday, May 14, 2025**

## GOVERNANCE

### **AB 259 (Rubio, Blanca, D) Open meetings: local agencies: teleconferences.**

**Current Text:** 04/21/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



**Location:** 05/06/2025 - Senate Rules

**Summary:** The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

**Priority:** (4) Standard

**Subject:** Governance

### **AB 1060 (Ávila Farías, D) Local government: legal fee disclosures.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/10/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law requires the city attorney to advise the city officials in all legal matters pertaining to city business and to perform other legal services required from time to time by the legislative body. Current law requires a city attorney to receive compensation as is allowed by the legislative body. This bill would require all invoices for work by the city attorney, or by any other attorney who is seeking, or has sought, compensation from a city, to be made available, without redaction, to each member of the city council promptly upon that member's request. The bill would require a

member of the city council who receives an invoice to maintain the confidentiality of any confidential information contained in the invoice. (Based on 02/20/2025 text)

**Position:** Oppose

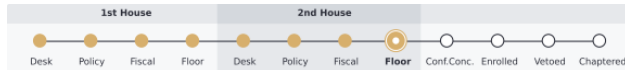
**Priority:** (3) Significant

**Subject:** Governance, Legal and Records Management

#### **ACR 44 (Pacheco, D) California Cities Week.**

**Current Text:** 02/27/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/07/2025 - From committee: Ordered to third reading.



**Location:** 05/07/2025 - Senate THIRD READING

**Summary:** Would proclaim the week of April 20, 2025 to April 26, 2025, to be California Cities Week, and would encourage all Californians to be involved in their communities and be civically engaged with their local government. (Based on 02/27/2025 text)

**Position:** Support

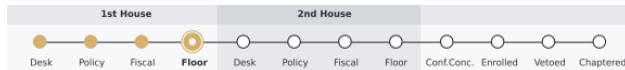
**Priority:** (5) Track/Watch

**Subject:** Governance

#### **SB 239 (Arreguin, D) Open meetings: teleconferencing: subsidiary body.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

**Position:** Support

**Priority:** (3) Significant

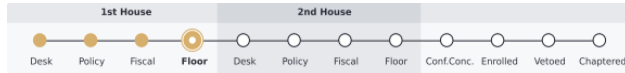


**Subject:** Governance  
**Misc2:** League of Cities Sponsored

**SB 634 (Pérez, D) Local government: homelessness.**

**Current Text:** 04/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Read second time. Ordered to third reading.



**Location:** 04/30/2025 - Senate THIRD READING

**Summary:** The California Constitution authorizes a county or city to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. This bill would prohibit a local jurisdiction from adopting a local ordinance, or enforcing an existing ordinance, that prohibits a person or organization from providing support services, as specified, to a person who is homeless or assisting a person who is homeless with any act related to basic survival. The bill would define various terms for these purposes. (Based on 04/28/2025 text)

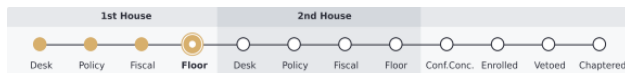
**Priority:** (5) Track/Watch

**Subject:** Governance, Human Services, Recreation, Quality of Life, Public Safety

**SB 707 (Durazo, D) Open meetings: meeting and teleconference requirements.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Read second time. Ordered to third reading.



**Location:** 05/06/2025 - Senate THIRD READING

**Summary:** The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. This bill would, until January 1, 2030, require a city council or a county board of supervisors to comply with additional meeting requirements, including that all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, that a system is in place for requesting and receiving interpretation services for public meetings, as specified, and that the city council or county board of supervisors encourage residents to participate in public meetings, as specified. (Based on 04/07/2025 text)

**Priority:** (4) Standard

**Subject:** Governance

**SB 827 (Gonzalez, D) Local agency officials: training.**

**Current Text:** 05/12/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Current law imposes ethics training on specified local agency officials. Current law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Current law requires

the local agency to maintain records of the trainings, as prescribed. This bill would expand which local agency officials are required to complete the above-described ethics training to include department heads, or other similar administrative officers, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6 months of commencing service. The bill would require the local agency to publish the training records on its internet website, as specified. This bill would additionally require all local agency officials, as defined, to receive at least 2 hours of fiscal and financial training, as described. The bill would require the training to be received at least once every 2 years, as provided. The bill would exempt from these requirements specified local agency officials if they are in compliance with existing education requirements specific to their positions. (Based on 05/12/2025 text)

**Priority:** (5) Track/Watch

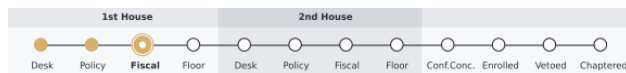
**Subject:** Governance

## HUMAN RESOURCES

### **AB 339 (Ortega, D) Local public employee organizations: notice requirements.**

**Current Text:** 01/28/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 01/28/2025 text)

**Position:** Oppose

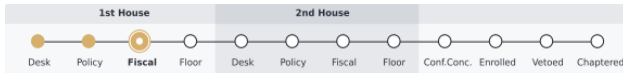
**Priority:** (3) Significant

**Subject:** Human Resources, Public Safety

### **AB 340 (Ahrens, D) Employer-employee relations: confidential communications.**

**Current Text:** 03/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/23/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law that governs the labor relations of public employees and employers, including, among others, the Meyers-Milias-Brown Act, the Ralph C. Dills Act, provisions relating to public schools, and provisions relating to higher education, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. Those provisions of current law further prohibit denying to employee organizations the rights guaranteed to them by current law. This bill would prohibit a public employer from questioning a public employee, a representative of a recognized employee organization, or an exclusive representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the recognized employee organization’s representation. (Based on 03/05/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Human Resources

**AB 465 (Zbur, D) Local public employees: memoranda of understanding.**

**Current Text:** 03/13/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/23/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The Meyers-Milias-Brown Act authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations and defines various terms for these purposes. The act prohibits a public agency from, among other things, refusing or failing to meet and negotiate in good faith with a recognized employee organization. Current law states that the Legislature finds and declares that the duties and responsibilities of local agency employer representatives under the act are substantially similar to the duties and responsibilities required under existing collective bargaining enforcement procedures and therefore the costs incurred by the local agency employer representatives in performing those duties and responsibilities under that act are not reimbursable as state-mandated costs. This bill would require, on or after January 1, 2026, a memorandum of understanding between a public agency and a recognized employee organization to include specified provisions including, among other things, a provision providing for a system of progressive discipline that grants due process to an employee when they are disciplined, upon the request of the recognized employee organization. The bill would define “progressive discipline” and “due process” for this purpose. (Based on 03/13/2025 text)

**Position:** Oppose

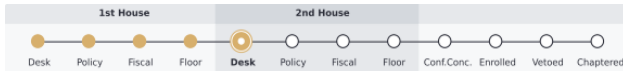
**Priority:** (3) Significant

**Subject:** Human Resources

**AB 1109 (Kalra, D) Evidentiary privileges: union agent-represented worker privilege.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/12/2025 - Read third time. Passed. Ordered to the Senate.



**Location:** 05/12/2025 - Senate DESK

**Summary:** Current law governs the admissibility of evidence in court proceedings and generally provides a privilege as to communications made in the course of certain relations, including the attorney-client, physician-patient, and psychotherapist-patient relationship, as specified. Under current law, the right of any person to claim those evidentiary privileges is waived with respect to a communication protected by the privilege if any holder of the privilege, without coercion, has disclosed a significant part of the communication or has consented to a disclosure. This bill would establish a privilege between a union agent, as defined, and a represented employee or represented former employee to refuse to disclose any confidential communication between the employee or former employee and the union agent made while the union agent was acting in the union agent's representative capacity, except as specified. The bill would permit a represented employee or represented former employee to prevent another person from disclosing a privileged communication, except as specified. (Based on 02/20/2025 text)

**Position:** Oppose

**Priority:** (3) Significant

**Subject:** Human Resources

#### **SB 431 (Arreguín, D) Assault and battery: public utility employees and essential infrastructure workers.**

**Current Text:** 03/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/21/2025 - April 21 hearing: Placed on APPR. suspense file.



**Location:** 04/21/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Existing law defines an assault as an unlawful attempt, coupled with present ability, to commit a violent injury upon the person of another. Existing law defines a battery as any willful and unlawful use of force or violence upon the person of another. Under existing law, an assault or battery committed against specified professionals engaged in the performance of their duties, including peace officers, firefighters, and emergency medical personnel, is punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding \$2,000, or by both that fine and imprisonment. This bill would make an assault or battery committed against an employee of a public utility or a worker engaged in essential infrastructure work, as defined, punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding \$2,000, or by both that fine and imprisonment. By expanding the scope of these crimes, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. (Based on 03/24/2025 text)

**Position:** Support

**Priority:** (4) Standard

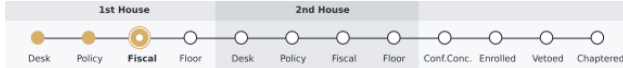
**Subject:** Human Resources

## **HUMAN SERVICES, RECREATION, QUALITY OF LIFE**

#### **SB 16 (Blakespear, D) Homeless Housing, Assistance, and Prevention program: housing element: unsheltered and chronic homelessness: assessment and financing plan.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The Planning and Zoning Law requires a housing element to consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. Current law requires the housing element to include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to meeting these needs. Current law establishes the Homeless Housing, Assistance, and Prevention program (HHAP) for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified.(3)The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. (Based on 04/24/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Human Services, Recreation, Quality of Life

### **SB 38 (Umberg, D) Second Chance Program.**

**Current Text:** 04/09/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/28/2025 - April 28 hearing: Placed on APPR. suspense file.



**Location:** 04/28/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law requires the Board of State and Community Corrections to administer a grant program to carry out the purposes of the Second Chance Program. Current law requires the grant program to, among other things, restrict eligibility to proposals that offer mental health services, substance use disorder treatment services, misdemeanor diversion programs, or a combination thereof. Current law also establishes the Second Chance Fund, a continuously appropriated fund, which is administered by the board. The Treatment-Mandated Felony Act makes it a crime for a person, who has 2 or more prior convictions for a felony or misdemeanor violation of specified controlled substances crimes, to possess a hard drug, as defined, unless it has been prescribed by a doctor, among others. Under current law, a defendant who has been charged with this crime can elect treatment, in lieu of a jail or prison sentence or probation, by pleading guilty or no contest and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. This bill would require the Second Chance grant program to authorize eligibility for proposals that offer mental health or behavioral health services and drug court or collaborative court programs, including the treatment program under the Treatment-Mandated Felony Act. By expanding the purpose of a continuously appropriated fund, this bill would make an appropriation. (Based on 04/09/2025 text)

**Priority:** (4) Standard

**Subject:** Human Services, Recreation, Quality of Life

**SB 360 (Rubio, D) Land conservation: California Wildlife, Coastal, and Park Land Conservation Act: County of San Bernardino.**

**Current Text:** 02/13/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/07/2025 - April 7 hearing: Placed on APPR. suspense file.



**Location:** 04/07/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Wildlife, Coastal, and Park Land Conservation Act, an initiative measure approved by the voters in the June 7, 1988, statewide primary election, provided bond funds for wildlife, coastal, and parkland conservation. Current law requires an applicant receiving state funds under the act to maintain any property acquired in perpetuity, as specified, and use the property only for the purposes stated in the act and to make no other use, sale, or other disposition of the property except as authorized by a specific act of the Legislature. Current law authorizes the County of San Bernardino to sell or exchange property it owns within the Chino Agricultural Preserve that was purchased with grant funds if it meets certain conditions. Among those conditions, existing law requires the county to preserve all lands and conservation easements acquired or dedicated as authorized by the act in perpetuity for open-space conservation purposes or agricultural preservation, and specifies that open-space conservation includes community gardens, agricultural heritage projects, agricultural and wildlife education or wildlife habitat. This bill would additionally authorize preservation of those lands or easements for park and recreational purposes, and would explicitly include, to the extent they are consistent with the purposes of the act, playgrounds, recreational venues, sporting venues, amphitheaters, and preservation of historical resources as appropriate purposes. (Based on 02/13/2025 text)

**Position:** Support

**Priority:** (2) Priority

**Subject:** Human Services, Recreation, Quality of Life

**SB 634 (Pérez, D) Local government: homelessness.**

**Current Text:** 04/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Read second time. Ordered to third reading.



**Location:** 04/30/2025 - Senate THIRD READING

**Summary:** The California Constitution authorizes a county or city to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. This bill would prohibit a local jurisdiction from adopting a local ordinance, or enforcing an existing ordinance, that prohibits a person or organization from providing support services, as specified, to a person who is homeless or assisting a person who is homeless with any act related to basic survival. The bill would define various terms for these purposes. (Based on 04/28/2025 text)

**Priority:** (5) Track/Watch

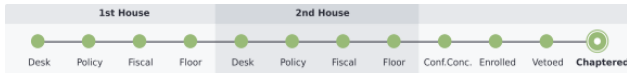
**Subject:** Governance, Human Services, Recreation, Quality of Life, Public Safety

**SR 15 (Ochoa Bogh, R) Relative to the “2-1-1” information and referral service.**

**Current Text:** 02/28/2025 - Enrolled [HTML](#) [PDF](#)

**Status:** 02/27/2025 - Read. Adopted. (Ayes 36. Noes 0.)





**Location:** 02/27/2025 - Senate ADOPTED

**Summary:** Would resolve that the Senate hereby proclaims the month of February 2025 as 2-1-1 Month and the day of February 11, 2025 as 2-1-1 Day to promote and strengthen the 2-1-1 service in providing Californians with free and confidential referrals to needed resources. Resolved, That the Senate commits to supporting the 2-1-1 service and infrastructure so that all Californians have equitable access to this critical service that provides resource connections regarding support for poverty, housing, family and children, aging and disability, health equity, and disasters. Resolved, That the Senate encourages all Californians to be aware of the 2-1-1 service and look up their local 2-1-1 service provider on the internet at 211.org (Based on 02/28/2025 text)

**Priority:** (6) Info only

**Subject:** Human Services, Recreation, Quality of Life

## LEGAL AND RECORDS MANAGEMENT

**AB 538 (Berman, D) Public works: payroll records.**

**Current Text:** 02/11/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/23/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/23/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law requires the Labor Commissioner to investigate allegations that a contractor or subcontractor violated the law regulating public works projects, including the payment of prevailing wages. Current law requires each contractor and subcontractor on a public works project to keep accurate payroll records, 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 the contractor or subcontractor in connection with the public work. Current law requires certified copies of records to be available upon request by the public and sets forth a process for the public to request the records either through the awarding body or the Division of Labor Standards Enforcement. Current law makes any contractor, subcontractor, agent, or representative who neglects to comply with the requirements to keep accurate payroll records guilty of a misdemeanor. This bill would require the awarding body, if a request is made by the public through the awarding body and the body is not in possession of the certified records, to obtain those records from the relevant contractor and make them available to the requesting entity. The bill would authorize the Division of Labor Standards Enforcement to enforce certain penalties if a contractor fails to comply with the awarding body's request within 10 days of receipt of the notice. (Based on 02/11/2025 text)

**Position:** Oppose

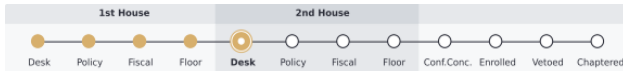
**Priority:** (4) Standard

**Subject:** Legal and Records Management

**AB 712 (Wicks, D) Housing reform laws: enforcement actions: fines and penalties.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - Read third time. Passed. Ordered to the Senate.



**Location:** 05/12/2025 - Senate DESK

**Summary:** Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 05/05/2025 text)

**Priority:** (5) Track/Watch

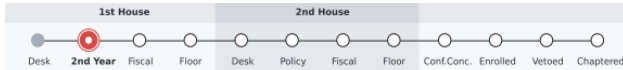
**Subject:** Legal and Records Management, Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

#### **AB 1060 (Ávila Farías, D) Local government: legal fee disclosures.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/10/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law requires the city attorney to advise the city officials in all legal matters pertaining to city business and to perform other legal services required from time to time by the legislative body. Current law requires a city attorney to receive compensation as is allowed by the legislative body. This bill would require all invoices for work by the city attorney, or by any other attorney who is seeking, or has sought, compensation from a city, to be made available, without redaction, to each member of the city council promptly upon that member's request. The bill would require a member of the city council who receives an invoice to maintain the confidentiality of any confidential information contained in the invoice. (Based on 02/20/2025 text)

**Position:** Oppose

**Priority:** (3) Significant

**Subject:** Governance, Legal and Records Management

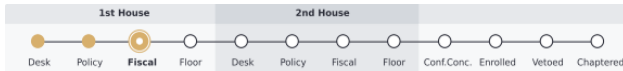
## **MUNICIPAL FUNDING AND PROCUREMENT**

#### **AB 262 (Caloza, D) California Individual Assistance Act.**

**Current Text:** 04/03/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.





**Location:** 04/30/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would require the director, in administering that act, to prioritize local agencies that are not eligible for federal funding, pursuant to specified federal regulation, due to the agency's inability to meet minimum damage thresholds. This bill would also enact the California Individual Assistance Act to establish a grant program to provide financial assistance to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. (Based on 04/03/2025 text)

**Priority:** (6) Info only

**Subject:** Municipal Funding and Procurement, Public Safety

**Misc2:** League of Cities Sponsored

#### **AB 330 (Rogers, D) Local Prepaid Mobile Telephony Services Collection Act.**

**Current Text:** 01/27/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/29/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (April 28). Re-referred to Com. on APPR.



**Location:** 04/29/2025 - Assembly Appropriations

**Summary:** The Local Prepaid Mobile Telephony Services Collection Act, until January 1, 2026, suspends the authority of a city, county, or city and county to impose a utility user tax on the consumption of prepaid communications service and any charge that applies to prepaid mobile telephony service, as defined, on access to communication services or access to local "911" emergency telephone systems, and instead requires those taxes and charges to be applied during the period beginning January 1, 2016, and ending January 1, 2026, under any local ordinance to be at specified rates. The act requires that these local charges imposed by a city, county, or a city and county on prepaid mobile telephony services be collected from the prepaid consumer by a seller at the time of sale, as specified. Current law requires that all local charges be collected and paid to the California Department of Tax and Fee Administration pursuant to the Fee Collection Procedures Law and be deposited into the Local Charges for Prepaid Mobile Telephony Services Fund, and be transmitted to the city, county, or city and county, as provided. This bill would extend operation of the act until January 1, 2031. (Based on 01/27/2025 text)

**Position:** Support

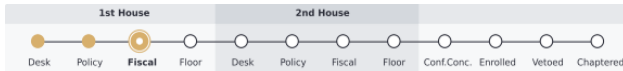
**Priority:** (5) Track/Watch

**Subject:** Municipal Funding and Procurement

#### **AB 532 (Ransom, D) Water rate assistance program.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** Current federal law, the Consolidated Appropriations Act, 2021, among other things, requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. The bill would instead require, upon appropriation by the Legislature, the Department of Community Services and Development to establish and administer the California Low Income Household Water Assistance Program. (Based on 05/05/2025 text)

**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement, Trash, Recycling, Water, Resources

#### **AB 905 (Pacheco, D) State general obligation bonds: disclosure requirements.**

**Current Text:** 03/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/24/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 22. Noes 0.) (April 23). Re-referred to Com. on APPR.



**Location:** 04/23/2025 - Assembly Appropriations

**Summary:** The State General Obligation Bond Law generally sets forth the procedures for the issuance and sale of bonds governed by its provisions and for the disbursal of the proceeds of the sale of those bonds. Current law requires any state bond measure approved on or after January 1, 2004, to be subject to an annual reporting process, with the head of the lead state agency administering the bond proceeds reporting certain information about the projects being funded to the Legislature and the Department of Finance. Current law allows this information to be provided on the agency's internet website or the state's open data portal under certain circumstances. This bill would require a bond act for any state general obligation bond measure that is approved by voters on and after January 1, 2026, to include specified information about the objectives of the bond expenditure and related data. The bill would also require the head of the lead state agency administering the bond to post on its internet website a notification that contains, among other information, details about the programs and projects authorized to be funded by the bond. (Based on 03/28/2025 text)

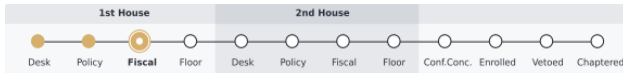
**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement

#### **SB 90 (Seyarto, R) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: grants: improvements to public evacuation routes: mobile rigid water storage: electrical generators.**

**Current Text:** 03/12/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. The act makes \$135,000,000 available, upon appropriation by the Legislature, to the Office of Emergency Services for a wildfire mitigation grant program to provide, among other things, loans, direct assistance, and matching funds for projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. The act provides that eligible projects include, but are not limited to, grants to local agencies, state agencies, joint powers authorities, tribes, resource conservation districts, fire safe councils, and nonprofit organizations for structure hardening of critical community infrastructure, wildfire smoke mitigation, evacuation centers, including community clean air centers, structure hardening projects that reduce the risk of wildfire for entire neighborhoods and communities, water delivery system improvements for fire suppression purposes for communities in very high or high fire hazard areas, wildfire buffers, and incentives to remove structures that significantly increase hazard risk. This bill would include in the list of eligible projects grants to the above-mentioned entities for improvements to public evacuation routes in very high and high fire hazard severity zones, mobile rigid dip tanks, as defined, to support firefighting efforts, prepositioned mobile rigid water storage, as defined, and improvements to the response and effectiveness of fire engines and helicopters. (Based on 03/12/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Municipal Funding and Procurement

#### **SB 346 (Durazo, D) Local agencies: transient occupancy taxes: short-term rental facilitator.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time and amended. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Existing law authorizes a local authority, by ordinance or resolution, to regulate the occupancy of a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of less than 30 days. This bill would authorize a local agency, defined to mean a city, county, or city and county, to enact an ordinance to require a short-term rental facilitator, as defined, to report, in the form and manner prescribed by the local agency, the physical address, including 9-digit ZIP Code, of each short-term rental, as defined, during the reporting period, as well as any additional information necessary to identify the property as may be required by the local agency. The bill would authorize the local agency to impose an administrative fine or penalty for failure to file the report, and would authorize the local agency to initiate an audit of a short-term rental facilitator, as described. The bill would require a short-term rental facilitator, in a jurisdiction that has adopted an ordinance, to include in the listing of a short-term rental any applicable local license number associated with the short-term rental and any transient occupancy tax certification issued by a local agency. The bill would state these provisions do not preempt a local agency from adopting an ordinance that regulates short-term rentals, short-term rental facilitators, or the payment and

collection of transient occupancy taxes in a manner that differs from those described in the bill. (Based on 05/08/2025 text)

**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

**SB 549 (Allen, D) Second Neighborhood Infill Finance and Transit Improvements Act.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Current law authorizes the infrastructure financing plan to provide for the division of taxes levied on taxable property in the area included within the district, as specified, and authorizes the public financing authority to issue bonds by adopting a resolution containing specified provisions, including a determination of the amount of tax revenue available or estimated to be available for the payment of the principal of, and interest on, the bonds. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. (Based on 02/20/2025 text)

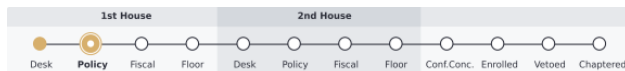
**Priority:** (5) Track/Watch

**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing

**SB 696 (Alvarado-Gil, R) Sales and Use Tax Law: exemptions: firefighting equipment.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on REV. & TAX.



**Location:** 03/05/2025 - Senate Revenue and Taxation

**Summary:** Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes. This bill, on and after July 1, 2026, and before January 1, 2031, would exempt from those taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, firefighting apparatus, equipment, or specialized vehicles, as defined, purchased by a fire department, including an all-volunteer fire department, as defined, or a fire protection district. This bill contains other related provisions and other existing laws. (Based on 05/08/2025 text)

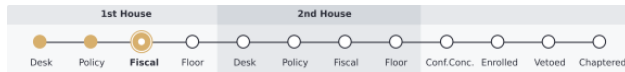
**Priority:** (5) Track/Watch

**Subject:** Municipal Funding and Procurement

**SB 789 (Menjivar, D) Taxation: information returns: vacant commercial real property.**

**Current Text:** 04/30/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current statutory law, the Documentary Transfer Tax Act, authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. Current law establishes the California Department of Tax and Fee Administration for the purpose of administering various taxes. This bill would require a person, as defined, that owns commercial property, as defined, in this state to register with the department, as provided. The bill would require every person owning commercial real property in this state to file an information return each year by a date determined by the department, as provided. The bill would require the information return to include specified information, including, among other requirements, whether any buildings or portions of buildings were vacant in the previous calendar year. The bill would authorize extensions of the time for a person to file an information return under specified circumstances, including for good cause. The bill would impose on any person who fails or refuses to timely furnish a return required by its provisions a penalty of \$100 per commercial property that the person fails or refuses to timely furnish the information return. The bill would authorize the Director of Finance to make a loan from the General Fund to the department to implement those provisions, and would require any loan to be repaid from revenues from penalties imposed. (Based on 04/30/2025 text)

**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing

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## PLANNING, LAND USE, HOUSING

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**AB 11 (Lee, D) The Social Housing Act.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 05/07/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 05/07/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Would enact the Social Housing Act and would create the California Housing Authority as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority. (Based on 12/02/2024 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**AB 39 (Zbur, D) General plans: Local Electrification Planning Act.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 16. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** The Planning and Zoning Law requires a city or county to adopt a comprehensive general plan for the city's or county's physical development that includes various elements, including, among others, a land use element that designates the proposed general distribution and general location and extent of the uses of the land in specified categories, and a circulation element that identifies the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, as specified. This bill, the Local Electrification Planning Act, would require each city, county, or city and county, on or after January 1, 2027, but no later than January 1, 2030, to prepare and adopt a specified plan, or integrate a plan in the next adoption or revision of the general plan, that includes locally based goals, objectives, policies, and feasible implementation measures that include, among other things, the identification of opportunities to expand electric vehicle charging and other zero-emission vehicle fueling infrastructure, as specified, and includes policies and implementation measures that address the needs of disadvantaged communities, low-income households, and small businesses for equitable and prioritized investments in zero-emission technologies that directly benefit these groups. (Based on 04/24/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

#### **AB 76 (Alvarez, D) Surplus land: exempt surplus land: sectional planning area.**

**Current Text:** 04/21/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 66. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



**Location:** 05/08/2025 - Senate Rules

**Summary:** Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "exempt surplus land" to mean, among other things, land that is subject to a sectional planning area document, as described, and meets specified requirements, including that at least 25% of the units are dedicated to lower income households, as specified, and that is developed at an average density of at least 10 units per acre calculated with respect to the entire sectional planning area. This bill would change those requirements so that at a minimum, 25% of units that are proposed by the sectional planning area document as adopted prior to January 1, 2019, and are not designated for students, faculty, or staff of an academic institution must be dedicated to lower income households, as specified, and that the land must be developed at an average density of at least 10 units per acre, in accordance with certain requirements and calculated with respect to the entire sectional planning area and inclusive of housing designated for students, faculty, and staff of an academic institution. (Based on 04/21/2025 text)

**Priority:** (4) Standard

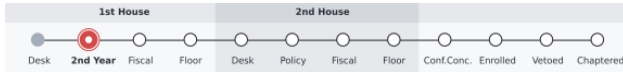
**Subject:** Planning, Land Use, Housing

#### **AB 98 (Jackson, D) State property: City of Moreno Valley.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)



**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was G.O. on 2/3/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law authorizes the Director of General Services to execute grants to real property belonging to the state in the name and upon behalf of the state, whenever the sale or exchange of real property is authorized or contemplated by law, if no other state agency is specifically authorized and directed to execute the grants. This bill would require the director to quitclaim to the City of Moreno Valley, at no cost to the city, all interests of the state in 10 specified parcels of land located in the City of Moreno Valley that consist mainly of undeveloped open-space land. The bill would require the City of Moreno Valley to use the land to conduct wildfire mitigation to ensure fire protection for residents and businesses, to increase open-space opportunities, and any other similar use the City of Moreno Valley deems necessary. The bill would exempt the land from specified provisions of law governing the disposal of surplus state real property. (Based on 04/24/2025 text)

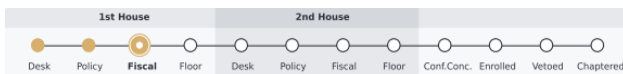
**Priority:** (6) Info only

**Subject:** Planning, Land Use, Housing

**AB 222 (Bauer-Kahan, D) Data centers: energy usage reporting and efficiency standards: electricity rates.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** Current law, on or before January 1, 2026, and before each time thereafter that a generative artificial intelligence system or service, as defined, or a substantial modification to a generative artificial intelligence system or service, released on or after January 1, 2022, is made available to Californians for use, regardless of whether the terms of that use include compensation, requires a developer of the system or service to post on the developer's internet website documentation regarding the data used to train the generative artificial intelligence system or service. This bill would require a developer, before using a covered model commercially or before making a covered model available for use by a third party, to estimate the total energy used to develop the covered model and the percentage of the total energy used to develop the covered model that was generated in California. (Based on 05/05/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**AB 253 (Ward, D) California Residential Private Permitting Review Act: residential building permits.**

**Current Text:** 03/13/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - Re-referred to Coms. on L. GOV. and HOUSING.



**Location:** 04/23/2025 - Senate Local Government

**Summary:** Current law authorizes a county's or city's governing body to prescribe fees for permits, certificates, or other forms or documents required or authorized under the State Housing Law. This bill,

the California Residential Private Permitting Review Act, would require a county's or city's building department to prepare a residential building permit fee schedule and post the schedule on the county's or city's internet website, if the county or city prescribes residential building permit fees. (Based on 03/13/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**AB 306 (Schultz, D) Building regulations: state building standards.**

**Current Text:** 03/12/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - Re-referred to Coms. on HOUSING and L. GOV.



**Location:** 04/23/2025 - Senate Housing

**Summary:** Current law establishes the Department of Housing and Community Development (department) in the Business, Consumer Services, and Housing Agency. The California Building Standards Law establishes the California Building Standards Commission (commission) within the Department of General Services. Current law requires the commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law requires, among other things, the building standards adopted and submitted by the department for approval by the commission, as specified, to be adopted by reference, with certain exceptions. Current law authorizes any city or county to make changes in those building standards that are published in the code, including to green building standards. Current law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from June 1, 2025, until June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety. (Based on 03/12/2025 text)

**Position:** Oppose

**Priority:** (3) Significant

**Subject:** Planning, Land Use, Housing

**AB 357 (Alvarez, D) Coastal resources: coastal development permit application: higher education housing project.**

**Current Text:** 04/30/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Re-referred to Com. on APPR.



**Location:** 04/28/2025 - Assembly Appropriations

**Summary:** The Coastal Act of 1976, which is administered by the California Coastal Commission, requires a person wishing to perform or undertake any development in the coastal zone to obtain a coastal development permit. This bill would require the commission to approve or deny a complete application for a coastal development permit for a student housing project or a faculty and staff housing project within 90 days of submittal, except as specified. (Based on 04/30/2025 text)



**Priority:** (6) Info only

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 424 (Davies, R) Alcohol and other drug programs: complaints.**

**Current Text:** 03/19/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 16. Noes 0.) (April 22). Re-referred to Com. on APPR.



**Location:** 04/23/2025 - Assembly Appropriations

**Summary:** Would, when the Department of Health Care Services receives a complaint against a licensed alcohol or other drug recovery or treatment facility, or a complaint alleging that a facility is unlawfully operating without a license, from a member of the public, require the department to provide, within 30 10 days of the date of the complaint, notice to the person filing the complaint that the complaint has been received and to provide, upon closing the complaint, notice to the person filing the complaint that the complaint has been closed and whether the department found the facility to be in violation of the provisions governing facility licensure and regulation. (Based on 03/19/2025 text)

**Position:** Support

**Priority:** (4) Standard

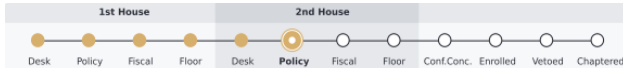
**Subject:** Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

**AB 492 (Valencia, D) Alcohol and drug programs: licensing.**

**Current Text:** 02/10/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/06/2025 - In Senate. Read first time. To Com. on RLS. for assignment.



**Location:** 05/06/2025 - Senate Rules

**Summary:** Would require the State Department of Health Care Services, whenever it issues a license to operate an alcohol or other drug recovery or treatment facility, to concurrently provide written notification of the issuance of the license to the city or county in which the facility is located. The bill would require the notice to include the name and mailing address of the licensee and the location of the facility. (Based on 02/10/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

**AB 507 (Haney, D) Adaptive reuse: streamlining: incentives.**

**Current Text:** 02/10/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards, including that the development is a multifamily housing development that contains two or more residential units. This bill would deem an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project meets specified requirements, subject to specified exceptions. In this regard, an adaptive reuse project, in order to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building that is less than 50 years old or meets certain requirements regarding the preservation of historic resources, including the signing of an affidavit declaring that the project will comply with the United States Secretary of the Interior's Standards for Rehabilitation for, among other things, the preservation of exterior facades of a building that face a street, or receive federal or state historic rehabilitation tax credits, as specified. The bill would require an adaptive reuse project to meet specified affordability criteria. In this regard, the bill would require an adaptive reuse project for rental housing to include either 8% of the unit for very low income households and 5% of the units for extremely low income households or 15% of the units for lower income households. (Based on 02/10/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

#### **AB 557 (McKinnor, D) California Factory-Built Housing Law.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/28/2025 - Re-referred to Com. on L. GOV. Re-referred to Com. on APPR. pursuant to Assembly Rule 96. (Set for hearing on 05/14/2025)



**Location:** 05/07/2025 - Assembly Appropriations

**Summary:** The California Factory-Built Housing Law requires all factory-built housing after a specified date that is sold or offered for sale to first users within the state to bear insignia of approval issued by the department, deems that housing to comply with the requirements of all ordinances or regulations enacted by any city, city and county, county, or district that may be applicable to the construction of housing, as specified, and prohibits a city, city and county, county, and district from requiring submittal of plans for any factory-built housing manufactured, or to be manufactured pursuant to these provisions, as specified. Current law requires the department to provide by regulation for the qualification and disqualification of design approval agencies to perform approval of factory-built housing plans and specifications and makes approval by these agencies the equivalent of department approval. The law provides that any person who violates any of these provisions and other specified law is guilty of a misdemeanor, as specified. This bill would require plans or specifications of factory-built housing approved pursuant to these provisions to be approved by unit serial number and would authorize the approved plans or specifications to be used in subsequent development projects unless building standards relating to factory-built housing are modified, as specified. The bill would require the department and the design approval agencies to limit their review to the portions of a plan or specification that has not already received approval, as specified. (Based on 04/24/2025 text)

**Priority:** (5) Track/Watch

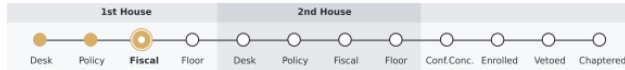
**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 609 (Wicks, D) California Environmental Quality Act: exemption: housing development projects.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements various projects, including, but not limited to, housing projects that meet certain requirements. This bill would exempt from the requirements of CEQA a housing development project, as defined, that meets certain conditions relating to, for example, size, density, and location, including specific requirements for any housing on the project site located within 500 feet of a freeway. The bill would require a local government, as a condition of approval for the development, to require the development proponent to complete a specified environmental assessment regarding hazardous substance releases. If a recognized environmental condition is found, the bill would require the development proponent to complete a preliminary endangerment assessment and specified mitigation based on that assessment. Because a lead agency would be required to determine whether a housing development project qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 05/05/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 610 (Alvarez, D) Housing element: governmental constraints: disclosure statement.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** The Planning and Zoning Law requires a city or county to adopt a general plan for land use development that includes, among other things, a housing element. Current law, commonly referred to as the Housing Element Law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law provides that a housing element or amendment is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment, the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law, and the department's compliance findings have not been superseded by subsequent contrary findings by the department or by a decision of a court of competent jurisdiction or the court's decision

has not been overturned or superseded by a subsequent court decision or by statute. Current law requires the housing element to include an analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including, among others, locally adopted ordinances that directly impact the cost and supply of residential development. Current law also requires the analysis to demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need. This bill would require the housing element to include, in addition to the above-described analysis, a governmental constraints disclosure statement, as specified. (Based on 04/10/2025 text)

**Priority:** (4) Standard

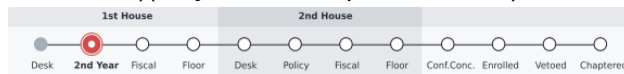
**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 647 (González, Mark, D) Housing development approvals: residential units.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 4/24/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** The Planning and Zoning law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, among other requirements, that the parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as defined, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as defined. Current law authorizes a local agency to impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with specified provisions, except as provided. This bill would require a proposed housing development containing no more than 8 residential units that is located on a lot with an existing single-family home or is zoned for 8 or fewer residential units to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, among other requirements, that the proposed housing development dedicates at least one residential unit to deed-restricted affordable housing to households making at or below 80% of the area median income, as specified. The bill would prohibit a local agency from applying any development standard that will have the effect of physically precluding the construction of a housing development that meets those requirements, as specified, and from imposing on a housing development subject to these provisions any objective zoning standard or objective design standard that meets certain criteria, including imposing any requirement that applies to a project solely or partially on the basis that the housing development receives approval pursuant to these provisions. (Based on 04/24/2025 text)

**Position:** Oppose

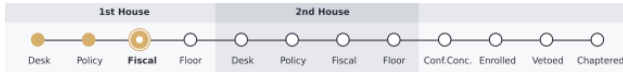
**Priority:** (2) Priority

**Subject:** Planning, Land Use, Housing

**AB 650 (Papan, D) Planning and zoning: housing element: regional housing needs allocation.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** Current law, under the Planning and Zoning Law, requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. Current law defines “affirmatively furthering fair housing,” as provided. The Planning and Zoning Law requires that a housing element include, among other things, a program that sets forth a schedule of actions during the planning period. Current law requires the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken pursuant to the requirement to affirmatively further fair housing. This bill would require the department to develop the above-described standardized reporting format on or before December 31, 2026. (Based on 04/24/2025 text)

**Position:** Support

**Priority:** (2) Priority

**Subject:** Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

#### **AB 660 (Wilson, D) Planning and Zoning Law: postentitlement phase permits.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** The Planning and Zoning Law requires a local agency, as defined, to compile one or more lists that specify in detail the information required from any applicant for a postentitlement phase permit, as defined. Current law also establishes time limits for completing reviews regarding whether an application for a postentitlement phase permit is complete and compliant, and whether to approve or deny an application. If a local agency finds that a complete application is noncompliant, existing law requires the local agency to provide the applicant with a list of items that are noncompliant and a description of how the application can be remedied by the applicant within specified time limits. Current law requires the time limits to be tolled, if the local agency requires review of the application by an outside entity, until the outside entity completes the review and returns the application to the local agency, as specified. This bill would prohibit the local agency from requiring or requesting more than 2 plan check and specification reviews in connection with an application for a building permit, as part of its review, except as specified. The bill, if a local agency finds that a complete application is noncompliant, would prohibit a local agency from requesting or requiring any action or inaction as a result of a building inspection undertaken to assess compliance with the applicable building permit standards that would represent a deviation from a previously approved building plan or similar approval for the building permit, except as specified. (Based on 04/24/2025 text)

**Priority:** (5) Track/Watch

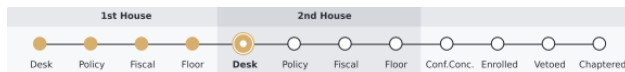
**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 712 (Wicks, D) Housing reform laws: enforcement actions: fines and penalties.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - Read third time. Passed. Ordered to the Senate.



**Location:** 05/12/2025 - Senate DESK

**Summary:** Current law within the Planning and Zoning Law describes various reforms and incentives enacted by the Legislature to facilitate and expedite the construction of affordable housing. Current law within the Planning and Zoning Law, in certain civil actions or proceedings against a public entity that has issued specified approvals for a housing development, authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit housing corporation that is a real party in interest and the permit applicant of the low- or moderate-income housing if the court makes specified findings. This bill, where the applicant for a housing development is a prevailing party in an action brought by the applicant to enforce the public agency's compliance with a housing reform law as applied to the applicant's housing development project, would entitle an applicant for a housing development project to reasonable attorney's fees and costs and would require a court to impose fines on a local agency, as specified. The bill would prohibit a public agency from requiring the applicant to indemnify, defend, or hold harmless the public agency in any action alleging the public agency violated the applicant's rights or deprived the applicant of the benefits or protection provide by a housing reform law. (Based on 05/05/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Legal and Records Management, Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 735 (Carrillo, D) Planning and zoning: logistics use: truck routes.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including "21st century warehouse," and "tier 1 21st century warehouse," for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Existing law, subject to specified exceptions, defines "logistics use" for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. (Based on 04/24/2025 text)



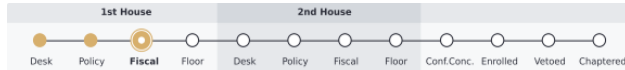
**Priority:** (2) Priority

**Subject:** Planning, Land Use, Housing

**AB 736 (Wicks, D) The Affordable Housing Bond Act of 2026.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/30/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Would enact the Affordable Housing Bond Act of 2026, which, if adopted, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to finance programs to fund affordable rental housing and home ownership programs, including, among others, the Multifamily Housing Program, the CalHome Program, and the Joe Serna, Jr. Farmworker Housing Grant Program. (Based on 04/10/2025 text)

**Position:** Support

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**AB 782 (Quirk-Silva, D) Subdivisions: security.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Read second time. Ordered to third reading. Re-referred to Com. on APPR. pursuant to Joint Rule 10.5.



**Location:** 05/06/2025 - Assembly Appropriations

**Summary:** The Subdivision Map Act requires prescribed security from a developer if the act or a local ordinance authorizes or requires the furnishing of security in connection with the performance of any act or agreement. Current law requires the Real Estate Commissioner to make an examination of any subdivision, and to, unless there are grounds for denial, issue to the subdivider a public report authorizing the sale or lease of the lots or parcels within the subdivision. Current law specifies the grounds for denial, including, among other things, the inability to demonstrate that adequate financial arrangements have been made for all offsite improvements included in the offering or the inability to demonstrate that adequate financial arrangements have been made for any community, recreational, or other facilities included in the offering. This bill, with respect to a residential development or project, would prohibit a local agency from requiring the furnishing of security in connection with the performance of any act or agreement related to an improvement that will be privately owned and maintained, and from conditioning the subdivision or any approval necessary for the development or construction of the project as a whole on the furnishing of that security related to an improvement that will be privately owned and maintained, if a security has been furnished for the same improvement pursuant to specified laws relating to real estate transactions, including with respect to the issuance of the public report by the Real Estate Commissioner described above. The bill would also prohibit the Real Estate Commissioner, in issuing a public report for a residential development or project, from requiring the furnishing of a security in connection with the performance of any act or agreement related to an improvement that will be publicly owned and maintained if the Real Estate Commissioner determines that sufficient security has been furnished to a local agency for the same improvement, as provided. (Based on 05/05/2025 text)

**Priority:** (5) Track/Watch  
**Subject:** Planning, Land Use, Housing  
**Misc2:** Fast Track Housing Package

**AB 818 (Ávila Farías, D) Permit Streamlining Act: local emergencies.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** The Permit Streamlining Act requires a public agency to determine whether an application for a development project is complete within specified time periods, as specified. The act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law, the California Emergency Services Act, among other things, authorizes a local emergency to be proclaimed by the governing body of a city, county, or city and county, as specified, and grants political subdivisions various powers and authorities in periods of local emergency. This bill would require a local agency to approve or disapprove an application for a permit necessary to rebuild or repair an affected property, as defined and specified. The bill would require a local agency to approve an application, within 14 days of receipt of the application, for a construction permit for any of the specified structures intended to be used by a person until the rebuilding or repair of an affected property is complete. (Based on 04/24/2025 text)

**Priority:** (5) Track/Watch  
**Subject:** Planning, Land Use, Housing  
**Misc2:** Fast Track Housing Package

**AB 874 (Ávila Farías, D) Mitigation Fee Act: waiver of fees: affordable rental housing.**

**Current Text:** 02/19/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was L. GOV. on 3/10/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** The Mitigation Fee Act imposes certain requirements on a local agency that imposes a fee as a condition of approval of a development project that is imposed to provide for an improvement to be constructed to serve the development project, or a fee for public improvements, as specified. The act also regulates fees for development projects and fees for specific purposes, including water and sewer connection fees, among others. The act, among other things, requires local agencies to comply with various conditions when imposing fees, extractions, or charges as a condition of approval of a proposed development or development project. The act prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except for utility service fees, as provided. This bill would require a local agency to waive fees or charges that are collected by a local agency to fund the construction of public improvements or facilities for residential developments subject to a regulatory agreement with a public entity, as provided, that includes certain income and affordability requirements. (Based on 02/19/2025 text)



**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**AB 920 (Caloza, D) Permit Streamlining Act: housing development projects: centralized application portal.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** The Permit Streamlining Act requires a public agency that is the lead agency for a development project to approve or disapprove that project within specified time periods. Current law requires a city or county that has an internet website to, among other things, make a fee estimate tool that the public can use to calculate an estimate of fees and exactions for a proposed housing development project available on its internet website. This bill would require a city or county with a population of 150,000 or more persons that has an internet website to make a centralized application portal available on its internet website to applicants for housing development projects, as prescribed. The bill would, notwithstanding that provision, authorize a city or county described above to make a centralized application portal available on its internet website no later than January 1, 2030, if the legislative body of the city or county, on or before January 1, 2028, takes certain action, including initiating a procurement process to make a centralized application portal available on its internet website. The bill would require the centralized application portal to allow for tracking of the status of an application. (Based on 04/24/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 961 (Ávila Farías, D) Hazardous materials: California Land Reuse and Revitalization Act of 2004.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

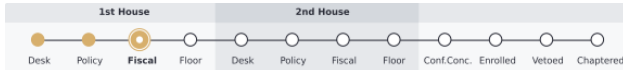
**Summary:** The California Land Reuse and Revitalization Act of 2004 provides, among other things, that an innocent landowner, bona fide purchaser, or contiguous property owner, as defined, qualifies for immunity from liability from certain state statutory and common laws for pollution conditions caused by a release or threatened release of a hazardous material if specified conditions are met, including entering into an agreement for a specified site assessment and response plan. The act prohibits the Department of Toxic Substances Control, the State Water Resources Control Board, and a California regional water quality control board from requiring one of those persons to take a response action under certain state laws, except as specified. Existing law repeals the act on January 1, 2027. Current law provides that a person who qualifies for immunity under the act before January 1, 2027, shall continue to have that immunity on and after January 1, 2027. This bill would extend the repeal date of the act to January 1, 2037, and would provide that a person who qualifies for immunity under the act before January 1, 2037, shall continue to have that immunity on and after January 1, 2037, if the person continues to be in compliance with the requirements of the former act. (Based on 02/20/2025 text)

**Priority:** (5) Track/Watch  
**Subject:** Planning, Land Use, Housing  
**Misc2:** Fast Track Housing Package

**AB 996 (Pellerin, D) Public Resources: California Coastal Act of 1976: California Coastal Planning Fund: sea level rise plans.**

**Current Text:** 04/30/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Re-referred to Com. on APPR.



**Location:** 04/28/2025 - Assembly Appropriations

**Summary:** Would establish the California Coastal Planning Fund in the State Treasury to help local governments adequately plan for the protection of coastal resources and public accessibility to the coastline. The bill would, upon appropriation by the Legislature, make moneys in the fund available to the California Coastal Commission for various state and local costs relating to local coastal program development and sea level rise plans and to administer the fund, as provided. The bill would authorize the commission to expend moneys in the fund to assist specified eligible recipients, including, among others, the San Francisco Bay Conservation and Development Commission, and to take specified action to administer the fund. The bill would authorize the San Francisco Bay Conservation and Development Commission to set appropriate requirements as a condition of funding for moneys provided to it from the fund. (Based on 04/30/2025 text)

**Priority:** (5) Track/Watch  
**Subject:** Planning, Land Use, Housing  
**Misc2:** League of Cities Sponsored

**AB 1026 (Wilson, D) Planning and zoning: electrical corporations: energization.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - Read second time. Ordered to third reading. Re-referred to Com. on APPR. pursuant to Joint Rule 10.5.



**Location:** 05/12/2025 - Assembly Appropriations

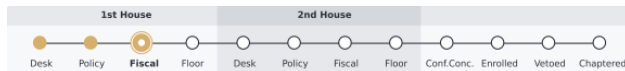
**Summary:** This bill would require an electrical corporation, to compile a list of information needed to approve or deny an application for energization, to post an example of a complete, approved energization application and an example of a complete energization application for a housing development project, and to make those items available by no later than July 1, 2026. The bill would also require an electrical corporation to determine if an application for energization is complete and provide notice or otherwise provide certain information under a specified procedure and timeframe. The bill would require an electrical corporation, upon approval of the application, to immediately transmit that determination to the applicant by electronic mail and, if applicable, by posting the response on its internet website, as specified. (Based on 05/08/2025 text)

**Priority:** (5) Track/Watch  
**Subject:** Planning, Land Use, Housing  
**Misc2:** Fast Track Housing Package

**AB 1050 (Schultz, D) Unlawfully restrictive covenants: housing developments: reciprocal easement agreements.**

**Current Text:** 03/27/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law provides that specified recorded covenants, conditions, restrictions, or private limits on the use of land contained in specified instruments affecting the transfer or sale of any interest in real property are not enforceable against the owner of an affordable housing development, as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided. As part of this process, current law requires the owner to submit to the county recorder a copy of the original restrictive covenant and any documents the owner believes necessary to establish that the property qualifies as an affordable housing development and requires the county counsel to determine, among other things, if the property qualifies as an affordable housing development and if a modification document may be recorded. Current law provides that these provisions do not authorize any development that is not otherwise consistent with local general plans, zoning ordinances, and any applicable specific plan. This bill would extend those provisions to any housing development that is owned or controlled by an entity or individual that has submitted a development project application to redevelop an existing commercial property that includes residential uses permitted by state housing laws or local land use and zoning regulations and would make various conforming changes. (Based on 03/27/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 1061 (Quirk-Silva, D) Housing developments: urban lot splits: historical resources.**

**Current Text:** 03/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Read second time. Ordered to third reading.



**Location:** 05/01/2025 - Assembly THIRD READING

**Summary:** Under the Planning and Zoning Law, the legislative body of a county or city may adopt ordinances that, among other things, regulate the use of buildings, structures, and land, as provided. The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps. Current law requires a local agency to consider ministerially a specified proposed housing development or to ministerially approve a parcel map for an urban lot split if the development or parcel meets specified requirements, including, that the development or parcel is not located within a historic district or property included on the State Historic Resources Inventory or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to city or county ordinance, as specified. Current law authorizes a local agency to impose specified objective standards on the development or parcel created by an urban lot split, but prohibits a local agency from, among other things, requiring setback for an existing structure or structure constructed in the same location and to the same dimensions of an existing structure. With respect to ministerial review of a housing development under the above-described provisions, this bill would, if the other specified requirements are met, instead require a local agency to consider ministerially a proposed housing development or

that is not located on a parcel individually listed as a historical resource included in the State Historical Resources Inventory, as specified, or within a property individually designated or listed as a city or county landmark under a city or county ordinance. The bill would additionally prohibit the development from demolishing more than 25% of the exterior wall area or affecting the character-defining exterior features of a contributing structure, as specified. (Based on 03/28/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**AB 1154 (Carrillo, D) Accessory dwelling units: junior accessory dwelling units.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/07/2025 - Referred to Coms. on HOUSING and L. GOV.



**Location:** 05/07/2025 - Senate Housing

**Summary:** The Planning and Zoning Law, among other things, provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law prohibits a local agency from imposing parking standards for an accessory dwelling unit under certain circumstances, whether or not the local agency has adopted a local ordinance pursuant to the above provisions. Under existing law, those circumstances include, among others, if the accessory dwelling unit is located within 1/2 of one mile walking distance of public transit or there is a car share vehicle located within one block of the accessory dwelling unit. This bill would additionally prohibit a local agency from imposing any parking standards if the accessory dwelling unit is 500 square feet or smaller. This bill contains other related provisions and other existing laws. (Based on 02/20/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**AB 1206 (Harabedian, D) Single-family and multifamily housing units: preapproved plans.**

**Current Text:** 03/27/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 66. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.



**Location:** 05/08/2025 - Senate Rules

**Summary:** Would require each local agency, as defined and by July 1, 2026, to develop a program for the preapproval of single-family and multifamily residential housing plans, whereby the local agency accepts single-family and multifamily plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of a single-family or multifamily residential housing plan, as specified. The bill would require the local agency to post preapproved single-family or multifamily residential housing plans and the contact information of the applicant on the local agency's internet website. The bill would require a local agency to either approve or deny an application for a single-family or multifamily residential housing unit, both as defined, within 30 days if the lot meets certain conditions and the application utilizes either a single-family or multifamily residential housing unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a

plan used in an application for a single-family or multifamily residential housing unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle. The bill would also provide that its provisions do not prevent a local agency from voluntarily accepting or admitting additional plans at higher densities in additional zoning districts into the preapproved housing plan program, at the local agency's discretion. (Based on 03/27/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 1276 (Carrillo, D) Housing developments: ordinances, policies, and standards.**

**Current Text:** 03/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** The Housing Accountability Act, which is part of the Planning and Zoning Law, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project, as defined for purposes of the act, for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based on a preponderance of the evidence in the record. That act states that it shall not be construed to prohibit a local agency from requiring a housing development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need, except as provided. The act further provides that for its purposes, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity. The act requires a housing development project to be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application, as specified, was submitted, except as otherwise provided. The act defines "ordinances, policies, and standards" to include general plan, community plan, specific plan, zoning, design review standards and criteria, subdivision standards and criteria, and any other rules, regulations, requirements, and policies of a local agency, as defined, including those relating to development impact fees, capacity or connection fees or charges, permit or processing fees, and other exactions. This bill would include in the definition of "ordinances, policies, and standards" materials requirements, postentitlement permit standards, and any rules, regulations, determinations, and other requirements adopted or implemented by other public agencies, as defined. (Based on 03/24/2025 text)

**Priority:** (4) Standard

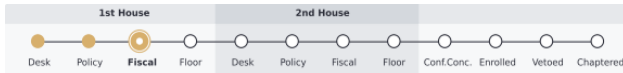
**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**AB 1294 (Haney, D) Planning and zoning: housing development: standardized application form.**

**Current Text:** 04/22/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** The Permit Streamlining Act, among other things, requires each public agency to provide a development project applicant with a list that specifies the information that will be required from any applicant for a development project. The act requires a public agency that has received an application for a development project to determine in writing whether the application is complete within 30 calendar days and to immediately transmit the determination to the applicant of the development project. This bill would require that an application for a housing entitlement, as defined, be deemed complete upon payment of the permit processing fees and upon providing specified information, including, among other things, a description of the proposed housing development project and a list of the approvals requested by the applicant. The bill would require, on or before July 1, 2026, the Department of Housing and Community Development to adopt a standardized application form that applicants for a housing entitlement may use for the purpose of satisfying these requirements and would require, on or after October 1, 2026, a city, county, or city and county to accept an application submitted on the standardized application form. The bill would prohibit the city, county, or city and county from requiring submission of any other forms, beside the standardized application form, except as specified. (Based on 04/22/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

#### **AB 1308 (Hoover, R) Residential building permits: fees: inspections.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 10. Noes 0.) (April 30). Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. Current law authorizes a county's or city's governing body to prescribe fees for permits, certificates, or other forms or documents required or authorized under the State Housing Law. Current law entitles a permittee to reimbursement of the permit fees if the county or city fails to conduct an inspection of the permitted work for which the permit fees have been charged within 60 days of receiving notice of completion of the permitted work. This bill would require a county's or city's building department to prepare a residential building permit fee schedule and post the schedule on the county's or city's internet website, if the county or city prescribes residential building permit fees. (Based on 04/24/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

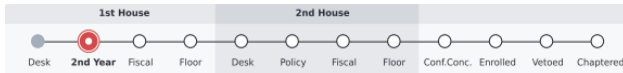
**Misc2:** Fast Track Housing Package

#### **AB 1407 (Wallis, R) Planning and Zoning Law: housing elements: rezoning.**

**Current Text:** 03/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Failed Deadline pursuant to Rule 61(a)(3). (Last location was H. & C.D. on 3/28/2025)(May be acted upon Jan 2026)





**Location:** 05/08/2025 - Assembly 2 YEAR

**Summary:** Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate sites for housing. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. Current law requires rezoning, as specified, when an inventory of sites does not identify adequate sites to accommodate the need for groups of specified household income levels. If the local government fails to adopt a housing element that the Department of Housing and Community Development has found to be in substantial compliance with specified law within 120 days of the statutory deadline for adoption of the housing element, existing law requires the local government to complete this rezoning no later than one year from the statutory deadline for adoption of the housing element. This bill would extend the above-described one-year deadline to one year and 6 months. (Based on 03/28/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

### **SB 9 (Arreguín, D) Accessory Dwelling Units: ordinances.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time and amended. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** The Planning and Zoning Law provides for the creation of an accessory dwelling unit by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards. The law requires a local agency to submit an accessory dwelling unit ordinance to the Department of Housing and Community Development within 60 days after adoption. The law authorizes the department to submit written findings to a local agency as to whether the ordinance complies with the standards. If the department finds that the ordinance does not comply with the standards, the law requires the department to provide a local agency reasonable time, no longer than 30 days, to respond to its findings. If the local agency does not amend its ordinance in response to those findings or does not adopt a resolution with findings explaining the reason the ordinance complies with the standards and addressing the department's findings, the law requires the department to notify the local agency and authorizes the department to notify the Attorney General that the local agency is in violation of state law. This bill would invalidate the ordinance if the local agency fails to submit a copy of the ordinance to the department within 60 days of adoption or fails to respond to the department's findings that the ordinance does not comply with the standards within 30 days, as described above. (Based on 05/08/2025 text)

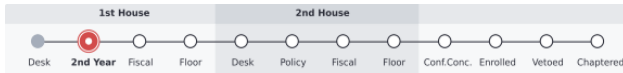
**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

### **SB 73 (Cervantes, D) California Environmental Quality Act: exemptions.**

**Current Text:** 01/15/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 1/29/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Senate 2 YEAR

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is located in a transit priority area and that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. (Based on 01/15/2025 text)

**Priority:** (3) Significant

**Subject:** Planning, Land Use, Housing, Transportation & Infrastructure

**SB 79 (Wiener, D) Local government land: public transit use: housing development: transit-oriented development.**

**Current Text:** 04/23/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines “surplus land” for these purposes to mean land owned in fee simple by any local agency for which the local agency’s governing body takes formal action declaring that the land is surplus and is not necessary for the agency’s use. Current law defines “agency’s use” for these purposes to include land that is being used for agency work or operations, as provided. Current law exempts from this definition of “agency’s use” certain commercial or industrial uses, except that in the case of a local agency that is a district, except a local agency whose primary purpose or mission is to supply the public with a transportation system, “agency’s use” may include commercial or industrial uses or activities, as specified. This bill would additionally include land leased to support public transit operations in the definition of “agency’s use,” as described above. (Based on 04/23/2025 text)

**Position:** Oppose

**Priority:** (2) Priority

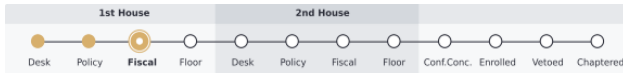
**Subject:** Planning, Land Use, Housing

**SB 92 (Blakespear, D) Housing development: density bonuses.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.





**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Would specify that certain provisions of the Density Bonus Law do not require a city, county, or city and county to approve, grant a concession or incentive requiring approval of, or waive or reduce development standards otherwise applicable to, transient lodging as part of a housing development, except as specified. The bill would also specify that a city, county, or city and county is authorized, but not required, to provide concessions or incentives or waivers or reductions of development standards allowing for an increase in floor area to apply to the nonresidential portion, or specified parking, of a housing development. (Based on 05/05/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**SB 328 (Grayson, D) Hazardous waste generation and handling fees: Department of Toxic Substances Control oversight and postentitlement phase permit responses: housing development, park, or open-space projects and nonprofit entity requests.**

**Current Text:** 04/29/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The hazardous waste control laws require the Department of Toxic Substances Control to regulate the handling and management of hazardous waste and hazardous materials. Part of the Planning and Zoning Law establishes time limits for a local agency, as defined, to complete reviews regarding whether an application for a postentitlement phase permit, as defined, is complete and compliant, and whether to approve or deny an application, as specified, and makes any failure to meet these time limits a disapproval of the housing development project and a violation of specified law. Upon the department receiving a request from a nonprofit entity or for a housing development project, park project, or open-space project seeking oversight of investigation, characterization, and remediation activities, or for a request from a housing development project, nonprofit entity, or park or open-space project for a postentitlement phase permit that a local agency deemed complete that requires a response from the department, this bill would require the department to provide written notice to the requestor within specified timelines regarding subsequent actions in the review process, as specified. The bill would require, for a housing development with 25 units or fewer, nonprofit entity, or park or open-space project, the department to provide the written notice within 30 business days of receiving the request. The bill would require, for a housing development with 26 units or more, the department to provide the written notice within 60 business days of receiving the request. (Based on 04/29/2025 text)

**Priority:** (5) Track/Watch

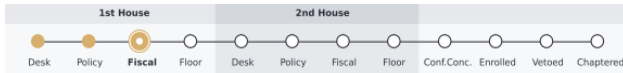
**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**SB 329 (Blakespear, D) Alcohol and drug recovery or treatment facilities: investigations.**

**Current Text:** 03/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/21/2025 - April 21 hearing: Placed on APPR. suspense file.



**Location:** 04/21/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law provides for the licensure and regulation of alcohol or other drug recovery or treatment facilities by the State Department of Health Care Services. Current law prohibits operating an alcohol or other drug recovery or treatment facility to provide recovery, treatment, or detoxification services within this state without first obtaining a current valid license. If a facility is alleged to be providing those services without a license, existing law requires the department to conduct a site visit to investigate the allegation. Current law also authorizes the department to conduct announced or unannounced site visits to licensed facilities for the purpose of reviewing them for compliance, as specified. This bill would require the department to assign a complaint under its jurisdiction regarding an alcohol or other drug recovery or treatment facility to an analyst for investigation within 10 days of receiving the complaint. If the department receives a complaint that does not fall under its jurisdiction, the bill would require the department to notify the complainant, in writing, that it does not investigate that type of complaint. (Based on 03/28/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

#### **SB 346 (Durazo, D) Local agencies: transient occupancy taxes: short-term rental facilitator.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time and amended. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Existing law authorizes a local authority, by ordinance or resolution, to regulate the occupancy of a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of less than 30 days. This bill would authorize a local agency, defined to mean a city, county, or city and county, to enact an ordinance to require a short-term rental facilitator, as defined, to report, in the form and manner prescribed by the local agency, the physical address, including 9-digit ZIP Code, of each short-term rental, as defined, during the reporting period, as well as any additional information necessary to identify the property as may be required by the local agency. The bill would authorize the local agency to impose an administrative fine or penalty for failure to file the report, and would authorize the local agency to initiate an audit of a short-term rental facilitator, as described. The bill would require a short-term rental facilitator, in a jurisdiction that has adopted an ordinance, to include in the listing of a short-term rental any applicable local license number associated with the short-term rental and any transient occupancy tax certification issued by a local agency. The bill would state these provisions do not preempt a local agency from adopting an ordinance that regulates short-term rentals, short-term rental facilitators, or the payment and collection of transient occupancy taxes in a manner that differs from those described in the bill. (Based on 05/08/2025 text)

**Priority:** (4) Standard

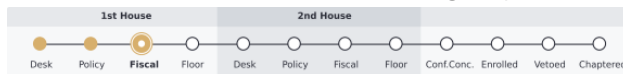
**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

**SB 358 (Becker, D) Mitigation Fee Act: mitigating vehicular traffic impacts.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for that fee, if the housing development satisfies all of certain prescribed characteristics, to reflect a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without the prescribed characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with those characteristics, would not generate fewer automobile trips than a housing development without those characteristics. This bill would require those findings to be supported by substantial evidence in the record before or as part of the housing development project approval process. (Based on 05/01/2025 text)

**Position:** Oppose

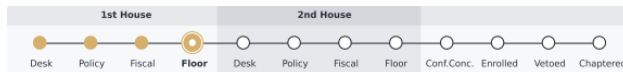
**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**SB 415 (Reyes, D) Planning and zoning: logistics use: truck routes.**

**Current Text:** 04/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - From committee: Be ordered to second reading pursuant to Senate Rule 28.8.



**Location:** 05/12/2025 - Senate SECOND READING

**Summary:** Current law, beginning January 1, 2026, prescribes various statewide warehouse design and build standards for any proposed new or expanded logistics use developments, as specified, including, among other things, standards for building design and location, parking, truck loading bays, landscaping buffers, entry gates, and signage. Current law defines various terms, including “21st century warehouse,” and “tier 1 21st century warehouse,” for purposes of those provisions as logistics uses that, among other things, comply with specified building and energy efficiency standards, including requirements related to the availability of conduits and electrical hookups to power climate control equipment at loading bays, as specified. Current law, subject to specified exceptions, defines “logistics use” for these purposes to mean a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. This bill would clarify that a 21st century warehouse and a tier 1 21st century warehouse are required to comply with those standards as are in effect at the time that the building permit for a development of a 21st century warehouse is issued and make other clarifying changes relating to permissibility of use of conduits and electrical hookups at loading bays at those locations. The bill would revise the definition of “logistics use” for these purposes to instead mean a building that is primarily used as a warehouse for the movement or the storage of cargo, goods, or products that are moved to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. (Based on 04/24/2025 text)

**Priority:** (2) Priority

**Subject:** Planning, Land Use, Housing

**SB 445 (Wiener, D) Transportation: planning: complete streets facilities: sustainable transportation projects.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Read second time. Ordered to third reading.



**Location:** 05/06/2025 - Senate THIRD READING

**Summary:** This bill would instead require the Department of Transportation to develop and adopt the above-described project intake, evaluation, and encroachment review process on or before February 1, 2027. The bill would also state the intent of the Legislature to amend this bill with legislation that accelerates and makes more reliable third-party permits and approvals for preconstruction and construction activities on sustainable transportation projects. (Based on 04/10/2025 text)

**Position:** Oppose

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing, Transportation & Infrastructure

**SB 456 (Ashby, D) Contractors: exemptions: muralists.**

**Current Text:** 04/02/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/22/2025 - Read second time. Ordered to third reading.



**Location:** 04/22/2025 - Senate THIRD READING

**Summary:** Current law makes it a misdemeanor for a person to engage in the business, or act in the capacity, of a contractor without a license, unless exempted. Current law exempts from the Contractors State License Law, among other things, a nonprofit corporation providing assistance to an owner, as specified. This bill would exempt from that law an artist who draws, paints, applies, executes, restores, or conserves a mural, as defined, pursuant to an agreement with a person who could legally authorize the work. (Based on 04/02/2025 text)

**Position:** Support

**Priority:** (4) Standard

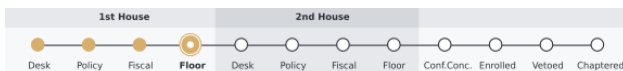
**Subject:** Planning, Land Use, Housing

**Misc2:** League of Cities Sponsored

**SB 489 (Arreguín, D) Local agency formation commissions: written policies and procedures: Permit Streamlining Act: housing development projects.**

**Current Text:** 04/21/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - From committee: Be ordered to second reading pursuant to Senate Rule 28.8.



**Location:** 05/12/2025 - Senate SECOND READING

**Summary:** The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs the procedures for the formation and change of organization of cities and special districts and establishes a local agency formation commission in each county consisting of members appointed as provided. The act expresses the intent of the Legislature that each local agency formation commission, by

January 1, 2002, establish written policies and procedures and exercise its powers in a way that encourages and provides planned, well-ordered, efficient urban development patterns, as specified. The act requires these written policies and procedures to include forms to be used for various submittals to the commission, as provided. The act requires each commission to provide access to notices and other information to the public on an internet website, as specified, including notice of all public hearings and commission meetings. This bill would require that each local agency formation commission establish the written policies and procedures described above. The bill would require that the written policies and procedures include any forms necessary for a complete application to the commission concerning a proposed change of organization or reorganization. (Based on 04/21/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**SB 499 (Stern, D) Residential projects: fees and charges: emergency services.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time and amended. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Existing law, the Mitigation Fee Act, imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. If a local agency imposes any fees or charges on designated residential developments for the construction of public improvements or facilities, existing law imposes various conditions on the fees and charges. Among these conditions, existing law prohibits the local agency from requiring the payment of those fees or charges until the date the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, except as specified. Existing law authorizes a local agency to require the payment of those fees or charges earlier if the local agency determines, among other things, that the fees or charges will be collected for, among other types of public improvements or facilities, public improvements or facilities related to providing fire, public safety, and emergency services to the residential development. This bill would specify that the public improvements or facilities related to providing fire, public safety, and emergency services for which a local agency may require the earlier payment of fees and charges under the above-described provisions include parkland and recreational facilities identified in the local agency's safety element for an emergency purpose, as specified. The bill would authorize a local hazard mitigation plan to be used in lieu of a safety element for this purpose until January 1, 2031. (Based on 05/08/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing, Public Safety

**SB 549 (Allen, D) Second Neighborhood Infill Finance and Transit Improvements Act.**

**Current Text:** 02/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Current law authorizes the infrastructure financing plan to provide for the division of taxes levied on taxable property in the area included within the district, as specified, and authorizes the public financing authority to issue bonds by adopting a resolution containing specified provisions, including a determination of the amount of tax revenue available or estimated to be available for the payment of the principal of, and interest on, the bonds. This bill would revise NIFTI-2 to instead authorize, for resolutions adopted under that act's provisions on or after January 1, 2026, a city, county, or city and county to adopt a resolution, at any time before or after the adoption of the infrastructure financing plan for an enhanced infrastructure financing district, to allocate property tax revenues, and to remove the authorization for adoption of a resolution that allocates revenues derived from local sales and use taxes imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or transactions and use taxes. The bill would also repeal the condition that the boundaries of the enhanced infrastructure financing district are coterminous with the city or county that established the district. (Based on 02/20/2025 text)

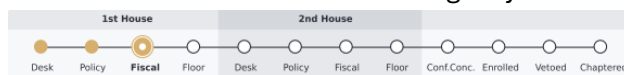
**Priority:** (5) Track/Watch

**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing

**SB 607 (Wiener, D) California Environmental Quality Act: categorical exemptions: infill projects.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law defines “negative declaration” and “mitigated negative declaration” for these purposes. This bill would revise the definition of negative declaration to mean a written statement briefly describing the reasons the lead agency has determined, based upon substantial evidence in the record, that the proposed project will not have a significant effect on the environment, as specified. The bill would require a negative declaration to be prepared for a proposed project if the lead agency determines, based upon substantial evidence, in light of the whole record before the agency, that the project will not have a significant effect on the environment or when an initial study identifies potentially significant effects on the environment but revisions in the project plans would avoid the effects or mitigate the effects, as provided, and the lead agency has determined, based upon substantial evidence, in light of the whole record before the lead agency, that the project, as revised, will not have a significant effect on the environment. The bill would also revise the definition of mitigated negative declaration to mean that revisions would avoid or mitigate the effects on the environment, as determined by the lead agency based upon substantial evidence in the record, as specified, and that the lead agency has determined, based upon substantial evidence in the record, that the project, as revised, will not have a significant effect on the environment, as provided. The bill would require an EIR to be prepared if the lead agency determines, based upon substantial evidence, in light of the whole record before the agency, that it is more likely than not that the project will have a significant effect on the environment. (Based on 05/01/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package



**SB 677 (Wiener, D) Housing development: streamlined approvals.**

**Current Text:** 04/09/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was HOUSING on 4/9/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Senate 2 YEAR

**Summary:** The Planning and Zoning Law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements. This bill would require ministerial approval for proposed housing developments containing no more than 2 residential units on any lot hosting a single-family home or zoned for 4 or fewer residential units, notwithstanding any covenant, condition, or restriction imposed by a common interest development association. (Based on 04/09/2025 text)

**Position:** Oppose

**Priority:** (2) Priority

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

**SB 710 (Blakespear, D) Property taxation: active solar energy systems: extension.**

**Current Text:** 05/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/07/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on REV. & TAX.



**Location:** 03/12/2025 - Senate Revenue and Taxation

**Summary:** The California Constitution generally limits the maximum rate of ad valorem tax on real property to 1% of the full cash value of the property and defines “full cash value” for these purposes as the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. Pursuant to constitutional authorization, current property tax law excludes from the definition of “newly constructed” for these purposes the construction or addition of any active solar energy system, as defined, through the 2025–26 fiscal year. Under existing property tax law, this exclusion remains in effect only until there is a subsequent change in ownership, but an active solar energy system that qualifies for the exclusion before January 1, 2027, continues to receive the exclusion until there is a subsequent change in ownership. Current law repeals these exclusion provisions on January 1, 2027. This bill would, beginning with lien dates occurring on or after January 1, 2027, extend the exclusion indefinitely, and would limit the exclusion to qualified active solar energy systems, as defined. The bill would also remove the repeal of the existing active solar energy system exclusion. (Based on 05/07/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing

**SB 786 (Arreguin, D) Planning and zoning: general plan: judicial challenges.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and of certain land outside its boundaries, and requires the general plan to contain specified mandatory elements. Current law specifies that these provisions generally do not apply to a charter city, but requires a charter city to adopt a general plan that contains the mandatory elements, among other things. Current law prescribes a process to challenge the validity of a general plan. Among other things, existing law requires a petitioner to request a hearing or trial, as specified. Current law requires a court to set a date for the hearing or trial to be heard no later than 120 days after the filing of the request, as specified. Current law authorizes a court to continue for a reasonable time the date of the hearing or trial upon written motion and finding of good cause. Current law requires a court to grant the petitioner temporary relief if the court grants a continuance to a respondent, as specified. This bill would apply to the above-described process to challenge the validity of a general plan to a charter city and state that this is declaratory of existing law. The bill would limit the period for which a court may continue a trial or hearing, as described above, to no more than 60 days and would additionally authorize a court to grant a continuance on the court's own motion. (Based on 05/01/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing

**Misc2:** Fast Track Housing Package

#### **SB 789 (Menjivar, D) Taxation: information returns: vacant commercial real property.**

**Current Text:** 04/30/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current statutory law, the Documentary Transfer Tax Act, authorizes the imposition of a tax by a county or city, as provided, with respect to specified instruments that transfer specified interests in real property. Current law establishes the California Department of Tax and Fee Administration for the purpose of administering various taxes. This bill would require a person, as defined, that owns commercial property, as defined, in this state to register with the department, as provided. The bill would require every person owning commercial real property in this state to file an information return each year by a date determined by the department, as provided. The bill would require the information return to include specified information, including, among other requirements, whether any buildings or portions of buildings were vacant in the previous calendar year. The bill would authorize extensions of the time for a person to file an information return under specified circumstances, including for good cause. The bill would impose on any person who fails or refuses to timely furnish a return required by its provisions a penalty of \$100 per commercial property that the person fails or refuses to timely furnish the information return. The bill would authorize the Director of Finance to make a loan from the General Fund to the department to implement those provisions, and would require any loan to be repaid from revenues from penalties imposed. (Based on 04/30/2025 text)

**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement, Planning, Land Use, Housing



**AB 15 (Gipson, D) Open unsolved murder: review and reinvestigation.**

**Current Text:** 02/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law defines murder as the unlawful killing of a human being, or a fetus, with malice aforethought. This bill would require a law enforcement agency to review the casefile regarding an open unsolved murder upon written application by certain persons to determine if a reinvestigation would result in probative investigative leads, as specified. The bill would define an open unsolved murder as a murder committed after January 1, 1990, but no less than one year prior to the date of the application for case review, that was investigated by a law enforcement agency, for which all probative investigative leads have been exhausted and for which no suspect has been identified. If the review determines that a reinvestigation would result in probative investigative leads, this bill would require a reinvestigation, as specified. The bill would prohibit a reinvestigation from being conducted by a person who previously investigated the homicide at issue, as specified, and would allow only one reinvestigation from being undertaken at any one time with respect to the same victim. (Based on 02/24/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Public Safety

**AB 38 (Lackey, R) Crimes: serious and violent felonies.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 2/3/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law classifies certain criminal offenses as a “violent felony” for the purposes of various provisions of the Penal Code, including sentencing enhancements for prior convictions, as well as numerous other provisions. Current law includes among the list of violent felonies rape accomplished against a person’s will by means of force, violence, duress, menace, or fear, or rape accomplished against the victim’s will by threat of violent retaliation, but does not include rape of a person unable to give consent due to disability, rape under false pretenses, or rape accomplished by threat of incarceration, arrest, or deportation. This bill would also include specified crimes involving the rape or sexual assault of a minor who has a developmental disability in the list of violent felonies. (Based on 12/02/2024 text)

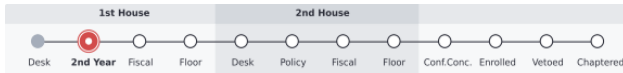
**Priority:** (5) Track/Watch

**Subject:** Public Safety

**AB 63 (Rodriguez, Michelle, D) Loitering with intent to commit prostitution.**

**Current Text:** 03/27/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/24/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law, until January 1, 2023, prohibited loitering in a public place with the intent to commit prostitution, as defined, and made that crime a misdemeanor. This bill would reinstate those provisions and would prohibit law enforcement, as defined, from making an arrest pursuant to these provisions solely based on the individual's gender identity or sexual orientation. The bill would also require law enforcement, prior to making an arrest of the individual pursuant to these provisions, to document their attempts to offer the individual services. (Based on 03/27/2025 text)

**Position:** Support

**Priority:** (2) Priority

**Subject:** Public Safety

### **AB 71 (Lackey, R) Ignition interlock devices.**

**Current Text:** 03/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law, commencing January 1, 2019, made various changes to the law governing ignition interlock devices (IID), including, among other things, requiring a person who has been convicted of driving a motor vehicle under the influence of an alcoholic beverage, as specified, to install for a specified period of time as ordered by the court, an IID on the vehicle they operate, provided however that installation of an IID is discretionary for a first offender, as specified; authorizing a person convicted of driving a motor vehicle under the influence, if all other requirements are satisfied, including the installation of an IID, to apply for a restricted driver's license without completing a period of license suspension or revocation; and requiring ignition interlock device manufacturers to be in compliance with specified provisions relating to payment for the costs of an ignition interlock device. Current law makes these changes operative until January 1, 2026. On January 1, 2026, current law, as it relates to these provisions, is generally reinstated to read as it read prior to January 1, 2019. Current law makes it a crime to violate certain provisions relating to IIDs and motor vehicles equipped with IIDs. This bill would extend the operation of these provisions until January 1, 2033, and would instead reinstate the law to how it read prior to January 1, 2019, on January 1, 2033. (Based on 03/05/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Public Safety

### **AB 237 (Patel, D) Crimes: threats.**

**Current Text:** 03/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law makes it a crime to willfully threaten to commit a crime that will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat that, on its face and under the circumstances in which it is made, is so unequivocal,

unconditional, immediate, and specific as to convey to the person threatened a gravity of purpose and an immediate prospect of execution of the threat, and thereby reasonably causes the threatened person to be in sustained fear for their own safety or the safety of their immediate family, as defined. Under current law, this crime is punishable by imprisonment in a county jail for no more than one year for a misdemeanor, or by imprisonment in state prison for a felony. This bill would make it a crime for a person to willfully threaten, by any means, including, but not limited to, an image or threat posted or published on an internet web page, to commit a crime at specified locations, including a daycare and workplace, with specific intent that the statement is be taken as a threat, even if there is no intent of actually carrying it out, if the threat, on its face and under the circumstances in which it is made is so unequivocal, unconditional, immediate, and specific as to convey to the person or persons threatened a gravity of purpose and an immediate prospect of execution of the threat, and if the threat causes a person or person to reasonably be in sustained fear for their own safety or the safety of others at the specified locations. (Based on 03/05/2025 text)

**Position:** Support

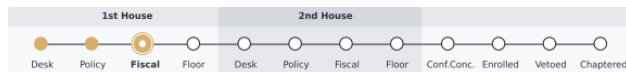
**Priority:** (4) Standard

**Subject:** Public Safety

#### **AB 262 (Caloza, D) California Individual Assistance Act.**

**Current Text:** 04/03/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/30/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The California Disaster Assistance Act requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act. This bill would require the director, in administering that act, to prioritize local agencies that are not eligible for federal funding, pursuant to specified federal regulation, due to the agency's inability to meet minimum damage thresholds. This bill would also enact the California Individual Assistance Act to establish a grant program to provide financial assistance to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. (Based on 04/03/2025 text)

**Priority:** (6) Info only

**Subject:** Municipal Funding and Procurement, Public Safety

**Misc2:** League of Cities Sponsored

#### **AB 271 (Hoover, R) Crimes: looting.**

**Current Text:** 01/21/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was PUB. S. on 3/28/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Assembly 2 YEAR

**Summary:** Current law defines the crime of burglary, which consists of entering specified buildings, places, or vehicles with the intent to commit grand or petty theft or a felony. Current law defines burglary of the first degree as any burglary of an inhabited building and makes burglary of the first degree punishable by imprisonment in the state prison for 2, 4, or 6 years. Current law defines all other burglary as burglary of the 2nd degree and makes it punishable by imprisonment in the county jail for one year or as a felony. Current law makes the theft of money, labor, or property petty theft punishable as a misdemeanor, whenever the value of the property taken does not exceed \$950. Under current law, if the value of the property taken exceeds \$950, the theft is grand theft, punishable as a misdemeanor or a felony. Current law defines any 2nd-degree burglary or grand theft, during and within an affected county in a state of emergency or local emergency, as specified, as looting, punishable by either imprisonment in a county jail for one year or as a felony. Current law makes petty theft committed during and within an affected county in a state of emergency or local emergency a misdemeanor and requires a minimum jail term of 90 days. Current law prohibits credibly impersonating a peace officer, firefighter, or employee of a state or local government agency, or a search and rescue team, as specified. This bill would make looting by the means of a 2nd-degree burglary or grand theft punishable instead as a felony. The bill would define a petty theft committed during and within an affected county in a state of emergency or local emergency as looting and make it punishable by imprisonment in the county jail for one year or as a felony. The bill would require any person who in the course of committing or attempting to commit the crime of looting impersonated a peace officer, firefighter, or employee of a state or local government agency, or a search and rescue team, subject to a penalty enhancement. (Based on 01/21/2025 text)

**Position:** Support

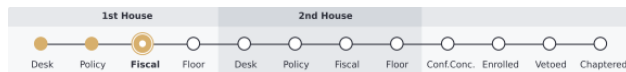
**Priority:** (4) Standard

**Subject:** Public Safety

#### **AB 339 (Ortega, D) Local public employee organizations: notice requirements.**

**Current Text:** 01/28/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The Meyers-Milias-Brown Act contains various provisions that govern collective bargaining of local represented employees and delegates jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the statutory duties and rights of local public agency employers and employees. Current law requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Current law requires the governing body of a public agency, and boards and commissions designated by law or by the governing body, to give reasonable written notice, except in cases of emergency, as specified, to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions. This bill would require the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, to give the recognized employee organization no less than 120 days' written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization. The bill would require the notice to include specified information, including the anticipated duration of the contract. (Based on 01/28/2025 text)

**Position:** Oppose

**Priority:** (3) Significant

**Subject:** Human Resources, Public Safety

**AB 400 (Pacheco, D) Law enforcement: police canines.**

**Current Text:** 02/04/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 04/09/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law requires law enforcement agencies to maintain a policy on the use of force, as specified. Current law establishes the Commission on Peace Officer Standards and Training (POST) and charges it with, among other duties, developing uniform, minimum guidelines for adoption and promulgation by law enforcement agencies for use of force. This bill would require, on or before January 1, 2027, every law enforcement agency, as defined, with a canine unit to maintain a policy for the use of canines by the agency that, at a minimum, complies with the most recent standards established by POST. (Based on 02/04/2025 text)

**Position:** Support

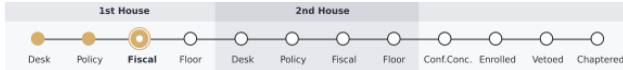
**Priority:** (4) Standard

**Subject:** Public Safety

**AB 476 (González, Mark, D) Metal theft.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** Current law governs the business of buying, selling, and dealing in secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, also known as “junk.” Current law requires junk dealers and recyclers to keep a written record of all sales and purchases made in the course of their business, including the place and date of each sale or purchase of junk and a description of the item or items, as specified. Current law requires the written record to include a statement indicating either that the seller of the junk is the owner of it, or the name of the person they obtained the junk from, as shown on a signed transfer document. Current law prohibits a junk dealer or recycler from providing payment for nonferrous materials until the junk dealer or recycler obtains a copy of a valid driver’s license of the seller or other specified identification. Current law requires a junk dealer or recycler to preserve the written record for at least 2 years. This bill would require junk dealers and recyclers to include additional information in the written record, including the time and amount paid for each sale or purchase of junk made, and the name of the employee handling the transaction. The bill would revise the type of information required to be included in the description of the item or items of junk purchased or sold, as specified. (Based on 05/01/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Public Safety, Transportation & Infrastructure

**Misc2:** League of Cities Sponsored

### **AB 992 (Irwin, D) Peace officers.**

**Current Text:** 04/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time. Ordered to Consent Calendar.



**Location:** 05/07/2025 - Assembly CONSENT CALENDAR

**Summary:** Current law requires the Chancellor of the California Community Colleges, in consultation with specified entities, to develop a modern policing degree program and to prepare and submit a report to the Legislature outlining a plan to implement the program. Current law establishes the Commission on Peace Officer Standards and Training within the Department of Justice and requires the commission to approve and adopt the education criteria for peace officers, based on the recommendations in the report. This bill would repeal the requirement for the commission to approve and adopt the criteria described above. (Based on 04/28/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Public Safety

### **AB 1263 (Gipson, D) Firearms: ghost guns.**

**Current Text:** 03/24/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/30/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Current law makes it a crime for a person to manufacture or cause to be manufactured specified firearms. Current law prohibits a person, other than a state-licensed firearms manufacturer, from using a computer numerical control (CNC) milling machine or three-dimensional printer to manufacture a firearm. This bill would prohibit a person from knowingly or willfully causing another person to engage in the unlawful manufacture of firearms or knowingly or willfully aiding, abetting, prompting, or facilitating the unlawful manufacture of firearms, including the manufacture of assault weapons or .50 BMG rifles or the manufacture of any firearm using a three-dimensional printer or CNC milling machine, as specified. (Based on 03/24/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Public Safety

### **AB 1284 (Committee on Emergency Management, ) Emergency services: catastrophic plans: recovery frameworks.**

**Current Text:** 02/21/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/30/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** Would require the Office of Emergency Services (OES) to develop state recovery frameworks for California's catastrophic plans, as provided. The bill would also require the governing body of a political subdivision, as defined, to develop regional recovery frameworks for California's catastrophic plans and would require OES to provide technical assistance in this regard. This bill would require OES and the governing bodies of political subdivisions, in developing recovery frameworks, to incorporate lessons learned from recent major disasters. The bill would require the recovery



frameworks to be consistent with guidance from the Federal Emergency Management Agency and to address, at a minimum, specified recovery support functions, including economic recovery, health and social services, and infrastructure systems. The bill would require OES to use, to the greatest extent possible, federal preparedness grant funding to offset the state, local, and tribal government costs associated with developing recovery frameworks. The bill would require the state and regional recovery frameworks to be completed by January 15, 2027. By imposing new duties on local agencies, this bill would impose a state-mandated local program. (Based on 02/21/2025 text)

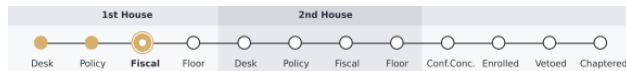
**Priority:** (6) Info only

**Subject:** Public Safety

**SB 6 (Ashby, D) Controlled substances: xylazine.**

**Current Text:** 12/02/2024 - Introduced [HTML](#) [PDF](#)

**Status:** 04/07/2025 - April 7 hearing: Placed on APPR. suspense file.



**Location:** 04/07/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Uniform Controlled Substances Act categorizes controlled substances into 5 schedules and places the greatest restrictions on those substances contained in Schedule I. Under existing law, the substances in Schedule I are deemed to have a high potential for abuse and no accepted medical use while substances in Schedules II through V are substances that have an accepted medical use, but have the potential for abuse. Current law restricts the prescription, furnishing, possession, sale, and use of controlled substances, and makes a violation of those laws a crime, except as specified. Current law defines drug paraphernalia and prohibits, among other things, the manufacture, sale, and possession, as specified, of drug paraphernalia. Current law excludes from these prohibitions any testing equipment that is designed, marketed, used, or intended to be used to analyze a substance for the presence of fentanyl, ketamine, gamma hydroxybutyric acid, or any analog of fentanyl. This bill would add xylazine to the list of Schedule III substances, as specified. If an animal drug containing xylazine that has been approved under the federal Food, Drug and Cosmetic Act is not available for sale in California, the bill would create an exception for a substance that is intended to be used to compound an animal drug, as specified. The bill would exclude from the prohibitions on paraphernalia any testing equipment to analyze a substance for the presence of xylazine. (Based on 12/02/2024 text)

**Position:** Support

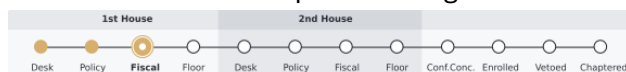
**Priority:** (5) Track/Watch

**Subject:** Public Safety

**SB 19 (Rubio, D) Threats: schools and places of worship.**

**Current Text:** 03/13/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/07/2025 - April 7 hearing: Placed on APPR. suspense file.



**Location:** 04/07/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Would make a person who willfully threatens to commit a crime which will result in death or great bodily injury to any person who may be on the grounds of a school or place of worship, with specific intent and under certain circumstances, and if the threat causes a person or persons reasonably to be in sustained fear for their own safety or the safety of another person, guilty of a

misdemeanor or felony punishable by imprisonment in a county jail for a specified term, except that if the person is under 18 years of age, the bill would make the person guilty of a misdemeanor. By creating a new crime, this bill would impose a state-mandated local program. (Based on 03/13/2025 text)

**Position:** Support

**Priority:** (2) Priority

**Subject:** Public Safety

**SB 48 (Gonzalez, D) Immigration enforcement: schoolsites: prohibitions on access and sharing information.**

**Current Text:** 04/23/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Would prohibit school districts, county offices of education, or charter schools and their personnel, to the extent possible, from granting permission to an immigration authority to access the nonpublic areas of a schoolsite, producing a pupil for questioning by an immigration authority at a schoolsite, or consenting to a search of any kind of the nonpublic areas of a schoolsite by an immigration authority, unless the immigration authority presents a valid judicial warrant or court order. The bill would require a local educational agency and its personnel, when presented with a valid judicial warrant or court order to carry out the above-described actions, to (1) request valid identification and a written statement of purpose from the immigration authority and retain copies of those documents and (2), as early as possible, notify the designated local educational agency administrator of the request and advise the immigration authority that the local educational agency administrator is required to provide direction before access to the nonpublic areas of a schoolsite or pupil may be granted. The bill would require a local educational agency and its personnel, if an immigration authority does not present a valid judicial warrant or court order, to (1), as early as possible, notify the designated local educational agency administrator of the request, (2) deny the immigration authority access to the nonpublic areas of the schoolsite, and (3) make a reasonable effort to have the denial witnessed and documented. The bill would also prohibit a local educational agency and its personnel from disclosing or providing, in writing, verbally, or in any other manner, the education records of or any information about a pupil, pupil's family and household, school employee, or teacher to an immigration authority without a valid judicial warrant or court order directing the local educational agency or its personnel to do so. The bill would also require the Attorney General to publish model policies to assist K–12 schools in responding to immigration issues pursuant to the above-described requirements. (Based on 04/23/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Public Safety

**SB 277 (Weber Pierson, D) Criminal procedure: search of persons.**

**Current Text:** 03/26/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/21/2025 - April 21 hearing: Placed on APPR. suspense file.



**Location:** 04/21/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current provisions of the United States and California Constitutions ensure the right of the people to be secure in their persons, houses, papers, and effects against warrantless seizures and



searches. Case law establishes exceptions to this right, including allowing a peace officer to conduct a limited search of a person for firearms or weapons if the peace officer reasonably concludes that the person detained may be armed and presently dangerous to the peace officer or others, or if the person consents to a search. This bill would authorize a peace officer to request consent to search an individual, their property, or their effects only if the officer is investigating a crime and has reasonable suspicion that the individual to be searched has an item in their possession that is evidence of criminal activity. The bill would require the officer to follow a specified procedure in a specified order, including advising the individual that their consent is voluntary, explaining to the individual the scope of the search, and recording the individual's consent. The bill would prohibit an officer from exceeding the scope of the search explained to the individual and would require the officer to discontinue the search if the individual withdraws their consent. (Based on 03/26/2025 text)

**Position:** Oppose

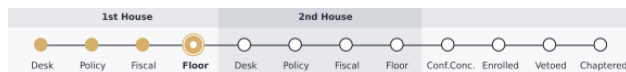
**Priority:** (2) Priority

**Subject:** Public Safety

### **SB 385 (Seyarto, R) Peace officers.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/22/2025 - Read second time. Ordered to third reading.



**Location:** 04/22/2025 - Senate THIRD READING

**Summary:** Current law required the Chancellor of the California Community Colleges, on or before June 1, 2023, in consultation with specified entities, to develop a modern policing degree program and to prepare and submit a report to the Legislature outlining a plan to implement the program. Current law establishes the Commission on Peace Officer Standards and Training within the Department of Justice and requires the commission, within 2 years of the submission of the report, to approve and adopt the education criteria for peace officers, based on the recommendations in the report. This bill would repeal the requirement for the commission to approve and adopt the criteria described above. (Based on 04/10/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Public Safety

### **SB 499 (Stern, D) Residential projects: fees and charges: emergency services.**

**Current Text:** 05/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time and amended. Ordered to third reading.



**Location:** 05/08/2025 - Senate THIRD READING

**Summary:** Existing law, the Mitigation Fee Act, imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. If a local agency imposes any fees or charges on designated residential developments for the construction of public improvements or facilities, existing law imposes various conditions on the fees and charges. Among these conditions, existing law prohibits the local agency from requiring the payment of those fees or charges until the date the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first, except as specified. Existing

law authorizes a local agency to require the payment of those fees or charges earlier if the local agency determines, among other things, that the fees or charges will be collected for, among other types of public improvements or facilities, public improvements or facilities related to providing fire, public safety, and emergency services to the residential development. This bill would specify that the public improvements or facilities related to providing fire, public safety, and emergency services for which a local agency may require the earlier payment of fees and charges under the above-described provisions include parkland and recreational facilities identified in the local agency's safety element for an emergency purpose, as specified. The bill would authorize a local hazard mitigation plan to be used in lieu of a safety element for this purpose until January 1, 2031. (Based on 05/08/2025 text)

**Priority:** (4) Standard

**Subject:** Planning, Land Use, Housing, Public Safety

**SB 569 (Blakespear, D) Department of Transportation: homeless encampments.**

**Current Text:** 04/21/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

**Position:** Support

**Priority:** (4) Standard

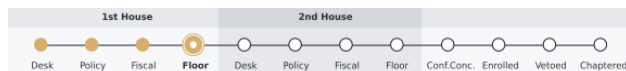
**Subject:** Public Safety, Transportation & Infrastructure

**Misc2:** League of Cities Sponsored

**SB 634 (Pérez, D) Local government: homelessness.**

**Current Text:** 04/28/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/30/2025 - Read second time. Ordered to third reading.



**Location:** 04/30/2025 - Senate THIRD READING

**Summary:** The California Constitution authorizes a county or city to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. This bill would prohibit a local jurisdiction from adopting a local ordinance, or enforcing an existing ordinance, that prohibits a person or organization from providing support services, as specified, to a person who is homeless or assisting a person who is homeless with any act related to basic survival. The bill would define various terms for these purposes. (Based on 04/28/2025 text)

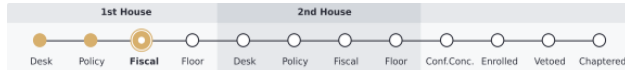
**Priority:** (5) Track/Watch

**Subject:** Governance, Human Services, Recreation, Quality of Life, Public Safety

**SB 720 (Ashby, D) Automated traffic enforcement system programs.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Current law authorizes the limit line, intersection, or other places where a driver is required to stop to be equipped with an automated traffic enforcement system if the governmental agency utilizing the system meets certain requirements, including identifying the system with signs and ensuring that the system meets specified criteria on minimum yellow light change intervals. Current law authorizes, until January 1, 2032, the Cities of Los Angeles, San Jose, Oakland, Glendale, and Long Beach, and the City and County of San Francisco to establish a speed safety system pilot program for speed enforcement that utilizes a speed safety system in specified areas, if the system meets specified requirements. Existing law prescribes specified requirements for a notice of violation issued pursuant to these provisions, and requires a violation of a speed law that is recorded by a speed safety system to be subject only to a specified civil penalty. This bill would additionally authorize a city, county, or city and county to establish an automated traffic enforcement system program to use those systems to detect a violation of a traffic control signal, if the system meets specified requirements. The bill would require a violation of a traffic control signal that is recorded by an automated traffic enforcement system to be subject only to a \$100 civil penalty, as specified. (Based on 05/01/2025 text)

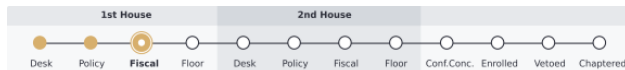
**Priority:** (5) Track/Watch

**Subject:** Public Safety

**SB 759 (Archuleta, D) Crimes: supervised release.**

**Current Text:** 02/21/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law requires the Department of Corrections and Rehabilitation to provide specified information to local law enforcement agencies regarding an inmate released by the department to the agency's jurisdiction on parole or postrelease community supervision, including a record of the offense for which the inmate was convicted that resulted in parole or postrelease community supervision. This bill would require the department to also provide the local law enforcement agency with copies of the record of supervision during any prior period of parole. (Based on 02/21/2025 text)

**Priority:** (4) Standard

**Subject:** Public Safety

## RISK MANAGEMENT

**AB 614 (Lee, D) Claims against public entities.**

**Current Text:** 03/27/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/07/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



**Location:** 05/07/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The Government Claims Act establishes the liability and immunity of a public entity for its acts or omissions that cause harm to persons and requires that a claim against a public entity relating to a cause of action for death or for injury to person, personal property, or growing crops be presented not later than 6 months after accrual of the cause of action. Under current law, claims relating to any other cause of action are required to be presented no later than one year after the accrual of the cause of action. This bill would remove the provisions requiring a claim against a public entity relating to a cause of action for death or for injury to person, personal property, or growing crops to be presented not later than 6 months after accrual of the cause of action and would instead require a claim relating to any cause of action to be presented not later than one year after accrual of the cause of action, unless otherwise specified by law. (Based on 03/27/2025 text)

**Position:** Oppose

**Priority:** (4) Standard

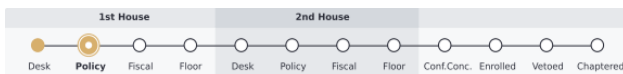
**Subject:** Risk Management

## STATE BUDGET ACT

### **AB 227 (Gabriel, D) Budget Act of 2025.**

**Current Text:** 01/10/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 02/03/2025 - Referred to Com. on BUDGET.



**Location:** 02/03/2025 - Assembly Budget

**Summary:** Would make appropriations for the support of state government for the 2025–26 fiscal year. This bill contains other related provisions. (Based on 01/10/2025 text)

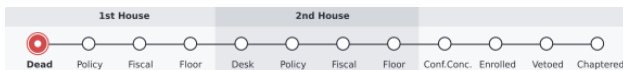
**Priority:** (6) Info only

**Subject:** State Budget Act

### **ABX1 5 (Gabriel, D) Budget Act of 2024.**

**Current Text:** 01/20/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 02/03/2025 - Died on inactive file.



**Location:** 02/03/2025 - Assembly DEAD

**Summary:** Would amend the Budget Act of 2024 by amending and adding appropriations and making other changes. This bill contains other related provisions. (Based on 01/20/2025 text)

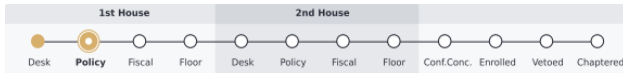
**Priority:** (5) Track/Watch

**Subject:** State Budget Act

### **SB 65 (Wiener, D) Budget Act of 2025.**

**Current Text:** 01/10/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 01/13/2025 - Read first time.



**Location:** 01/10/2025 - Senate Budget and Fiscal Review

**Summary:** Would make appropriations for the support of state government for the 2025–26 fiscal year. (Based on 01/10/2025 text)

**Priority:** (5) Track/Watch

**Subject:** State Budget Act

### **SBX1 3 (Wiener, D) Budget Act of 2024.**

**Current Text:** 01/23/2025 - Enrollment [HTML](#) [PDF](#)

**Status:** 01/23/2025 - Chaptered by Secretary of State - Chapter 2, Statutes of 2025



**Location:** 01/23/2025 - Senate CHAPTERED

**Summary:** Would amend the Budget Act of 2024 by amending and adding appropriations and making other changes. This bill contains other related provisions. (Based on 01/23/2025 text)

**Priority:** (5) Track/Watch

**Subject:** State Budget Act

## **TRANSPORTATION & INFRASTRUCTURE**

### **AB 476 (González, Mark, D) Metal theft.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - Re-referred to Com. on APPR.



**Location:** 04/30/2025 - Assembly Appropriations

**Summary:** Current law governs the business of buying, selling, and dealing in secondhand and used machinery and all ferrous and nonferrous scrap metals and alloys, also known as “junk.” Current law requires junk dealers and recyclers to keep a written record of all sales and purchases made in the course of their business, including the place and date of each sale or purchase of junk and a description of the item or items, as specified. Current law requires the written record to include a statement indicating either that the seller of the junk is the owner of it, or the name of the person they obtained the junk from, as shown on a signed transfer document. Current law prohibits a junk dealer or recycler from providing payment for nonferrous materials until the junk dealer or recycler obtains a copy of a valid driver’s license of the seller or other specified identification. Current law requires a junk dealer or recycler to preserve the written record for at least 2 years. This bill would require junk dealers and recyclers to include additional information in the written record, including the time and amount paid for each sale or purchase of junk made, and the name of the employee handling the transaction. The bill would revise the type of information required to be included in the description of the item or items of junk purchased or sold, as specified. (Based on 05/01/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Public Safety, Transportation & Infrastructure

## Misc2: League of Cities Sponsored

### **AB 978 (Hoover, R) Department of Transportation and local agencies: streets and highways: recycled materials.**

**Current Text:** 04/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read third time. Passed. Ordered to the Senate. (Ayes 69. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



**Location:** 05/08/2025 - Senate Rules

**Summary:** Current law requires a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways, except as provided. Current law requires, until January 1, 2027, those standard specifications to allow recycled materials at or above the level allowed in the department's standard specifications that went into effect on October 22, 2018, for specified materials. This bill would indefinitely require a local government's standard specifications to allow recycled materials at a level no less than the level allowed in the department's specifications for those specified materials. If a local agency's standard specifications do not allow for the use of recycled materials at a level that is equal to or greater than the level allowed in the department's standard specifications on the basis that the use of those recycled materials at those levels is not feasible, the bill would require the local agency to provide the reason for that determination upon request. By increasing the duties of local agencies, the bill would impose a state-mandated local program. (Based on 04/01/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Transportation & Infrastructure

### **SB 71 (Wiener, D) California Environmental Quality Act: exemptions: transit projects.**

**Current Text:** 03/25/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/28/2025 - April 28 hearing: Placed on APPR. suspense file.



**Location:** 04/28/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements active transportation plans, pedestrian plans, or bicycle transportation plans for the restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and the related signage for bicycles, pedestrians, and vehicles. This bill would extend the operation of the above-mentioned exemption indefinitely. The bill would also exempt a transit comprehensive operational analysis, as defined, a transit route readjustment, or other transit agency route addition, elimination, or modification, from the requirements of CEQA. Because a lead agency would be required to determine whether a plan qualifies for this exemption, the bill would impose a state-mandated local program. (Based on 03/25/2025 text)

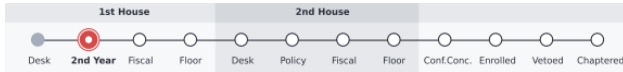
**Priority:** (3) Significant

**Subject:** Transportation & Infrastructure

### **SB 73 (Cervantes, D) California Environmental Quality Act: exemptions.**

**Current Text:** 01/15/2025 - Introduced [HTML](#) [PDF](#)

**Status:** 05/01/2025 - Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 1/29/2025)(May be acted upon Jan 2026)



**Location:** 05/01/2025 - Senate 2 YEAR

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is located in a transit priority area and that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. (Based on 01/15/2025 text)

**Priority:** (3) Significant

**Subject:** Planning, Land Use, Housing, Transportation & Infrastructure

#### **SB 74 (Seyarto, R) Office of Land Use and Climate Innovation: Infrastructure Gap-Fund Program.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/21/2025 - April 21 hearing: Placed on APPR. suspense file.



**Location:** 04/21/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law establishes the Office of Land Use and Climate Innovation in the Governor's office for the purpose of serving the Governor and the Governor's cabinet as staff for long-range planning and research and constituting the comprehensive state planning agency. Current law authorizes a local agency to finance infrastructure projects through various means, including by authorizing a city or county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the office, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to local agencies for the development and construction of infrastructure projects, as defined, facing unforeseen costs after starting construction. The bill would authorize the office to provide funding for up to 20% of a project's additional projected cost, as defined, after the project has started construction, subject to specified conditions, including, among other things, that the local agency has allocated existing local tax revenue for at least 45% of the initially budgeted total cost of the infrastructure project. When applying to the program, the bill would require the local agency to demonstrate challenges with completing the project on time and on budget and how the infrastructure project helps meet state and local goals, as specified. (Based on 04/07/2025 text)

**Position:** Support

**Priority:** (3) Significant



**Subject:** Transportation & Infrastructure

**Misc2:** League of Cities Sponsored

**SB 445 (Wiener, D) Transportation: planning: complete streets facilities: sustainable transportation projects.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Read second time. Ordered to third reading.



**Location:** 05/06/2025 - Senate THIRD READING

**Summary:** This bill would instead require the Department of Transportation to develop and adopt the above-described project intake, evaluation, and encroachment review process on or before February 1, 2027. The bill would also state the intent of the Legislature to amend this bill with legislation that accelerates and makes more reliable third-party permits and approvals for preconstruction and construction activities on sustainable transportation projects. (Based on 04/10/2025 text)

**Position:** Oppose

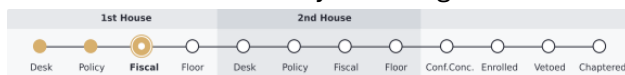
**Priority:** (5) Track/Watch

**Subject:** Planning, Land Use, Housing, Transportation & Infrastructure

**SB 496 (Hurtado, D) Advanced Clean Fleets Regulation: appeals advisory committee: exemptions.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. (Based on 04/07/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Transportation & Infrastructure, Trash, Recycling, Water, Resources

**Misc2:** League of Cities Sponsored

**SB 569 (Blakespear, D) Department of Transportation: homeless encampments.**

**Current Text:** 04/21/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law authorizes the Department of Transportation to establish maintenance programs related to highway cleanup, as specified. This bill would require the department to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies with regard to addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction. The bill would authorize the department to grant a single general entry permit for the duration of a delegated maintenance agreement to conduct activities authorized by the bill. The bill would require the department to submit an annual report to the Legislature summarizing specified information and recommendations regarding homeless encampments. (Based on 04/21/2025 text)

**Position:** Support

**Priority:** (4) Standard

**Subject:** Public Safety, Transportation & Infrastructure

**Misc2:** League of Cities Sponsored

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## TRASH, RECYCLING, WATER, RESOURCES

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**AB 436 (Ransom, D) Composting facilities: zoning.**

**Current Text:** 03/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/23/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The California Integrated Waste Management Act of 1989 establishes the Department of Resources Recycling and Recovery to administer an integrated waste management program. Current law establishes a goal that statewide landfill disposal of organic waste be reduced from the 2014 level by 75% by 2025. This bill, on or before June 1, 2027, would require the Office of Land Use and Climate Innovation, in consultation with the Department of Resources Recycling and Recovery, to develop and post on the office's internet website, a technical advisory, as provided, reflecting best practices to facilitate the siting of composting facilities to meet the organic waste reduction goals. The bill would require the office to consult with specified entities throughout the development of the technical advisory. (Based on 03/10/2025 text)

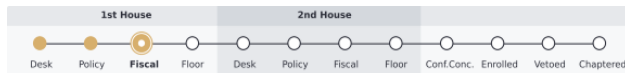
**Priority:** (6) Info only

**Subject:** Trash, Recycling, Water, Resources

**AB 532 (Ransom, D) Water rate assistance program.**

**Current Text:** 05/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/06/2025 - Re-referred to Com. on APPR.



**Location:** 05/01/2025 - Assembly Appropriations

**Summary:** Current federal law, the Consolidated Appropriations Act, 2021, among other things, requires the federal Department of Health and Human Services to carry out a Low-Income Household Drinking Water and Wastewater Emergency Assistance Program, which is also known as the Low Income Household Water Assistance Program, for making grants to states and Indian tribes to assist low-income households that pay a high proportion of household income for drinking water and wastewater services, as provided. Current law requires the Department of Community Services and Development to administer the Low Income Household Water Assistance Program in this state, and to receive and expend moneys appropriated and allocated to the state for purposes of that program, pursuant to the above-described federal law. The Low Income Household Water Assistance Program was only operative until March 31, 2024. This bill would repeal the above-described requirements related to the Low Income Household Water Assistance Program. The bill would instead require, upon appropriation by the Legislature, the Department of Community Services and Development to establish and administer the California Low Income Household Water Assistance Program. (Based on 05/05/2025 text)

**Priority:** (4) Standard

**Subject:** Municipal Funding and Procurement, Trash, Recycling, Water, Resources

**AB 794 (Gabriel, D) California Safe Drinking Water Act: emergency regulations.**

**Current Text:** 04/10/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/23/2025 - In committee: Set, first hearing. Referred to suspense file.



**Location:** 04/23/2025 - Assembly APPR. SUSPENSE FILE

**Summary:** The California Safe Drinking Water Act (state act) requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. The state board's duties include, but are not limited to, enforcing the federal Safe Drinking Water Act (federal act) and adopting and enforcing regulations. Current law authorizes the state board to adopt as an emergency regulation, a regulation that is not more stringent than, and is not materially different in substance and effect than, the requirements of a regulation promulgated under the federal act, with a specified exception. This bill would provide that the authority of the state board to adopt an emergency regulation pursuant to these provisions includes the authority to adopt requirements of a specified federal regulation that was in effect on January 19, 2025, regardless of whether the requirements were repealed or amended to be less stringent. The bill would prohibit an emergency regulation adopted pursuant to these provisions from implementing less stringent drinking water standards, as provided, and would authorize the regulation to include monitoring requirements that are more stringent than the requirements of the federal regulation. The bill would prohibit maximum contaminant levels and compliance dates for maximum contaminant levels adopted as part of an emergency regulation from being more stringent than the maximum contaminant levels and compliance dates of a regulation promulgated pursuant to the federal act. (Based on 04/10/2025 text)

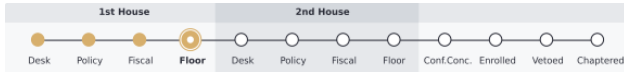
**Priority:** (5) Track/Watch

**Subject:** Trash, Recycling, Water, Resources

**AB 1207 (Irwin, D) Climate change: market-based compliance mechanism: price ceiling.**

**Current Text:** 03/17/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/08/2025 - Read second time. Ordered to third reading.



**Location:** 05/08/2025 - Assembly THIRD READING

**Summary:** The California Global Warming Solutions Act of 2006, until January 1, 2031, authorizes the State Air Resources Board to adopt a regulation establishing a system of market-based declining aggregate emissions limits for sources or categories of sources that emit greenhouse gases (market-based compliance mechanism) that meets certain requirements. Current law requires the state board, in adopting the regulation to, among other things, establish a price ceiling for emission allowances sold by the state board. Current law requires the state board, in establishing the price ceiling, to consider specified factors, including the full social cost associated with emitting a metric ton of greenhouse gases. This bill would require the state board to instead consider the full social cost associated with emitting a metric ton of greenhouse gases, as determined by the United States Environmental Protection Agency in November 2023. (Based on 03/17/2025 text)

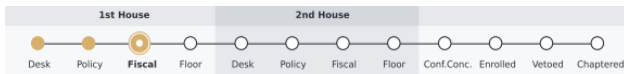
**Priority:** (6) Info only

**Subject:** Trash, Recycling, Water, Resources

#### **SB 45 (Padilla, D) Recycling: beverage containers: tethered plastic caps.**

**Current Text:** 03/05/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/07/2025 - April 7 hearing: Placed on APPR. suspense file.



**Location:** 04/07/2025 - Senate APPR. SUSPENSE FILE

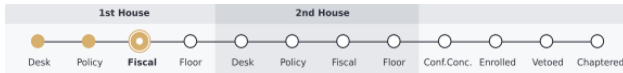
**Summary:** The California Beverage Container Recycling and Litter Reduction Act, which is administered by the Department of Resources Recycling and Recovery, is established to promote beverage container recycling. The act defines “beverage container” to mean the individual, separate bottle, can, jar, carton, or other receptacle, however denominated, in which a beverage is sold, and that is constructed of metal, glass, or plastic, or other material, or any combination of these materials, but does not include cups or other similar open or loosely sealed receptacles. A violation of the act is a crime. Current law authorizes the department, subject to the availability of funds, to pay a quality incentive payment of up to \$180 per ton to qualified recyclers for thermoform plastic containers diverted from curbside recycling programs, as provided. This bill would delete that authorization. The bill would instead require, on and after January 1, 2027, if a beverage is subject to the act and offered for sale in a plastic beverage container with a plastic cap, beverage manufacturers to ensure that the container to have has a cap that is tethered to the container that prevents the separation of the cap from the container when the cap is removed from the container by the consumer. The bill would exempt, until January 1, 2028, any type of beverage container with a recycling rate of better than 70% for calendar years 2022 and 2023, as determined by the department, from compliance with that requirement. (Based on 03/05/2025 text)

**Subject:** Trash, Recycling, Water, Resources

#### **SB 350 (Durazo, D) Water Rate Assistance Program.**

**Current Text:** 05/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Would establish the Water Rate Assistance Program. As part of the program, the bill would establish the Water Rate Assistance Fund in the State Treasury, available upon appropriation by the Legislature, to provide water affordability assistance, for both residential water and wastewater services, to low-income residential ratepayers, as specified. The bill would require the state board to take various actions in administering the fund, including, among other things, tracking and managing revenue in the fund separately from all other revenue. The bill would require the State Water Resources Control Board, in consultation with relevant agencies and after a public hearing, to adopt guidelines for implementation of the program and to adopt an annual report to be posted on the state board’s internet website identifying how the fund has performed, as specified. The bill would require the guidelines to include minimum requirements for eligible systems, including the ability to confirm eligibility for enrollment through a request for self-certification of eligibility under penalty of perjury. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the state board to take various actions in administering the program, including, but not limited to, providing guidance, oversight, and funding for low-income rate assistance for residential ratepayers of eligible systems. The bill would authorize the Attorney General, at the request of the state board, to bring an action in state court to restrain the use of any method, act, or practice in violation of these provisions, except as provided. The bill would make the implementation of all of these provisions contingent upon an appropriation by the Legislature. (Based on 05/07/2025 text)

**Priority:** (4) Standard

**Subject:** Trash, Recycling, Water, Resources

#### **SB 454 (McNerney, D) State Water Resources Control Board: PFAS Mitigation Program.**

**Current Text:** 04/08/2025 - Amended [HTML](#) [PDF](#)

**Status:** 04/21/2025 - April 21 hearing: Placed on APPR. suspense file.



**Location:** 04/21/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Current law designates the State Water Resources Control Board as the agency responsible for administering specific programs related to drinking water, including, among others, the California Safe Drinking Water Act and the Emerging Contaminants for Small or Disadvantaged Communities Funding Program. This bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the state board, upon appropriation by the Legislature, for specified purposes. The bill would authorize the state board to seek out and deposit nonstate, federal, and private funds, require those funds to be deposited into the PFAS Mitigation Fund, and continuously appropriate the nonstate, federal, and private funds in the fund to the state board for specified purposes, thereby making an appropriation. The bill would authorize the state board to establish accounts within the PFAS Mitigation Fund. The bill would authorize the state board to expend moneys from the fund in the form of a grant, loan, or contract, or to provide assistance services to water suppliers and sewer system providers, as those terms are defined, for multiple purposes, including, among other things, to cover or reduce the costs for water suppliers associated with treating drinking water to meet the applicable state and federal maximum perfluoroalkyl and polyfluoroalkyl substances (PFAS) contaminant levels. (Based on 04/08/2025 text)

**Position:** Support

**Priority:** (4) Standard

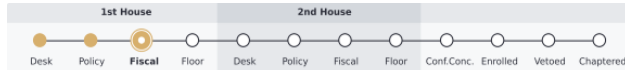
**Subject:** Trash, Recycling, Water, Resources

**Misc2:** League of Cities Sponsored

**SB 466 (Caballero, D) Drinking water: hexavalent chromium: civil liability: exemption.**

**Current Text:** 05/01/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** The California Safe Drinking Water Act provides requires the state board to adopt primary drinking water standards for contaminants in drinking water based upon specified criteria and requires a primary drinking water standard to be established for hexavalent chromium. Current law authorizes the state board to grant a variance from primary drinking water standards to a public water system. This bill would prohibit a public water system from being held liable in any civil action brought by an individual or entity that is not a governmental agency related to hexavalent chromium in drinking water while implementing and in compliance with a state board-approved hexavalent chromium maximum contaminant level (MCL) compliance plan, or during the period between when it has submitted a hexavalent chromium MCL compliance plan for approval to the state board and action on the proposed compliance plan by the state board is pending, except as specified. (Based on 05/01/2025 text)

**Position:** Support

**Priority:** (3) Significant

**Subject:** Trash, Recycling, Water, Resources

**SB 496 (Hurtado, D) Advanced Clean Fleets Regulation: appeals advisory committee: exemptions.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. (Based on 04/07/2025 text)



**Position:** Support

**Priority:** (4) Standard

**Subject:** Transportation & Infrastructure, Trash, Recycling, Water, Resources

**Misc2:** League of Cities Sponsored

**SB 501 (Allen, D) Household Hazardous Waste Producer Responsibility Act.**

**Current Text:** 04/07/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/05/2025 - May 5 hearing: Placed on APPR. suspense file.



**Location:** 05/05/2025 - Senate APPR. SUSPENSE FILE

**Summary:** Under current law, as part of the hazardous waste control laws, the Department of Toxic Substances Control (DTSC) generally regulates the management and handling of hazardous waste and hazardous materials. Current law authorizes a public agency, as defined, to operate a household hazardous waste collection facility under permit from DTSC. The Plastic Pollution Prevention and Packaging Producer Responsibility Act establishes a producer responsibility program designed to ensure that producers of single-use packaging and food service ware covered by that program take responsibility for the costs associated with the end-of-life management of that material and ensure that the material is recyclable or compostable. This bill would create a producer responsibility program for products containing household hazardous waste and would require a producer responsibility organization (PRO) to ensure the safe and convenient collection and management of covered products at no cost to consumers or local governments. The bill would define “covered product” to mean a consumer product that is ignitable, toxic, corrosive, or reactive, or that meets other specified criteria, except as specified. (Based on 04/07/2025 text)

**Priority:** (5) Track/Watch

**Subject:** Trash, Recycling, Water, Resources

**SB 682 (Allen, D) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.**

**Current Text:** 05/06/2025 - Amended [HTML](#) [PDF](#)

**Status:** 05/09/2025 - Set for hearing May 19.



**Location:** 04/30/2025 - Senate Appropriations

**Summary:** Current law requires the Department of Toxic Substances Control, on or before January 1, 2029, to adopt regulations to enforce specified covered perfluoroalkyl and polyfluoroalkyl substances (PFAS) restrictions, which include prohibitions on the distribution, sale, or offering for sale of certain products that contain specified levels of PFAS. Current law requires the department, on and after July 1, 2030, to enforce and ensure compliance with those provisions and regulations, as provided. Current law requires manufacturers of these products, on or before July 1, 2029, to register with the department, to pay a registration fee to the department, and to provide a statement of compliance certifying compliance with the applicable prohibitions on the use of PFAS to the department, as specified. Current law authorizes the department to test products and to rely on third-party testing to determine compliance with prohibitions on the use of PFAS, as specified. Current law requires the department to issue a notice of violation for a product in violation of the prohibitions on the use of PFAS, as provided. Current law authorizes the department to assess an administrative penalty for a violation of these prohibitions and authorizes the department to seek an injunction to restrain a person or entity from violating these prohibitions, as specified. This bill would, on and after January 1, 2027,



prohibit a person from distributing, selling, or offering for sale a cleaning product, cookware, dental floss, juvenile product, food packaging, or ski wax, as provided, that contains intentionally added PFAS, as defined, except for previously used products and as otherwise preempted by federal law. (Based on 05/06/2025 text)

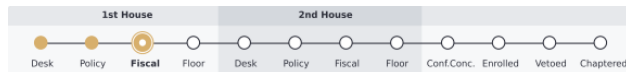
**Priority:** (5) Track/Watch

**Subject:** Trash, Recycling, Water, Resources

**SB 840 (Limón, D) Greenhouse gases: report.**

**Current Text:** 03/26/2025 - Amended **HTML PDF**

**Status:** 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.



**Location:** 05/12/2025 - Senate APPR. SUSPENSE FILE

**Summary:** The California Global Warming Solutions Act of 2006 requires the State Air Resources Board, in adopting rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the 1990 levels no later than December 31, 2030. The act requires the Legislative Analyst's Office, until January 1, 2030, to annually submit to the Legislature a report on the economic impacts and benefits of those greenhouse gas emissions reduction targets. The act, until January 1, 2031, establishes the Independent Emissions Market Advisory Committee and requires the committee to annually report to the state board and the Joint Legislative Committee on Climate Change Policies on the environmental and economic performance of the regulations establishing the market-based compliance mechanism and other relevant climate change policies. This bill would extend indefinitely the requirement for the Legislative Analyst's Office to annually submit to the Legislature the report on the economic impacts and benefits of those greenhouse gas emissions targets. The bill would require the committee, at a public hearing, to review the annual report by the Legislative Analyst's Office. (Based on 03/26/2025 text)

**Priority:** (6) Info only

**Subject:** Trash, Recycling, Water, Resources

Total Measures: 115

Total Tracking Forms: 115

## **POSITION LETTERS (Attachment 3)**

As of May 14, 2025

Attachment 3 includes City of Chino position letters on legislation and regulations submitted since the prior report. The attached letter(s) were submitted on behalf of the City during this reporting period.

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

April 10, 2025

The Honorable Anna Caballero  
1021 O Street, Suite 7620  
Sacramento, CA 95814

### **Re: Senate Bill 466 (Caballero), as Amended on 3/24/25 – The Chromium-6 MCL Compliance Safeguard Act**

Dear Senator Caballero,

On behalf of the City of Chino, I am pleased to offer our strong support of SB 466 (Caballero), that will provide narrow legal protections for water providers who are acting in full compliance with a chromium (VI) ("Cr-6") Maximum Contaminant Level (MCL) Compliance Plan, to prevent unjustified and costly lawsuits, which divert time and resources away from efforts to comply with the Cr-6 MCL.

The City of Chino is responsible for providing safe, reliable, and high-quality water services to the community. This includes managing water resources, maintaining infrastructure, ensuring regulatory compliance, and promoting conservation to support long-term sustainability of the city's water supply.

The new regulation, which sets the Cr-6 MCL at 10 parts per billion (ppb), is now in effect and provides public water systems with a limited compliance period to meet the new Cr-6 standard. Larger public water systems (>10,000 service connections) must comply with this new directive within 2 years. Achieving compliance within this timeframe is not feasible for many water systems due to the need for significant infrastructure upgrades and financing required to comply. Smaller water systems (1,000 to 9,999 service connections and ≤1,000 service connections) face similar challenges.

Water providers do not seek relief from enforcement by the State Water Board (SWRCB) for exceeding the Cr-6 MCL. They do however have great concern about potential litigation following public notice of Cr-6 MCL exceedance.

SB 466 does not permanently shield a water agency from any harm caused and does not affect the State Water Board's enforcement authority. This legal protection would only apply for the limited period when a water provider submits a Cr-6 MCL Compliance Plan and remains in full compliance with the plan that is approved or waiting approval from the SWRCB.

SB 466 (Caballero) is a reasonable temporary measure to protect water providers acting in good faith to comply with the Cr-6 MCL from unnecessary litigation, allowing them to stay focused on their mission of providing safe and affordable drinking water to the communities they serve.



13220 Central Avenue, Chino, California 91710  
Mailing Address: P.O. Box 667, Chino, California 91708-0667  
(909) 334-3250 • (909) 334-3720 Fax  
Web Site: [www.cityofchino.org](http://www.cityofchino.org)

For these reasons, we are proud to support SB 466 (Caballero) and urge your AYE vote when it comes before you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Hye Jin Lee". The signature is fluid and cursive, with the first name "Hye" and last name "Lee" being more prominent.

Hye Jin Lee, P.E.  
Director of Public Works

EUNICE M. ULLOA  
Mayor

CURTIS BURTON  
Mayor Pro Tem



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

DR. LINDA REICH  
City Manager

## CITY of CHINO

April 17, 2025

The Honorable Michelle Rodriguez  
California State Assembly  
1021 O Street, Suite 5640  
Sacramento, California 95814

On behalf of the Chino Police Department, I respectfully submit this letter to express our strong opposition to Senate Bill 634. This bill would prohibit state and local governments from adopting or enforcing civil or criminal penalties against individuals experiencing homelessness for engaging in acts deemed “related to basic survival” in public spaces.

While we agree that homelessness is a humanitarian crisis that must be addressed with compassion and evidence-based solutions, SB 634 would effectively strip local jurisdictions of essential enforcement tools necessary to maintain public health, safety, and quality of life—for both housed and unhoused residents.

SB 634 would significantly impair the ability of local governments to manage unsafe and deteriorating conditions in public areas such as parks, sidewalks, business corridors, and neighborhoods. By broadly defining “basic survival” to include camping, sleeping, storing property, and erecting structures in public spaces—and by barring enforcement of long-standing ordinances—the bill limits the capacity of law enforcement, code enforcement, and local agencies to respond to even the most hazardous and unsanitary encampments.

The Chino Police Department has a dedicated Quality of Life Team that works tirelessly to engage with individuals experiencing homelessness. On average, the same individual may be contacted more than 50 times before accepting services. It often takes four to five attempts before an individual successfully enters and completes a treatment or service program and begins a path toward stability.

SB 634 imposes a blanket prohibition on enforcement without offering any viable alternatives for communities that are already strained by limited shelter capacity. Until both state and local governments are equipped to provide sustainable pathways to shelter and services, removing enforcement authority will only encourage the growth of unsanctioned encampments and reduce the likelihood that individuals will voluntarily seek assistance. This could lead to increased incidents of public defecation, improper waste disposal, and the spread of communicable diseases such as hepatitis and tuberculosis.



13220 Central Avenue, Chino, California 91710  
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(909) 334-3250 • (909) 334-3720 Fax  
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Each community faces distinct public safety and health challenges. SB 634 imposes a one-size-fits-all mandate that removes the ability of local governments to develop enforcement strategies tailored to their unique needs—ultimately compromising the safety and well-being of both the unhoused and the broader public.

As a law enforcement professional committed to preserving public safety, I believe SB 634's approach would be detrimental to our communities. Thank you for your attention to this important matter. Should you require further information or wish to discuss this in greater detail, please do not hesitate to contact me at (909) 334-3093 or via email at [KMensen@chinopd.org](mailto:KMensen@chinopd.org).

Sincerely

A handwritten signature in blue ink, appearing to read 'KMensen', followed by a long horizontal line.

Kevin Mensen, Chief of Police  
Chino Police Department



EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

April 23, 2025

The Honorable Governor Gavin Newsom  
California State Capitol  
1021 O Street, Suite 9000  
Sacramento, CA 95814

### RE: HOUSING LAW

Dear Governor Newsom,

On behalf of the residents, businesses, and stakeholders of the City of Chino, I write to firmly oppose the relentless proliferation of state housing laws that have overridden local control without regard for State-certified housing plans, effectively sidelining the voices of our community and undermining years of responsible local planning.

The City of Chino is a growing community of over 95,000 people. Our progress has been shaped by our philosophy of "smart growth," which has allowed us to retain the small-town feel that has defined our community for generations. It's the reason why more young families are choosing our community to grow and thrive, and the decades of dutiful planning that has crafted our community into one of the most desirable cities in the Inland Empire.

Since the elimination of redevelopment agencies (RDAs) in 2012, our City's ability to retain local control over development has been chipped away year after year by a litany of housing bills designed to increase ministerial or by-right housing approval processes. While the City of Chino respects the pursuit of housing production amid a statewide crisis, the way forward is to work with cities to allow for growth in ways that make sense for their communities. Instead, cities have been virtually shut out of the process, and these new laws have diminished general plans, stripped away authority over local development, and left community members demanding answers from their local elected officials.

The Regional Housing Needs Allocation (RHNA), a distribution of housing units assigned to every California city, is an impossible number to attain that will not lead to the level of increased housing growth that it intends. The rigorous process of getting a housing element approved by the Department of Housing and Community Development (HCD) has left cities vulnerable to draconian penalties such as loss of grant funding and the Builder's Remedy. Most importantly, the laws are not providing affordable housing as intended.





Hon. Gavin Newsom  
April 23, 2025, p.2

Local control continues to be undermined by a slew of new bills each year. These bills override general plans, ignore local zoning and land use plans, and steadily erode the ability of residents and their local representatives to shape the future of their communities. Despite Chino's opposition—as well as that of the League of California Cities and other municipalities statewide—we have been inundated with legislation that further limits our ability to plan for growth responsibly. SB 423 (Weiner, 2024), which significantly expanded ministerial approvals for affordable housing projects; SB 4 (Weiner, 2024), which requires a housing development project to be a “use by right” on land owned by an independent institution of higher education or a religious institution; and SB 9 (Atkins, 2021), which allows homeowners to subdivide their lots and add up to two duplexes in most single-family neighborhoods, are just a small example of how the new laws diminish local control.

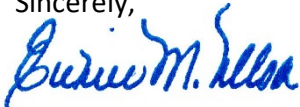
This year, many onerous bills have been introduced that will impose additional state housing dictates on issues of critical local significance. One such example, SB 79 (Wiener), defies cities' general plans and grants transit agencies unlimited land use authority on property they own or on which they have a permanent easement, regardless of the distance from a transit stop. Transit agencies would have the power to determine all aspects of development, including height, density, and design, without regard to local zoning or planning regulations.

And yet, housing prices are still spiraling out of control. It is imperative that we raise the question of how the state plans to evaluate these housing policies when the intended outcomes are currently not being achieved.

As Mayor of Chino, I have heard from my constituents, as well as local officials in neighboring cities, about the effects of these new housing laws. Our communities are suffering, and Sacramento has regrettably turned a blind eye to the effects these laws have had on cities across California.

The time to act is now. I ask that you meet with me and the City of Chino so we can work together on a sustainable, reasonable process that addresses this decades-in-the-making housing crisis while keeping cities in the conversation and allowing us to grow in ways that include local discretion and public engagement. Please contact Deputy City Manager Vivian Castro at [vcastro@cityofchino.org](mailto:vcastro@cityofchino.org) or 909-334-3307 to schedule a meeting. Thank you.

Sincerely,



Eunice Ulloa  
Mayor

cc: Senator Scott Weiner  
Senator Susan Rubio  
Assemblymember Michelle Rodriguez  
Assemblymember Phillip Chen  
League of California Cities

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

April 24, 2025

Assemblymember Nick Schultz  
Chair, Assembly Public Safety  
1020 N Street, Room 111  
Sacramento, CA 95814

### **RE: AB 63 (RODRIGUEZ) - SUPPORT**

Dear Chair Schultz:

On behalf of the City of Chino, I write in support of AB 63, which will reinstate Penal Code 653.22, which prohibited loitering in a public place with the intent to commit prostitution and made it a misdemeanor. The City also supports the additional provision in the bill that will clearly prohibit the arrest of an individual for solicitation based solely on the individual's gender identity or sexual preference.

Human Trafficking has plagued our state and the Sacramento region for years. It is growing to unprecedented levels and is one of the fastest-growing criminal enterprises. With the passage and enactment of SB 357 in 2022, which eliminated Penal Code 653.22, it has been increasingly difficult to investigate and prosecute solicitation violations. Prostitution and human trafficking have exploded in our state due to the lack of enforcement actions, as the new law ties law enforcement's hands. Sex workers now blatantly walk the streets in full view of the public without fear of impunity. Businesses in our communities have been forced to close during evening hours due to safety concerns. Just in the past year, there have been over 300,000 commercial sex ads in the Sacramento region alone. Additionally, with advanced technology and social media apps, law enforcement has been losing the battle in this arena. Human Traffickers religiously use their smart devices to further their criminal empire.

I strongly support AB 63 because it will make our streets safer and provide us with the tools to fight this ever-growing crisis. I also support the additional provision prohibiting arrests of individuals based on their sexual orientation or gender identity. The Sacramento Sheriff's Department has never focused its enforcement efforts on those specific individuals and any law enforcement agency that does should be held accountable.

In conclusion, the City of Chino supports and commends Assembly Member Rodriguez's effort to reinstate Penal Code 653.22. AB 63 will make our communities safer and allow us to successfully pursue human traffickers.



Hon. Nick Schultz  
April 24, 2025, p.2

Please contact Chief of Police Kevin Mensen at [kmensen@chinopd.org](mailto:kmensen@chinopd.org) or 909-334-3307 if you have any questions. Thank you.

Sincerely,



Linda Reich  
City Manager

cc: Senator Susan Rubio  
Assemblymember Michelle Rodriguez  
Assemblymember Phillip Chen  
League of California Cities

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

April 25, 2025

The Honorable Mark González  
California State Assembly  
1021 O Street, Suite 6150  
Sacramento, CA 95814

**RE: AB 647 (González, M.) Housing Development Approvals: Residential Units -  
Notice of OPPOSITION (As of 3/28/25)**

Dear Assembly Member González,

The City of Chino must oppose your AB 647 (González), which would disregard state-mandated local housing elements and force cities to allow up to eight housing units — only one of which is required to be affordable — on lots with an existing single-family home or in an area zoned for eight units or less, without any environmental review or public input.

AB 647 would empower developers to bulldoze nearly any home and replace it with eight new units. Once those units are constructed, Government Code Section 66323(a)(4) requires local jurisdictions to allow up to an additional eight ADUs on the same lot, bringing the total allowable units to sixteen, while simultaneously ignoring existing height limits, density requirements, and parking standards.

While we appreciate your desire to boost housing production, AB 647 ignores local flexibility, decision-making, and community input, which are critical components that, coupled with ongoing, dedicated funding, can help spur desperately needed housing construction in the state.

AB 647 and other ministerial or by-right housing approval processes fail to recognize the extensive public engagement and costs associated with developing and adopting zoning ordinances and state-mandated housing elements that are certified by the California Department of Housing and Community Development. It is concerning that cities are being forced to spend tens of thousands of dollars on housing plans only to have them pushed aside and replaced with one-size-fits-all zoning dictated by the Legislature.

Since the elimination of redevelopment agencies (RDAs) in 2012, our City's ability to retain local control over development has been chipped away year after year by a litany of housing bills designed to increase ministerial or by-right housing approval processes. While the City of Chino respects the pursuit of housing

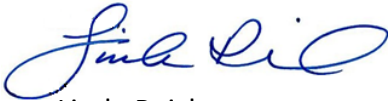


Hon. Mark Gonzalez  
April 25, 2025, p.2

production amid a statewide crisis, the way forward is to work with cities to allow for growth in ways that make sense for their communities. Instead, cities have been virtually shut out of the process, and these new laws have diminished general plans, stripped away authority over local development, and left community members demanding answers from their local elected officials.

For these reasons, the City of Chino opposes AB 647 (González).

Sincerely,



Linda Reich  
City Manager

cc: Senator Susan Rubio  
Assemblymember Michelle Rodriguez  
Assemblymember Phillip Chen  
League of California Cities, [cityletters@cacities.org](mailto:cityletters@cacities.org)



## Join the City of Chino

### OPPOSE the SCAQMD Rules 1111 & 1121

*A flawed scheme that will make Southern California even more unaffordable!*

Southern California's cost-of-living crisis is crushing working families and small businesses. With record-breaking taxes and massive increases in housing and electricity costs, leading to the highest poverty rate in the country. California's cost of living is 42% higher than the national average, even higher in some of our local Southern California communities.

The South Coast Air Quality Management District (SCAQMD) is proposing amendments to existing rules (1111 & 1121) that would impose an expected annual tax of \$306 million on homeowners, renters, schools, and small businesses – an **average of \$1,510 per household!**

Unless defeated, Proposed Amended Rules (PAR) 1111 and 1121 would be the costliest rulemaking SCAQMD has ever undertaken. Join us in OPPOSING these costly rules!

#### MARK YOUR CALENDAR:

The SCAQMD Governing Board will vote on PAR 1111 & 1121 on **June 6 at 9 AM**, and we need your voice to persuade the Board to oppose these costly rules. This meeting is our final chance to make our voices heard! Click here to join the meeting virtually. Click [here](#) to join the meeting virtually. The meeting agenda can be accessed here.

#### TAKE ACTION TODAY!

Your support has been crucial in our fight to protect the cost of living from getting even higher – but we need to keep the momentum going! See the ways you can help below:

1. **Submit a Letter as an Impacted Resident** – Utilize the ["Take Action" feature on the Cost of Living Council website](#) to submit a letter to the Board as a resident impacted by these rules. If you live in Los Angeles, Orange, Riverside, or San Bernardino counties, this will directly affect you as a resident.
2. **Submit a Letter on Behalf of Your Business or Organization** – Download and customize the updated [template opposition letter](#), urging the Board to OPPOSE PAR 1111 & 1121 on behalf of your business or organization. Please send a copy of your letter to [Sam@SwingStrat.com](mailto:Sam@SwingStrat.com).
3. **Spread the Word** – Help raise awareness by sharing with your family, friends, neighbors, and colleagues! **Forward this email to your network and encourage them to submit individual letters!**

#### Say NO to PAR 1111 & 1121:

- Higher costs for homeowners, renters, & small businesses
- Skyrocketing energy bills
- Costly retrofit & electric panel upgrades for older properties
- Adds strain to aging electrical grid & infrastructure
- Puts public safety and health at risk

For more information, please visit <https://www.WeCantAffordThis.com/>



**COST<sup>OF</sup> LIVING  
COUNCIL**  
*Committed to a More Affordable Future*

# ESTIMATED ECONOMIC IMPACT OF SCAQMD DRAFT RULES 1111 AND 1121

March 2025





# Executive Summary

## *Economic Impact of SCAQMD Draft Rules 1111 and 1121*

The Cost of Living Council has released an economic impact report on the South Coast Air Quality Management District (SCAQMD) revised proposed amendments to Rules 1111 and 1121. SCAQMD has proposed regulations aimed at reducing nitrogen oxide (NOx) emissions from residential and commercial heating systems. The proposal introduces a phased transition to zero-NOx space and water heating units, applying new fees to NOx-emitting units based on increasing sales targets for zero-NOx models over time.

**The proposed rules will cost consumers living in the four-county SCAQMD region \$7.7 billion over the 25-year lifecycle of these appliances.**

Homeowners and landlords who continue to install gas-fired appliances would pay fees of **\$100 per furnace and \$50 per water heater**, with additional penalties ranging from \$500 to \$800 for manufacturers if zero-NOx sales targets are not met. While the proposal does not outright ban NOx-emitting units, the fee structure is designed to make electric alternatives more financially attractive. However, given the significantly higher upfront costs of zero-NOx units, the proposal could lead to substantial increases in household expenses, particularly for those replacing existing gas appliances.

## CONSUMER AND COST OF LIVING IMPACTS

- **Direct Cost Increases:**

- Households replacing a gas-fired furnace and water heater would face average **additional fee costs of approximately \$1,510 per event**, adding to their overall housing expenses.
- These fees equate to about **2% of the median renter income** and **1% of the median homeowner income** in the region.
- Fees alone amount to **74% of the median monthly rent and 65% of homeowner costs**, effectively adding almost an extra month's worth of housing expenses.



- **Compliance Schedule Costs:**

- The proposed schedule to transition all homes in the district to zero-NOx units between 2027 and 2040 would result in **total costs of \$8.9 billion annually**.
- For homeowners, replacing both a furnace and water heater with zero-NOx units would cost **\$47,800 for single-family homes and \$40,100 for a multi-family rental unit**.
- These costs represent **39% of the median homeowner's income and 59% of the median renter's income**, posing significant affordability challenges.

- **Economic & Job Loss Impacts:**

- The proposed fee structure is projected to result in **annual job losses of 1,800, a \$118.9 million reduction in labor compensation, and a \$232.5 million decrease in regional GDP**.
- If **full compliance** with the zero-NOx transition schedule is required in the future, economic impacts would be significantly greater, **including 36,500 lost jobs annually and a \$6.2 billion reduction in regional GDP**.

- **Energy Costs & Housing Market Effects:**

- Projected energy savings are minimal, as most consumers would opt for NOx-emitting units unless subsidies cover the entire incremental cost of a zero-NOx alternative.
- Electricity prices are expected to continue rising, while natural gas prices are projected to decline. This means that the **shift toward electric appliances could increase long-term energy expenses for consumers**.
- **Older rental units face higher costs:** 85% of rental units and 83% of owner-occupied units were built before 2000, meaning significant infrastructure upgrades could be required to accommodate zero-NOx units.
- **Rental prices could increase:** Renters may indirectly bear these costs through higher rents, though rent control laws may delay full cost pass-throughs.

## CONCLUSION

If implemented, the proposed regulations **would impose significant costs on homeowners, landlords, and renters**, with fees adding financial pressure on those replacing heating equipment. The higher upfront cost of zero-NOx units could make compliance challenging, especially for lower-income households, while the expected rise in electricity prices may offset any potential energy savings. The economic impact extends beyond individual households, with potential job losses, reduced consumer spending, and higher housing costs. Renters could see indirect cost increases as landlords pass expenses through rent hikes, while older housing units may require costly electrical upgrades to support zero-NOx systems. Overall, the proposal introduces new financial burdens that could worsen California's already high cost of living, particularly for those in the most vulnerable economic positions.

## ABOUT THE COST OF LIVING COUNCIL

We are a coalition of homeowners, renters, workers and small businesses from across the SCAQMD region working to fight back against the high cost of living in Southern California. The Cost of Living Council is dedicated to creating a more affordable future in Los Angeles, Orange, Riverside, and San Bernardino counties—among the most expensive housing markets in the nation—where residents are struggling to afford rent and basic expenses due to costly regulations imposed without public input.

## Join Our Coalition Today.

Say NO to Proposed Amended Rules 1111 & 1121



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## Summary

The following analysis covers the revised proposed regulations released on February 28. Overall, this revision removes the sales mandate and instead replaces the previous provisions with new fees presumably intended to help bridge the cost gap with zero-NOx units and fund a new subsidy program. The revisions, however, retain a compliance schedule that is used to scale the proposed fees. Note that all dollar amounts in this summary have been updated where appropriate to \$2025 from the \$2023 used at various points in the text, using projections from Department of Finance.

Assuming the maximum level of fees and existing distributions of housing and appliances, the revised fee proposal would impose annual costs of \$306 million on gas-fired (and other NOx emitting) space and water heaters. Energy cost savings are negligible since this analysis assumes households/landlords would purchase a non-NOx unit only if the higher cost increment was fully subsidized. They would otherwise choose their equipment based on cost given the current environment of heightened concerns over the cost of living in the state and continually rising electricity costs. The fees consequently would be a significant new added cost simply to replace equipment already in place in their homes.

The proposed compliance schedule while having no binding force in this current version, still portrays the vision of where staff wants to take housing in the District. Replacing current NOx units as outlined in this schedule requires total average annual costs of \$8.9 billion in the period 2027-2040. This number incorporates average annual capital costs of \$9.3 billion partially offset by \$379 million in average annual energy savings and \$4.4 million in fee costs.

The total fee costs of \$306 million are equivalent to \$48 annually per housing unit in the District. These costs, however, will not be felt uniformly. A home requiring replacement of both the furnace and water heater in the same year—even if they are kept as gas units—will face average additional fees costs of \$1,510. To put this amount in context:

- It is equivalent to 2% of median renter income in the region in 2023, and an effective 1% tax on owner median income.
- This amount is 74% of the median monthly renter housing costs in 2023, and 65% for owners. This is the equivalent of adding almost another month of housing costs (rent/mortgage/utilities/property taxes) in the region.

Costs under the revised proposal translate (direct, indirect, and induced impacts) into annual job losses of 1,800, labor compensation (wages, salaries, and benefits) reduction of \$118.9 million, regional GDP by \$232.5 million, and regional sales by \$359.2 million.. These are annual amounts based on the average annual costs during 2027-2040. The associated fiscal losses from these impacts show combined annual local and state taxes lower by \$28 million.

While sales of zero-NOx units under the compliance schedule are not mandated in this version, doing so would produce higher annual job losses of 36,500, labor compensation reductions of \$2.5 billion, regional GDP lower by \$6.2 billion, and sales down by \$8.4 billion. Local and state revenues would be reduced by a total of \$876 million annually.

Reflecting the current distribution of housing in the region, renters and homeowners would experience the fee impacts at nearly equal levels, with homeowners paying the fees directly and renters indirectly through upward pressure on rents.

Due to the relative costs, homeowners would face higher costs if instead they chose to replace their existing units with zero-NOx appliances:

- A homeowner replacing both their furnace and water heater would face additional costs of \$47,800 for single family detached, while a renter could see rent pressures coming from \$40,100 for a multi-family unit.
- The costs are lower for rental units, but there is a distinct difference in ability to pay. The homeowner costs are equivalent to 39% of median household income in 2023, while the rental costs are 59% of median renter household income.
- The actual costs, however, will depend on the additional system work required especially in older homes and in multi-family complexes. Actual construction data submitted by BizFed from two multi-family developments indicates that replacement costs were 50% higher than the factors used in this report due to other building, site, and distribution modifications that were required.
- Rental units in the region also are older, with 63% of the region's rentals being built in 1979 or earlier compared to 57% of owner-occupied units. Overall, 83% of owner-occupied and 85% of rental units were built prior to increasing electricity demand as the result of rising use of electronics and electric appliances in 2000 and beyond.

Additional considerations include:

- Based on national data, mechanical system (plumbing, electricity, HVAC) costs have moved from 4<sup>th</sup> largest component of housing construction costs in 2017 to 2<sup>nd</sup> largest in the latest data for 2024. In this period, the systems covered by the proposed rules were responsible for about a quarter of the total rise in construction costs and consequently housing prices. The rules will push this further.
- Energy cost numbers are based on estimates and projections contained in the various source documents. However, natural gas prices are now expected to fall while electricity prices remain on a continuous rise. The recent projections from EIA expect residential natural gas prices to fall 3.3% in real terms between 2024 and 2026 in the Pacific states.
- The energy prices used in the cited documents generally use average electricity rates. The state, however, is pushing time-of-use electricity prices as a conservation designed in part to cope with concerns over energy reliability engendered by the state's overall energy policies and building restrictions. This provision likely will push energy use more into the higher cost periods especially for households with two earners.
- Spillover effects on prices are not likely in most of the region as all or nearly all of housing in three of the counties will be subject to these rules. San Bernardino is the exception, with

about a quarter of the housing lying outside the District's boundaries and is otherwise relatively isolated from other retail centers. This diminished market size combined with price increases coming from the mandated offerings in the District portion are likely to have at least some spillover effect on these households as well.

## Background

South Coast Air Quality Management District (SCAQMD) has proposed two regulations to require replacement of space and water heating equipment with zero emission alternatives. As originally proposed:

- Proposed Amended Rule 1111 – Reduction of NO<sub>x</sub> Emissions from Natural Gas-Fired Furnaces, in addition to other provisions, would have applied to new equipment beginning January 1, 2026, and to replacement equipment beginning January 1, 2028, except for mobile homes which would have a two-year delay. Both residential and commercial units would have been affected. The Draft Subsequent Environmental Assessment (DEA)<sup>1</sup> estimates the rule would have covered 5.35 million units in the District (112,000 commercial) but gives no basis for these figures. However, previous staff presentations suggest the numbers come from the 2021 American Housing Survey (AHS).
- Proposed Amended Rule 1121 – Reduction of NO<sub>x</sub> Emissions from Residential-Type, Natural Gas-Fired Water Heaters would have applied to new equipment beginning January 1, 2026, and to replacement equipment beginning January 1, 2027, except for mobile homes which would have a three-year delay. Only residential units would have been affected. The DEA estimates the rule would have covered 5.128 million units but also gives no basis for this figure.

Staff has since amended these provisions.<sup>2</sup> In the current revised proposal:

- Applicability of the regulations will revert back to the existing 175,000 Btu/hr provision from the 2 million Btu/hr expansion originally proposed. These higher Btu units instead will be addressed in a future rulemaking.
- Both NO<sub>x</sub>-emitting and zero-NO<sub>x</sub> units can be sold in the District for both existing and new construction, but with a phase-in target schedule for the zero-NO<sub>x</sub> units.
- NO<sub>x</sub>-emitting units will be subject to a fee of \$100 per furnace and \$50 per water heater.

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<sup>1</sup> South Coast Air Quality Management District, Draft Subsequent Environmental Assessment, Proposed Amended Rule 1111 – Reduction of NO<sub>x</sub> Emissions from Natural Gas-Fired Furnaces, and Proposed Amended Rule 1121 – Reduction of NO<sub>x</sub> Emissions from Small Natural Gas-Fired Water Heaters, September 2024.

<sup>2</sup> Third Preliminary Draft Proposed Amended Rule 1111. Reduction of NO<sub>x</sub> Emissions from Natural Gas-Fired Furnaces, February 28, 2025; Third Preliminary Draft Proposed Amended Rule 1121. Reduction of NO<sub>x</sub> Emissions from Residential Type, Natural Gas-Fired Water Heaters, February 28, 2025.



- Both types of equipment will be subject to an annual zero-NOx sales target ranging from 30% of units sold in 2027-28 to 90% in 2036 and after. Units sold over the target in each year will be subject to an additional fee ranging from \$500 in 2027-28 to \$800 in 2036 and after. In years when the targets are exceeded, these fees would be reduced for the affected manufacturer.
- The revised proposal contains no provision to adjust these fees based on inflation. However, the District instead more generally addresses this issue through periodic fee adjustments. In an inflationary environment, the analysis assumes the proposed fees would be handled in the same manner.

These revisions essentially shift applicability of the rules to manufacturers.

**Figure 1: Estimated SCAQMD Housing Units, Share by County, 2023**

*Source: ACS 5-year Estimates, 2019-2023*

MSA	County	Total Units	Owner Occupied	Owner Vacant	Total Owner	Renter Occupied	Renter Vacant	Total Renter
Inland Empire	Riverside	99%	100%	98%	99%	99%	100%	99%
	San Bernardino	73%	73%	70%	72%	74%	72%	74%
	MSA	87%	88%	86%	88%	86%	89%	86%
LA-Orange	Los Angeles	98%	98%	98%	98%	99%	98%	99%
	Orange	100%	100%	100%	100%	100%	100%	100%
	MSA	99%	98%	99%	98%	99%	98%	99%
Total District		96%	95%	93%	95%	97%	97%	97%

Baseline housing numbers to identify the potential universe affected by these proposals are derived primarily from three datasets: American Community Survey (ACS), American Housing Survey (AHS), and California Department of Finance (DOF). Most housing data is at best available at the county or MSA level, but SCAQMD covers all of Orange County and only a portion of the other three counties. The share of each county's housing within the District instead was estimated using the ACS Zip Code data, as almost all of the relevant zip codes are fully contained within the District's boundaries. As indicated in Figure 1, an estimated 97% of all housing units within the 4 counties lies within the District, but this share varies by county, ranging from 100% in Orange County to 75% for San Bernardino. In the tabulations, the "other vacant" category in the ACS numbers was included under owner occupied as it is assumed that most of these units are second/vacation homes.

**Figure 2: Alternative Housing Estimates, 2023**

*Source: see text*

MSA	County	DOF	ACS	AHS
Inland Empire	Riverside	872,930	860,042	
	San Bernardino	748,186	738,535	
	MSA	1,621,116	1,598,577	1,519,976
LA-Orange	Los Angeles	3,664,191	3,624,084	
	Orange	1,149,943	1,138,473	
	MSA	4,814,134	4,762,557	4,597,824
Total MSAs		6,435,250	6,361,134	6,117,800

The number of housing units within the District in 2023 and subsequent years are projected based on the following factors:

- As shown in Figure 2, the primary sources for housing show an average range of about 5% in their estimates, with the differences between Department of Finance (DOF)<sup>3</sup> and the other sources somewhat narrower in Los Angeles-Santa Ana and somewhat higher for the Inland Empire. In the calculations, the DOF numbers (2023 and 2024) are taken as the base given that they derive in part from multiple original sources rather than just surveys. The current DOF projections (vintage 2020), however, are too high given recent year population and housing permit trends. The DOF 2024 estimates indicate that 54% of housing units in the region are single-family detached. Just over 3% are mobile, meaning this factor does not affect the calculations significantly.
- Population in the District and region is not expected to change much over the projection period. The current DOF estimates (2024 vintage) show net migration from the region remaining negative through 2023 before going slightly positive in the subsequent years. Incorporating natural changes, regional population is projected to grow by only 0.2% a year through 2028.
- Total housing permits issued in the 4 counties<sup>4</sup> covered 52,300 units in 2023 and 33,400 in 2024. Permits in 2025-2040 are assumed at the average, or 42,800 annually, of which about one-third are single family units and, including accessory dwelling units (ADUs) in this category, multi-family at two-thirds. This number varies dramatically between the MSAs, with Inland Empire at 58% single family and LA-Orange at only 17%.
- Permits do not always translate into new housing units in particular in the same year. Census Bureau data for the Western States indicates housing starts averaged 94% of housing permits in the period 2022-2024, a factor that is applied to the permit numbers.
- The results are further adjusted to account for the portion of permits going to replacement rather than new housing due to demolitions and conversions, at 0.15% in a typical year.<sup>5</sup> Housing lost during the recent Los Angeles fires is assumed to be replaced during this period over and above the numbers previously. This additional factor, however, could put pressure on available labor and material supplies and affect the overall number of permits issued in this period.
- The county estimates are then adjusted to District estimates, using the factors in Figure 1.
- This approach implicitly assumes there will be no substantial change in mortgage and other interest rates. This approach also assumes that California will continue to attempt housing reform only through proposals that also include countervailing cost and regulatory provisions of the type that have severely limited the results from such efforts to date.

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<sup>3</sup> California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 2021-2024, with 2020 Benchmark, May 2024.

<sup>4</sup> Construction Research Industry Board, Housing Data.

<sup>5</sup> Dowell Myers, JungHo Park, Janet Li, How Much Added Housing is Really Needed in California?, USC, Sol Price School of Public Policy, August 2018.

**Figure 3: Projected SCAQMD Housing Units**

MSA	County	2023	2026	2027
Inland Empire	Riverside	868,000	895,000	904,000
	San Bernardino	547,000	557,000	560,000
	MSA	1,415,000	1,452,000	1,464,000
LA-Orange	Los Angeles	3,598,000	3,652,000	3,663,000
	Orange	1,150,000	1,170,000	1,176,000
	MSA	4,748,000	4,822,000	4,839,000
Total District		6,163,000	6,274,000	6,303,000

## Housing Demographics & Characteristics

Demographics and the relevant characteristics of housing in the region are estimated by MSA using the AHS Public Use File (PUF) microdata from 2023.

**Figure 4: Region Households by Income & Tenure, 2023**

Source: AHS calculations

MSA	Tenure	\$50,000 & Below	\$50,001 to \$100,000	\$100,001 to \$200,000	\$201,000 & Above	Total
Inland Empire	Rent	45%	33%	18%	12%	31%
	Own	55%	67%	82%	88%	69%
	Total	100%	100%	100%	100%	100%
LA-Orange	Rent	69%	62%	44%	22%	54%
	Own	31%	38%	56%	78%	46%
	Total	100%	100%	100%	100%	100%
Total MSAs	Rent	63%	54%	38%	20%	48%
	Own	37%	46%	62%	80%	52%
	Total	100%	100%	100%	100%	100%

Housing by Tenure is almost evenly split between owners and renters. The Inland Empire, however, has a much higher incidence of owners, while the share of renters in Los Angeles-Santa Ana is relatively higher. This relationship extends across all groups, with owners the majority at every level in Inland Empire but renters dominating household incomes below \$100,000 in LA-Orange.

**Figure 5: Region Households by Ethnicity/Race & Tenure, 2023**

Source: AHS calculations

MSA	Tenure	Latino	White	Black	Asian/PI	Other	Total
Inland Empire	Rent	36%	23%	42%	22%	45%	31%
	Own	64%	77%	58%	78%	55%	69%
	Total	100%	100%	100%	100%	100%	100%
LA-Orange	Rent	65%	45%	72%	40%	64%	54%
	Own	35%	55%	28%	60%	36%	46%
	Total	100%	100%	100%	100%	100%	100%
Total MSAs	Rent	57%	39%	63%	38%	60%	48%
	Own	43%	61%	37%	62%	40%	52%
	Total	100%	100%	100%	100%	100%	100%

The same pattern is also seen by race and ethnicity. Ownership is the majority form of tenure across all groups in the Inland Empire, while renting is the majority for all groups except non-Latino Whites and non-Latino Asian/Pacific Islanders in Los Angeles-Santa Ana.

**Figure 6: Region Households by Nativity, 2023**

Source: AHS calculations

MSA	Tenure	Native Born	Foreign Born, Not a Citizen	Foreign Born, Naturalized	Total
Inland Empire	Rent	30%	49%	23%	31%
	Own	70%	51%	77%	69%
	Total	100%	100%	100%	100%
LA-Orange	Rent	52%	76%	42%	54%
	Own	48%	24%	58%	46%
	Total	100%	100%	100%	100%
Total MSAs	Rent	46%	71%	38%	48%
	Own	54%	29%	62%	52%
	Total	100%	100%	100%	100%

By nativity, naturalized citizens were far more likely to be owners in both MSAs and in the region, while non-citizens were conversely far more likely to be renters. Note that due to the nature of surveys, this last group is likely to be undercounted in the region.

In 2023, only 13% of the region's households had electric water heaters. The dominant type at 85% used natural gas, while 1% relied on other fuels such as bottled gas and fuel oil and only an insignificant number had no domestic water heating. Note that these numbers only count households, and some may have more than one water heating unit. Because of the lack of data, this factor is not addressed in the subsequent calculations.

**Figure 7: Region Residential Water Heating by Fuel, 2023**

Source: AHS calculations

MSA	Tenure	Electricity	Piped Gas	Other	Total
Inland Empire	Rent	17%	81%	2%	100%
	Own	12%	84%	4%	100%
	Total	14%	83%	3%	100%
LA-Orange	Rent	18%	81%	1%	100%
	Own	8%	91%	1%	100%
	Total	13%	86%	1%	100%
Total MSAs	Rent	18%	81%	1%	100%
	Own	9%	89%	2%	100%
	Total	13%	85%	1%	100%

In 2023, the equivalent of 67% of the region's housing units relied on piped gas for the primary or secondary heating, while 25% used electricity of which only 2% were heat pumps. Another 30% used other appliances including portable heaters, fireplaces, stoves, and appliances run on other fuels. Only a negligible 1% had no heating. The numbers in the table sum to more than 100% because many units have more than one heating source. The estimates are based on allocations from using Main House Heating Fuel as the control variable.

**Figure 8: Region Residential Heating by Fuel, 2023**

Source: AHS calculations

MSA	Tenure	Piped Gas Furnace	Piped Gas Wall/Floor Unit	Electric Furnace	Electric Heat Pump	Electric Wall/Floor Unit	Other	Total
Inland Empire	Rent	44%	12%	26%	1%	10%	21%	114%
	Own	72%	5%	15%	1%	2%	24%	119%
	Total	63%	7%	18%	1%	4%	23%	118%
LA-Orange	Rent	34%	22%	21%	2%	13%	31%	123%
	Own	68%	9%	16%	2%	4%	24%	123%
	Total	50%	16%	19%	2%	9%	28%	123%
Total MSAs	Rent	35%	20%	22%	2%	12%	29%	121%
	Own	69%	8%	16%	2%	3%	24%	122%
	Total	53%	14%	19%	2%	8%	27%	122%

## Affected Universe

The previous factors are used to estimate the universe of affected equipment:

- For water heaters, the replacement universe is calculated from the District housing stock numbers in Figure 3. The number of gas fired units in 2027 is then estimated by applying the distributions shown in Figure 7. The results estimate a total of 5.54 million replacement units in 2027 compared to 5.128 million (no date) in the District's DEA. New units are estimated from the new housing permit assumptions adjusted to housing starts and the portion within the District, or an additional 38,700 units beginning in 2027. Current state building code requires new units to be electric ready, but does not require consumers to buy these units. This approach assumes that current purchasing patterns are unlikely to shift significantly in the next 3 years, a reasonable assumption given the current consumer cost sensitivity due to the overall rise in costs of living and specifically soaring electricity prices in California. Consumers are assumed to buy units based on existing distributions due to cost concerns until they are forced to do otherwise.
- Space heating replacements are estimated in the same manner using Figures 1 and 8. These results are further broken down into single family detached and multi-family again using the PUF microdata. The results estimate a total of 4.34 million replacement units in 2027 compared to 5.238 million in the District's DEA, plus new units as estimated previously. Commercial units in spaces of less than 5,000 square feet are still likely to be subject to these provisions. An earlier staff estimate of 100,000 units is used for this aspect.

The reasons for the higher DEA estimate are unclear as there is no indication of how this number was determined, nor do the previous staff presentations on the proposed rule other than stating it was based on statewide estimates for 2020 from US Energy Information Administration (EIA). Using the EIA's source data—Residential Energy Consumption Survey (RECS) microdata—and applying it to the county housing numbers results in a somewhat lower estimate of 4.0 million units. Applying an alternative source—ACS 2023 microdata for the 4 counties—produces an equivalent number at 4.2 million. Consequently, the 4.22

million estimate is used in the analysis. Adjusting to the DEA's 5.238 million would increase the estimated annual average replacement costs by about \$500-\$600 million.

## Cost Estimates

Replacement cost estimates and the cost increments for new construction are based on data contained in: (1) Ramboll<sup>6</sup> in an attachment to SCG's October 17, 2024 Comments on Proposed Amendments to Rule 1111 and Rule 1121, (2) the October 3, 2024 comments from BizFed, and (3) where required, additional cost components based on discussions with HVAC contractors and various on-line construction cost estimating apps. Space heating costs are based on replacement/installation of the heating unit only and do not address combination heating/air conditioning units. The Ramboll energy cost estimates incorporate consideration of how different building types (i.e., single family vs. multi-family) affect the overall averages.

For water heaters, the BizFed analysis indicates that 120V models are highly unlikely to meet consumer demands in many situations, and that the higher cost 240V models will be required instead. The analysis uses a weighted average of the two based on the 2024 purchasing distribution in the most current staff presentation.<sup>7</sup> Energy costs are from the Ramboll analysis, with electricity costs increased in accordance with the updated December electricity price forecasts<sup>8</sup> from the Energy Commission.

Space heating costs similarly are taken from the SCG comment letter, with the multi-family component adjusted based on the Ramboll capital cost estimates. Annual energy use is taken from the Ramboll analysis.

**Figure 9: Cost Factors**

Sources: see text; \$2023

	Natural Gas				Heat Pump				
	Water Heater	SF Space Heating	MF Space Heating	Floor/Wall Heater	Water Heater 120 V	Water Heater 240 V	SF Space Heating	MF Space Heating	Floor/Wall Heater
Useful Life, Years	15	25	25	25	15	15	25	25	25
Capital Cost	\$1,700	\$6,600	\$4,500	\$4,000	\$4,400	\$31,100	\$24,100	\$16,700	\$27,300
Average Annual Fuel Costs, 2026-40	\$580	\$470	\$170	\$160	\$430	\$370	\$380	\$170	\$160

Replacements are assumed to follow a straight-line pattern based on equipment useful life. All numbers are adjusted to \$2023 as shown in Figure 9 using the GDP Implicit Price Deflator including projections from the Energy Commission. The capital costs (equipment plus installation) for replacements incorporate panel upgrades based on SCAQMD staff assumptions and the revised

<sup>6</sup> Ramboll, Comments on South Coast Air Quality Management District's (South Coast AQMD's) Cost-Effectiveness Calculations for Proposed Amended Rules (PAR) 1111 AND 1121, memo to Southern California Gas Company, October 16, 2024.

<sup>7</sup> California Energy Commission, Proposed Amended Rule 1111– Reduction Of NOx Emissions From Natural-Gas-Fired, Fan-Type Central Furnaces (PAR 111) and Proposed Amended Rule 1121– Control of Nitrogen Oxides From Residential Type, Natural Gas-Fired Water Heaters, Staff Presentation (PAR 1121), Public Consultation, March 6, 2025.

<sup>8</sup> California Energy Commission, California Energy Demand, 2024-2040, accessed March 2, 2025.

staff presentation, although this added expense likely will be required in a larger share of existing housing units. The actual cost also may be higher depending on the total amount of work required including potentially distribution upgrades given that much of this work will occur during a period when other electricity mandates are being made on housing.

For example, data provided by BizFed<sup>9</sup> using the results from two older multi-family projects in Orange County indicates per unit costs of \$37,106 to replace water heaters in a 500+ unit development and \$72,825 to replace both water heaters and furnaces in a 300+ unit development. Actual equipment costs were only \$4,780 in the first case, and \$18,443 in the second. These real-world results suggest actual costs especially for larger units may be 50% higher than what is shown in the table.

Rental housing stock in the region is also relatively older and more likely to need additional work prior to any replacement using a different energy source. Again using the AHS microdata, 63% of the region's rentals were built in 1979 or earlier compared to 57% of owner-occupied units. Overall, 83% of owner-occupied and 85% of rental units were built prior to increasing electricity demand in 2000<sup>10</sup> and beyond. While many units have been upgraded since being built, the overall age of the region's housing stock suggests the scale of further improvements that will be needed. Local rent control ordinances, by slowing the pace of capital improvement investments especially in Los Angeles County, likely add to this situation as well.

**Figure 10: Year Structure Built**

*Source: AHS calculations*

	Owner-Occupied	Rentals
1979 and earlier	57%	63%
1980 to 1999	26%	22%
2000 and later	17%	14%
Region	100%	100%

Using the factors shown in this section, the analysis presents two cost estimates based on the revised proposal: (1) cost of attaining the staff's proposed attainment schedule with an increasing share of non-NOx units over time and (2) the projected costs of the two proposed fees at their potential maximum level.

## Cost of the Proposed Fees

The costs of the proposed revisions to the rules are less than the previous mandate contemplated for these unit, but they still pose a significant cost burden to households in the District. Combining Figures 3, 7, 8, and 9, the estimated new housing component, and the proposed fees and target schedule results in average annual costs of \$306 million (\$2025). In order to determine the potential maximum level of these fees, the estimate covers replacement of NOx units only in cases

<sup>9</sup> BizFed, Decarbonization Presentation, SCAQMD Tour, October 4, 2024.

<sup>10</sup> After remaining relatively level, US Energy Information Administration data shows average household use began increasing in 1995 and continued growing through 2006. The AHS microdata, however, reports this data by decade in this time period rather than by year.



where subsidies cover the full incremental cost. Associated energy savings from those replacements would be negligible.

The total costs are equivalent to an average annual cost of \$48 per household in the district, but the payment of these costs will vary by household. Between 2027 and 2040, simultaneous replacement of a furnace and water heater would increase household costs by between \$1,450 to \$1,750, or an average of \$1,510 (\$2025). Owners would pay these fee costs directly. Renters experience it as upward pressure on their rent. Compared against median household income estimated from the 2023 ACS 1-year microdata through IPUMS.org, the effective result of the new fees would be a 1% tax on owner households and a 2% tax on renter households, as shown in Figure 11.

**Figure 11: Furnace/Water Heater Replacement as a Share of Median Income**

*Source: 2023 ACS accessed through IPUMS.org, calculations in text; \$2023*

	Median Household Income	Fee Costs	Percentage
Inland Empire			
Renter	\$60,000	\$1,443	2%
Owner	\$100,700	\$1,443	1%
LA-Santa Ana			
Renter	\$67,000	\$1,443	2%
Owner	\$126,900	\$1,443	1%
Total District			
Renter	\$65,000	\$1,443	2%
Owner	\$118,000	\$1,443	1%

The details of the analysis:

- The specifics of the fee revision are taken from the March 6 staff presentation. While the proposed fees differ from the District's previous manufacturer fees, they are an extension and in the case of the penalty component an expansion of fees that otherwise are scheduled to expire and are an added cost to housing in the District.
- While these fees have the potential to reimburse some households for their costs through proposed rebates, these subsidies to a few will be financed by fees that will raise costs for all, including potentially both to new compliant units and traditional gas-fired units sold within the District depending on how producers allocate these costs.
- The extent of the net effect is uncertain given that such subsidy programs tend to dissipate their potential reach due to administrative costs for collection, distribution, and tracking and other factors such as fraud. For example, a recent Congressional Research Service

report<sup>11</sup> identified \$247 billion in improper payments under 82 different loan, grant, credit, and other subsidy programs in the federal government in FY 2022.

- Such subsidies also tend to increase prices further, with sellers pricing to the subsidy as well as the market. For example, the rapid expansion of low-cost student loans is widely recognized as a major contributor to the equally rapid escalation in overall higher education costs. During the enactment process for the federal “Inflation Reduction” Act, electric vehicle producers tracked their announced price changes very closely to the changing level of the proposed vehicle tax credits as the bill progressed.
- Proposed levies on the producers by themselves will affect prices although the extent is frequently subject to debate. As an additional production/selling cost, sellers will seek to recover this item just as they would any other cost increase in their overall structure. The extent to which they will do so immediately or do over time will depend at any point on the overall market structure, whether they are in the role of a price taker or retain some ability to be a price setter. In this respect, however, the primary function of regulations like those being proposed is to shift this balance in their favor. By restricting the market or intervening in the market, regulatory actions restrict supplies and increase the price authority of those producers still willing to engage. California consumers have faced this situation repeatedly on many consumer and producer products due to state and local regulations including fuels, vehicles, landscape equipment, appliances, and other goods. More recently and broadly, regulatory restrictions during the pandemic severely restricted available supplies, leading to consumer and producer good shortages and resulting in a spike in inflation.
- Taking these factors into account, the total fee costs are based on the proposed fee schedule, with no potential adjustments in years sales are over the annual targets. The annual targets are taken as shown in the March 6 staff presentation. Total fee revenues available each year for subsidies are discounted by 20% to account for leakages due to administrative costs, fraud, and pricing to subsidies. The number of zero-NOx units in each year is assumed to be only those where the additional cost can be fully subsidized from available fee revenues, with consumers otherwise choosing lower-cost alternatives. This approach results in an estimate of the maximum level of fee revenues (assuming even distribution of all the factors) likely to result from the current proposal. The distribution among the subsidized unit types is based on the existing unit estimates by unit type.

## Costs of Proposed Attainment Schedule

While the proposal no longer would require the sale of zero-NOx units, the proposed compliance schedule represents the cost alternative being used to impose the substantial new fees and represents a base against future regulatory amendments could be developed. The costs embedded in the proposed compliance schedule to NOx units in the District are calculated by combining Figures 3, 7, 8, and 9 and the estimated new housing component. The associated fees imposed on NOx units consequently cover only the \$50/\$100 components, with the portion of revenues actually going to replacements netting out against the covered expenses and only the

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<sup>11</sup> Congressional Research Service, Improper Payments: Ongoing Challenges and Recent Legislative Proposals, December 10, 2024.

portion covered by leakages (see below) adding to the net costs. The resulting total average annual costs to meet the proposed compliance schedule is \$8.5 billion (\$2023) in the period 2027-2040. This number incorporates average annual capital costs of \$8.9 billion partially offset by \$362 million in average annual energy savings and \$3.8 million in fee costs.

**Figure 12: Average Annual Costs, 2027-2040**

*Sources: see text, \$2023 million*

MSA	Tenure	Replacement Capital Costs	New Capital Costs	Annual Energy	Net Fees	Total
Inland Empire	Rent	\$559.0	\$83.9	-\$26.0	\$0.3	\$617.2
	Own	1,412.0	219.2	-\$69.5	0.7	1,562.4
	Commercial	20.2		-\$0.9	0.0	19.3
	Total	\$1,991.2	\$303.1	-\$96.4	\$1.0	\$2,198.9
LA-Orange	Rent	\$2,993.2	\$281.9	-\$127.8	\$1.4	\$3,148.7
	Own	3,038.6	229.3	-\$136.8	1.4	3,132.5
	Commercial	20.2	0.0	-\$0.9	0.0	19.3
	Total	\$6,052.0	\$511.3	-\$265.5	\$2.8	\$6,300.5
Total District	Rent	\$3,552.2	\$365.9	-\$153.9	\$1.7	\$3,765.9
	Own	4,450.6	448.5	-\$206.3	2.1	4,694.9
	Commercial	40.3		-\$1.8	0.0	38.6
	Total	\$8,043.1	\$814.4	-\$361.9	\$3.8	\$8,499.4

This result works out to the equivalent of an average annual cost of \$1,300 per household in the District, but the distribution of those costs will vary widely by year. For example, an owner household facing replacement of both their furnace and water heater would face up to additional costs of \$45,700 for single family detached, while a renter could see rent pressures coming from \$38,300 for a multi-family unit.

**Figure 13: Furnace/Water Heater Replacement as a Share of Median Income**

*Source: 2023 ACS accessed through IPUMS.org, calculations in text*

	Median Household Income	Net Cost of Furnace & Water Heater Replacement	Percentage
Inland Empire			
Renter	\$60,000	\$38,300	64%
Owner	\$100,700	\$45,700	45%
LA-Santa Ana			
Renter	\$67,000	\$38,300	57%
Owner	\$126,900	\$45,700	36%
Total District			
Renter	\$65,000	\$38,300	59%
Owner	\$118,000	\$45,700	39%

While the potential cost pressure facing renters is nominally lower, the relative effect is much higher when considering income. Using median household incomes,<sup>12</sup> these figures translate into 59% of the median household income in 2023 for renters, and 39% for owners. The cost figures in

<sup>12</sup> From ACS 2023 1-year microdata analyzed through IPUMS.org.

Figure 12 are based on multi-family for renters and single-family for owners. And as indicated earlier, the costs for renters may be 50% higher depending on the age of their buildings.

For a broader demographic perspective, the incidence of the replacement costs (capital costs and energy savings) is estimated using the previous AHS demographic data. Households would face these costs both directly when they replace appliances and indirectly through additional upward pressure on rents.

By income level, households with incomes below \$50,000 would experience the largest share of costs at about 30% in both MSAs and the District, but this share is only slightly above the equivalent for those with incomes between \$100,000 and \$200,000. By relative incidence—using an indicator formed by dividing the share of cost incidence by the underlying share of households—households at the highest income levels will see costs at about 60% higher relative to their housing share, while the other income levels show fewer differences.

This pattern by relative incidence reflects prior trends and views on home heating costs. For many years, electric heating was often associated with lower income households and was considered an additional cost burden due to the relatively higher cost and consequent more infrequent use compared to lower cost natural gas. Replacing the existing NOx units would complete the turnaround in this economic development assumption, by extending this alternative to almost all households in the District.

**Figure 14: Incidence of Average Net Replacement Costs by Income & Tenure**

*Source: see text; average 2028-2040*

MSA	Tenure	\$50,000 & Below	\$50,001 to \$100,000	\$100,001 to \$200,000	\$201,000 & Above	Total
Inland Empire	Rent	48%	30%	18%	5%	100%
	Own	25%	25%	33%	16%	100%
	Total	31%	26%	29%	13%	100%
LA-Orange	Rent	41%	30%	23%	7%	100%
	Own	20%	23%	33%	24%	100%
	Total	30%	26%	28%	16%	100%
Total District	Rent	42%	30%	22%	7%	100%
	Own	22%	24%	33%	21%	100%
	Total	30%	26%	28%	15%	100%

By ethnicity and race, Latinos and non-Latino Whites are likely to experience the highest incidence of the replacement costs at about the same level, but with Latinos subject more to rent pass-throughs and non-Latino Whites more from direct purchases of this equipment. Using the relative impact indicator, non-Latino Blacks are significantly more vulnerable to these costs, with non-Latino Black homeowners in the District facing potential costs 200% higher than their relative share of housing and renters in LA-Orange MSA at 21% higher. While Asian/PI households also face significantly higher cost impacts near these levels in the Inland Empire, their overall relative incidence in the District is only half their share of housing.

**Figure 15: Incidence of Average Net Replacement Costs by Ethnicity/Race & Tenure**

Source: see text; average 2028-2040

MSA	Tenure	Latino	White	Black	Asian/PI	Other	Total
Inland Empire	Rent	51%	28%	6%	13%	2%	100%
	Own	40%	42%	8%	8%	1%	100%
	Total	43%	38%	7%	10%	1%	100%
LA-Orange	Rent	45%	30%	13%	10%	2%	100%
	Own	30%	42%	23%	5%	1%	100%
	Total	37%	36%	18%	7%	1%	100%
Total District	Rent	46%	29%	12%	11%	2%	100%
	Own	33%	42%	18%	6%	1%	100%
	Total	39%	37%	15%	8%	1%	100%

There are no substantial differences by nativity. Except for minor differences, the distribution of costs largely follows the overall share of housing for each group.

**Figure 16: Incidence of Average Net Replacement Costs by Nativity**

Source: see text; average 2028-2040

MSA	Tenure	Native Born	Foreign Born, Not a Citizen	Foreign Born, Naturalized	Total
Inland Empire	Rent	69%	19%	12%	100%
	Own	73%	8%	18%	100%
	Total	72%	11%	17%	100%
LA-Orange	Rent	59%	24%	17%	100%
	Own	62%	9%	29%	100%
	Total	60%	16%	24%	100%
Total District	Rent	60%	23%	17%	100%
	Own	66%	9%	26%	100%
	Total	63%	15%	22%	100%

## Economic & Fiscal Effects

The economic and fiscal effects of the proposed rules were evaluated through the following steps:

- Analysis is done through the IMPLAN<sup>13</sup> input/output model for California using 2023 input/output data. The core analysis region is composed of the four counties wholly or partially within the District.
- Inputs used are the average annual amounts from the following factors during the 2027-2040. The incremental fee cost and the incremental capital cost component net of energy savings in general are treated as the equivalent of a tax increase affecting household

<sup>13</sup> For more information on the IMPLAN modeling process, go to IMPLAN.com.

spending. Changes in energy costs are entered as output changes to the two affected industries.

- Changes to other industries may be possible but will be less significant and are not included in the analysis. Contracting services may increase depending on the complexity of the change-outs, but the majority of these costs will still be incurred regardless of whether the units being installed are gas-fired or electric. Margins for the affected retail and wholesale industries also are assumed to be a wash.
- Fees under the proposed amendments are assumed to be paid annually directly by homeowners and on a pass-through basis by renters through allowable rent increases.
- In assessing the potential effects of the proposed compliance schedule, the higher cost of the mandated replacements likely means most of these purchases would be financed. For homeowners, the annual capital costs are transformed into annual cash payments assuming 20% cash purchases and 80% financed at a real rate of 7% (based on a mix of the lower range of current rates for second mortgages and dealer financing, good credit score) over 5 years.
- The estimates for renters depend on a far greater number of factors. In an otherwise functioning market environment, the additional costs in essence would operate as a tax and shift the supply function to the left. Because supply is highly inelastic at the current range in the region, the result would be to shift most of this additional cost to renters. Demand in the region also is sticky, but in at least the intermediate period is subject to some fluctuation through renter response such as increased overcrowding above the region's already high rates, migration to lower cost regions and states, and in extreme circumstances additional homelessness. Generalized rent pressures can be calculated through a number of means, such as the loan payment approach used above and through more generalized cap rate approaches.

Markets in the region, however, are not fully functioning. Recent state rent control limits allowable annual increases depending on the age of the property. Several localities especially in Los Angeles County have their own local ordinances. For example, the City of Los Angeles in addition to annual increase limits also restricts capital expenditure pass-throughs to only half the amount spread over 5 years. While these are regulatory limits, the actual effect again can differ. Landlords may respond to these limits by deferring other planned improvements, extending the period under which rent pass-throughs would be imposed. The remaining capital expense would also remain as a price pressure, leading landlords to impose the maximum allowable increases in future years.

Taxes also play a role. These expenses currently may be subject to Section 179 expensing up to specified limits, and landlords could be expected to schedule replacements based on maximizing tax benefits. This provision may or may not be extended in the current federal tax legislation. The remainder that is not expensable is subject to MACRS depreciation over 27.5 years, with any undepreciated amounts recoverable in the certainty that any such equipment would subsequently be replaced again before the end of this period.

To simplify the calculations and present more of a worst case/conservative approach, the Los Angeles restrictions are applied. Half of the cost is allocated to households over a period of 5 years, with the remainder allocated to the rental industry. All energy savings are applied to households, although some leases incorporate utilities as being paid through the monthly rent.

- Commercial capital costs are similarly treated as price increases on households. The annual amount is estimated through a similar set of assumptions as for homeowners.
- The proposed fee costs are also treated as price increases on households, with the fees passed on to the price of the affected units.

**Figure 17: Average Annual Economic Impacts, Fee Proposal, 2027-2040**

*Source: IMPLAN calculations, \$2025 million*

	Employment	Labor Compensation	Regional GDP	Sales
Direct	0	-\$0.7	-\$1.4	-\$1.1
Indirect	0	-0.1	0.3	0.7
Induced	-1,800	-118.1	-231.4	-358.7
Total	-1,800	-\$118.9	-\$232.5	-\$359.2

The results are shown in Figure 17. Including the impacts on the rest of California assessed through a multi-regional input/output (MIRO) approach, the fees under the revised regulation proposal would reduce jobs by 1,800, labor compensation (wages, salaries, and benefits) by \$118.9 million, regional GDP by \$232.5 million, and regional sales by \$359.2 million. These are annual amounts based on the average annual costs during 2028-2040 and are shown in \$2025.

**Figure 18: Average Annual Fiscal Impacts, Replace All NOx Units, 2028-2040**

*Source: IMPLAN calculations, \$2025 billion*

	Local	State	Total
Direct	-\$0.3	-\$0.2	-\$0.5
Indirect	0.1	0.0	0.1
Induced	-12.7	-14.8	-27.5
Total	-\$12.9	-\$15.0	-\$27.9

The associated fiscal impacts are shown in Figure 18. Combined, the economic impacts would translate into annual local and state taxes being lower by \$27.9 million.

While no longer mandated in the proposed amendments, meeting the compliance schedule shown in the latest draft would have substantially larger effects on the regional economy. Annual job losses would be 36,500, labor compensation lower by \$2.5 billion, regional GDP lower by \$6.2 billion, and sales down by \$8.4 billion. Local and state revenues would be reduced by a total of \$876 million annually.



**Figure 19: Average Annual Economic Impacts, Compliance Schedule, 2027-2040**

Source: IMPLAN calculations, \$2025 million

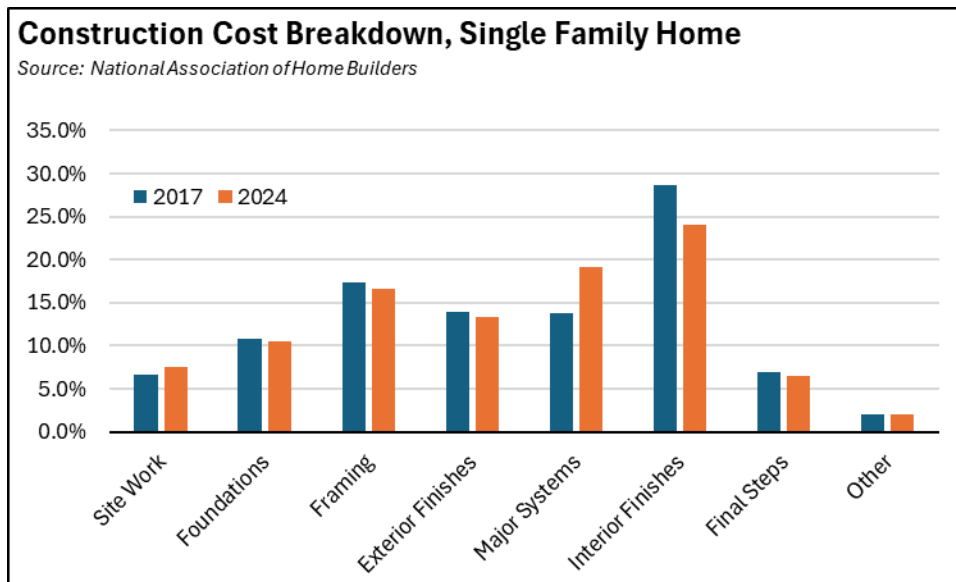
	Employment	Labor Compensation	Regional GDP	Sales
Direct	-3,900	-\$0.3	-\$2.1	-\$2.1
Indirect	-1,600	-0.1	0.0	0.1
Induced	-31,000	-2.1	-4.1	-6.3
Total	-36,500	-\$2.5	-\$6.2	-\$8.4

**Figure 20: Average Annual Fiscal Impacts, Compliance Schedule, 2027-2040**

Source: IMPLAN calculations, \$2025 million

	Local	State	Total
Direct	-\$222.8	-\$199.0	-\$421.8
Indirect	17.1	11.4	28.4
Induced	-222.3	-260.1	-482.4
Total	-\$428.0	-\$447.7	-\$875.8

## Housing Impacts



The proposed regulations add further cost pressures to the largest source behind increasing construction cost and consequently housing prices over the last 7 years. Based on national data from the annual National Association of Home Builders (NAHB) surveys, mechanical systems (plumbing, electricity, and HVAC) have risen from the 4<sup>th</sup> largest component at 13.8% of total construction costs in 2017 (when California's housing market recovered from the 2008 price shocks), to 2<sup>nd</sup> largest at 19.2% in the latest data for 2024. Overall, these systems accounted for 26% of the overall construction cost rise. The proposed regulations will increase them even further.

To put the proposed fees in another context, Figure 21 compares the average fees to median housing costs for households replacing both their furnace and water heater with gas units. Nothing else would change, only the additional fees that would have to be paid because the housing was within the District. As indicated, these fees amount to three-quarters of what renters paid in monthly housing costs in 2023, and just slightly less for homeowners.

**Figure 21: Proposed Fees vs. Monthly Housing Costs, Replace Furnace & Water Heater**

*Source: ACS 2023 analyzed through IPUMS.org, previous calcs*

	Monthly Housing Cost	Fee, Both Units	Percent
Rent	\$1,948	\$1,440	74%
Own	\$2,214	\$1,440	65%

## Other Considerations

- Energy cost numbers are based on estimates and projections contained in the various source documents. However, natural gas prices are now expected to fall while electricity prices remain on a continuous rise. The recent projections from EIA<sup>14</sup> expect residential natural gas prices to fall 3.3% in real terms between 2024 and 2026 in the Pacific states.
- The energy prices used in the cited documents generally use average electricity rates. The state, however, is pushing time-of-use electricity prices as a conservation designed in part to cope with concerns over energy reliability engendered by the state's overall energy policies and building restrictions. This provision likely will push energy use more into the higher cost periods especially for households with two earners.
- Spillover effects on prices are not likely in most of the region as all or nearly all of housing in three of the counties will be subject to these rules. San Bernardino is the exception, with about a quarter of the housing lying outside the District's boundaries and is otherwise relatively isolated from other retail centers. This diminished market size combined with price increases coming from the mandated offerings in the District portion are likely to have at least some spillover effect on these households as well.

<sup>14</sup> US Energy Information Administration, Short Term Energy Outlook, February 25, 2025.

## ABOUT THE AUTHOR

Michael Kahoe brings over 40 years of high-level public and private sector experience in developing objective data and analysis on a wide range of public policy initiatives and development proposals. With 15 years experience in California State government and additional service with local governments, he has an in-depth familiarity with the workings of State government, and a record of managing initiatives beginning with policy development and continuing through legislation, regulation, and administrative phases.

Michael's positions with the State include Deputy Cabinet Secretary in the Governor's Office, where he had overall responsibility the environmental, energy, agriculture, and business regulation programs. He also had responsibility for federal issues affecting those agencies, including state agency lobbying of Congress and federal agencies, service on numerous federal advisory committees, and California's participation in Western Governors' Association and Border Governors' Association. Prior to that, he was one of the key staff that created the California Environmental Protection Agency, subsequently serving as Deputy Secretary and Chief of Staff with responsibility over all legislation, regulation, and the Agency's policy and program initiatives. As Assistant Secretary of the former Environmental Affairs Agency, he had responsibility over the Agency's boards and permitting for major coastal and offshore developments.

After leaving state service, he has provided economic and policy consulting to a variety of public and private clients. This work currently includes serving as Policy Consultant to California Business Roundtable and its associated California Center for Jobs and the Economy. Previously, he held senior management positions with Bay Area consulting firms providing economic, permitting, and environmental services.

Michael has an MA in Economics from UC Santa Barbara, MBA in Finance from UC Berkeley, and BA in Social Relations from Immaculate Heart College.



South Coast Air Quality Management District

***\*UPDATED NOTICE\****

**Proposed Amended Rule 1111**

***Reduction of NO<sub>x</sub> Emissions from Natural Gas-Fired Furnaces***

**Proposed Amended Rule 1121**

***Reduction of NO<sub>x</sub> Emissions from Residential Type, Natural Gas-Fired Water Heaters***

The South Coast Air Quality Management District (South Coast AQMD) has published an updated Notice of Public Hearing for June 6, 2025, when the Governing Board will consider the adoption of Proposed Amended Rule 1111 – Reduction of NO<sub>x</sub> Emissions from Natural Gas-Fired Furnaces (PAR 1111) and Proposed Amended Rule 1121 – Reduction of NO<sub>x</sub> Emissions from Residential Type, Natural Gas-Fired Water Heaters (PAR 1121). PAR 1111 and PAR 1121 have been revised to provide flexibility and consumer choice. This Notice of Public Hearing has been updated to reflect the deadline of June 3, 2025, for the June 6, 2025 Public Hearing on PAR 1111 and PAR 1121 regarding comment materials to the Clerk of the Board.

The Notice of Public Hearing is available online through the following link:

- [Notice of Public Hearing](#) - June 6, 2025 (subject to change)

For more information on PAR 1111 and PAR 1121, please visit the following links:

- [Myths vs Facts - Understanding the Proposed Space and Water Heating Appliance Rules \(1111/1121\)](#)
  - [Space and Water Heating Clearinghouse Webpage](#)
- 

For more information, please contact:

Jen Vinh (PAR 1121)  
(909) 396-2148  
[JVinh@aqmd.gov](mailto:JVinh@aqmd.gov)

Peter Campbell (PAR 1111)  
(909) 396-3185  
[PCampbell@aqmd.gov](mailto:PCampbell@aqmd.gov)

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For more information, please visit the [1111 and 1121 Proposed Rules Page](#).

**Americans with Disabilities Act and Language Accessibility**

Disability and language-related accommodations can be requested to allow participation in the Governing Board meeting. The agenda will be made available, upon request, in appropriate alternative formats to assist persons with a disability (Gov. Code Section 54954.2(a)). In addition, other documents may be requested in alternative formats and languages. Any disability or language-related accommodation must be requested as soon as practicable. Requests will be accommodated unless providing the accommodation would result in a fundamental alteration or undue burden to the South Coast AQMD. Requests can be sent to the Clerk of the Boards, South Coast AQMD, 21865 Copley Drive, Diamond Bar, CA, 91765-4178, at (909) 396-2500 (for TTY, 909-396-3560) from 7:00 a.m. to 5:30 p.m., Tuesday through Friday, or send the request to [cob@aqmd.gov](mailto:cob@aqmd.gov).

**MEMORANDUM  
CITY OF CHINO  
POLICE DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 20, 2025

**TO:** LINDA REICH, CITY MANAGER  
**FROM:** KEVIN MENSEN, CHIEF OF POLICE

**SUBJECT**

Renewal of Live Entertainment Permit – The Patio Grill & Cantina.

**RECOMMENDATION**

Approve the renewal for a Live Entertainment Permit for the Patio Grill & Cantina at 13511 Central Ave, for a period of 12 months, subject to quarterly review of satisfactory compliance with terms, conditions, and restrictions of the permit.

**FISCAL IMPACT**

There is no financial impact.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service

Revenue:	Expenditure:
Transfer In:	Transfer Out:

### **BACKGROUND**

Jose Luis Guerrero and Blanchy Arriaza, the owners of The Patio Grill and Cantina located at 13511 Central Ave., submitted an application for a new Live Entertainment Permit. The request is for live music 3-piece band on Tuesdays between the hours of 4:00 p.m. and 11:30 p.m.; Fridays and Saturdays between the hours of 4:00 p.m. and 12:00 a.m. and Sundays between the hours of 4:00 p.m. and 10:00 p.m.

### **ISSUES/ANALYSIS**

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

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

Attachment: The Patio Grill & Cantina - Terms, Conditions, and Restrictions- Live Entertainment



## **Chino Police Department**

### **Terms, Conditions and Restrictions – Live Entertainment**

**Applicant:** The Patio Grill & Cantina

**Address:** 13511 Central Avenue, Chino, CA 91710

**Scope of Live Entertainment:** Live Entertainment on Tuesdays between the hours of 4:00 p.m. – 11:30 p.m.; Fridays and Saturdays between the hours of 4:00 p.m. and 12:00 a.m.; Sundays between the hours of 4:00 p.m. and 10:00 p.m.

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

15. No closures or traffic control in the public right of way.
16. No event signage in the public right of way.
17. Obey all traffic laws.
18. Do not block access or drive aisles into or out of any businesses.
19. No amplified music permitted.
20. Any modification to the Live Entertainment frequency shall require review and approval by City staff.
21. The permittee shall not allow any music, spoken word, or other entertainment that includes violence or vulgar disrespect toward any ethnic group, gender, sexual orientation, or religious affiliation.
22. This facility is prohibited from having "Adult-oriented Performers" or allowing any guests to be "Nude" or in a "state of nudity" or "Semi-nude" or in a "state of semi-nudity." This includes the display of undergarments and the display of breasts or genitals through wet clothing.
23. The facility will be subject to inspection by designated City officials at any time food service is being provided; regardless if the event is open to the public.
24. All said conditions are applicable to dining and entertainment open to both the public as well as private parties.
25. All violations of the terms, conditions, and restrictions may result in the Chief of Police revoking this permit.

### **Acknowledgement of Terms, Conditions and Restrictions**

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Notice of Completion – Restoration of City Park Restrooms.

**RECOMMENDATION**

Accept the Restoration of City Park Restrooms with New Millennium Construction Services, Contract No. 2024-105 as complete; and authorize the Director of Public Works to file the Notices of Completion.

**FISCAL IMPACT**

Renovations were completed within the City Council approved budget. The remaining contract balance of \$336,804, will be returned to the General Fund balance.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3607220-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

**BACKGROUND**

The Public Works Services Division is responsible for overseeing the upkeep of fourteen (14) public parks across the City, ten (10) of which have restroom facilities. Routine maintenance of these facilities is conducted through a series of inspections, including trash and graffiti removal in the mornings, light cleaning and restocking of supplies throughout the day, and a more thorough sanitizing and restocking process at dusk. Over time, daily inspection reports highlighted the deteriorating conditions of these restrooms, with concerns about aging fixtures, damaged interior paint, and worn-out flooring, prompting the need for comprehensive renovations. At that time, the objective was to renovate the restroom facilities using materials that matched the existing ones, ensuring a seamless integration into the park's aesthetics. The goal was to create a functional yet visually appealing space that would enhance the overall park experience for visitors. By maintaining consistency in the materials used, the renovation would preserve the park's aesthetic charm, offering patrons a clean and welcoming environment. This approach was intended to balance both practicality and design, ensuring the park's amenities were both modernized and well-integrated into the surrounding landscape.

On July 18, 2023, the City Council awarded a contract to New Millennium Construction Services for the restoration of City Park restroom facilities for \$538,985.55 and \$107,797 for extraordinary work for a total contract amount of \$646,782.55. The original scope of work focused on renovating 11 facilities across eight different parks, including the Chino transit center located on 6<sup>th</sup> Street and Chino Avenue. The proposed renovations included replacing all fixtures (i.e. replacing toilets, urinals, sinks, hand dryers, mirrors, interior painting, and resurfacing the floors.) The following restroom facilities were originally scheduled to be renovated:

1	Villa Park (2)
2	Cypress Trails Park (2)
3	Heritage Park (2)
4	Mountain View Park (2)
5	Community Garden Park (2)
6	Liberty Park (2)
7	Shady Grove Park (2)
8	Ayala Park [Restrooms A-C] (7)
9	Transit Center (1)

( ) notates number of restrooms, male/female/family, within the park/facility

**ISSUES/ANALYSIS**

During the renovation, it became apparent that the restroom facilities required more than just cosmetic updates. A remodel plan compliant with the Americans with Disabilities Act (ADA) was necessary and was submitted to the Building Department for review and approval. The ADA improvement elements included removing block partitions, relocating grab bars, installing accessible sinks, adding baby-changing stations, and adjusting stall sizes to accommodate individuals with disabilities. Below is a summary of the costs for the five park facilities that were completed.

Park Site	Base Bid	Extraordinary	Total
Villa Park	\$54,609.90	\$22,057.00	\$76,666.90
Cypress Trails Park	\$54,185.93	\$23,394.93	\$77,580.86

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: NOTICE OF COMPLETION - RESTORATION OF CITY PARK RESTROOMS.

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Heritage Park	\$55,633.88	\$22,027.76	\$77,661.64
Mountain View Park	\$42,914.02	\$12,795.26	\$55,709.28
Community Garden Park	\$23,536.20	\$0.00	\$23,536.20
<b>Grand Totals:</b>	<b>\$230,879.93</b>	<b>\$80,274.95</b>	<b>\$311,154.88</b>

The initial funding was not sufficient to improve all eleven parks' restrooms due to the improvements needed on the first five parks to meet ADA standards. The City utilized \$80,274.95 of the extraordinary funds to complete the renovations. The remaining restroom facilities will also require updated plans to incorporate the ADA compliant accessible restrooms. Since only five of the originally intended eleven (11) facilities were successfully renovated, the remaining balance of \$336,804.48 from the allocated funds will be returned to the General Fund. Staff recommends re-programming the remaining restroom renovation as a Capital Improvement Program project with architectural plans approved by the Building Division.

New Millennium has satisfactorily completed five parks within the project budget and complied with the terms of the contract. The required manufacturers and installation warranties are currently on file with the City. As a result, a Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office.

Attachment: Notice of Completion - NMCS

**RECORDING REQUESTED BY**

City of Chino  
Public Works Department  
P.O. Box 667  
Chino, CA 91708

**AND WHEN RECORDED MAIL TO**

City Clerk  
City of Chino  
P.O. Box 667  
Chino, CA 91708-0667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN#: See Attached Exhibit A**NOTICE OF COMPLETION**

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

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Chino
3. The full address of the undersigned is 13220 Central Avenue, Chino, CA 91710
4. The nature of the title of the undersigned is: In fee (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

(If no transfer made, insert "none")

7. A work of improvement on the property hereinafter described was completed on January 27, 2025
8. The name of the contractor, if any, for such work of improvement was:  
New Millennium Construction Services, Inc., Chino Hills, CA 91709  
(If no contractor for work of improvement as a whole, insert "none")
9. The property on which said work of improvement was completed is in the City of Chino, County of San Bernardino, State of California, and is described as follows:

Restoration of City Park Restrooms

10. The street address of said property is See attached Exhibit A  
(If no street address has been officially assigned, insert "none")

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2:

Hye Jin Lee, Public Works DirectorDATE: 5-20-2025**CERTIFICATION FOR NOTICE OF COMPLETION**

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

I HEREBY CERTIFY that I am the Director of Public Works for the City of Chino. I have read the foregoing Notice of Completion and know the contents thereof; and I certify that the same is true of my own knowledge.

I declare under penalty of perjury, that the foregoing is true and correct. Executed on May 20, 2025, at City of Chino, California

Hye Jin Lee  
Director of Public Works

EUNICE M. ULLOA  
Mayor



KAREN C. COMSTOCK  
CHRISTOPHER FLORES  
MARC LUCIO  
Council Members

CURTIS BURTON  
Mayor Pro Tem

DR. LINDA REICH  
City Manager

## CITY of CHINO

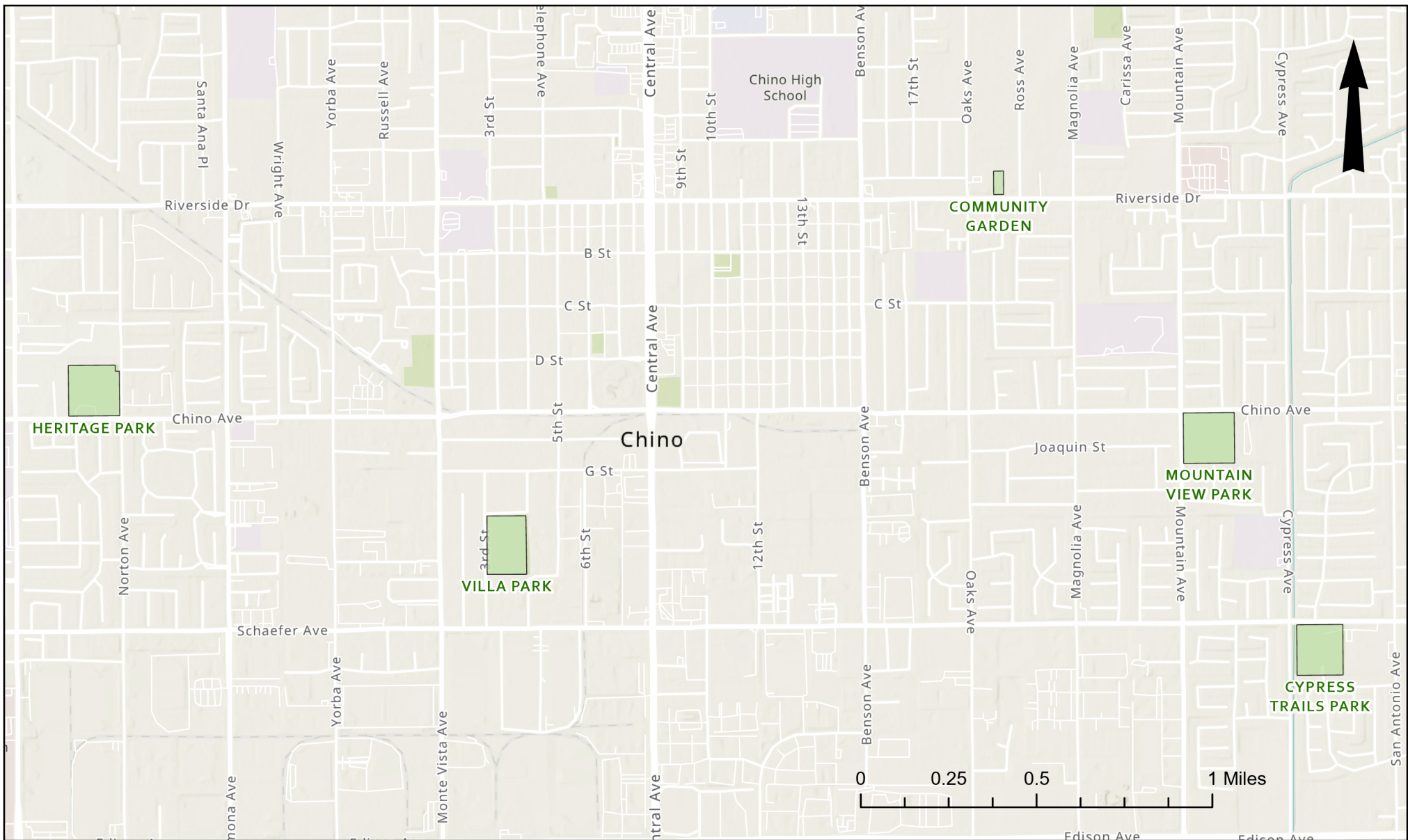
### Exhibit A

#### **Restoration of City Park Restrooms**

1. Villa Park – 13513 Third Street, Chino, CA 91710
  - a. APN #102062101000
2. Cypress Trails Park – 6571 Schaefer Avenue, Chino, CA 91710
  - a. APN #105301102000
3. Heritage Park – 4250 Chino Avenue, Chino, CA 91710
  - a. APN #1019244020000
4. Mountain View Park – 13351 Mountain Avenue, Chino, CA 91710
  - a. APN # 1020387030000
5. Community Garden – 5894 Riverside Drive, Chino, CA 91710
  - a. APN # 1015541300000







## Vicinity Map

# Restoration of City Park Restrooms



**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

**FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR**

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**SUBJECT**

Amended Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 to 2029/2030.

**RECOMMENDATION**

1) Adopt Resolution No. 2025-019, approving an amendment to the Measure I Five-Year Capital Project Needs Analysis (CPNA) for Fiscal Years 2025/2026 to 2029/2030 to reallocate Measure I Arterial funds and reflect previously unreimbursed costs for the Pine Avenue Connector Project ST061 and State Route (SR) 71 Interchange Project ST204; 2) approve the accompanying correction memorandum, which documents the reconciliation of Measure I arterial expenditures and outlines the use of General Fund balance, and formalizes funding allocations to ensure transparency, compliance with Measure I requirements, and readiness for audit review; and 3) authorize the City Manager to execute all the necessary documents on behalf of the City.

**FISCAL IMPACT**

Approval of the CPNA amendment and correction memorandum reallocates Measure I Arterial funds to the appropriate fiscal years, corrects prior programming discrepancies, and preserves eligibility for reimbursement through the San Bernardino County Transportation Authority (SBCTA). Following Council approval, the Finance Department will make administrative adjustments to the Pine Avenue Connector Project ST061, which will reduce the General Fund balance in FY 2024-25 by \$511,812.94. There is sufficient available General Fund balance for this transaction. While prior-year ledger entries remain unchanged, the approved documents will serve as the formal audit and reimbursement record. This action protects the City's ability to recover eligible costs, ensures compliance with Measure I program requirements, and maintains audit readiness.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Financial Stability
- Positive City Image
- Responsible Long-Range Planning

Revenue:	Expenditure: Accounts are listed on the Corrective Memorandum attached
Transfer In:	Transfer Out:

## **BACKGROUND**

Measure I is a half-cent sales tax approved by San Bernardino County voters to fund transportation improvements across the region. Originally passed in 1989 and renewed in 2004, Measure I 2010–2040 provides continued financial support for regional mobility initiatives.

The Measure I 2010–2040 Expenditure Plan includes the Valley Major Street Program, which funds regional arterial projects identified in the San Bernardino County Transportation Authority (SBCTA) Nexus Study. The Nexus Study establishes a cost-sharing framework for transportation infrastructure and determines project eligibility for Measure I funding. To qualify for Measure I funds, or for State and Federal transportation funds administered by SBCTA, projects must be listed in the Nexus Study and fall under either the Major Street Arterial or Interchange Sub-Programs.

In addition, the Measure I Strategic Plan requires each local jurisdiction to annually adopt a five-year Capital Projects Needs Analysis (CPNA). The CPNA identifies transportation project needs by fiscal year, including anticipated funding sources, funding amounts, and implementation timelines. SBCTA relies on this information to evaluate cash flow requirements for the Valley Freeway Interchange and Major Arterial Streets Programs and for its annual budget planning. The CPNA and a corresponding Council resolution must be submitted to SBCTA no later than September 30 of each year.

The CPNA is a critical tool for maintaining eligibility for Measure I reimbursements. Local agencies must actively monitor their allocation balances and projected revenues to ensure expenditure stays within available funding.

On September 17, 2024, the City Council approved the City's annual CPNA report in compliance with the Measure I 2010–2040 Strategic Plan. Following Council approval, staff conducted a reconciliation of previously incurred Measure I Arterial expenditures. This review identified programming discrepancies that could affect the City's ability to seek reimbursement for key regional infrastructure projects such as the Pine Avenue Connector and State Route 71 (SR 71) Interchange Improvements, which will be discussed in greater detail in the Issues and Analysis section of this report.

To address the reconciliation findings, staff recommends amending the CPNA report to reallocate Measure I Arterial funds to the correct fiscal years and accurately document eligible expenditures. A corrective memorandum will accompany the amendment, summarizing the findings, referencing this Council action, and outlining the appropriate cost share allocations. This action will enable the City to pursue reimbursement from SBCTA for eligible expenditures incurred between 2020 and 2025. Due to the absence of timely reimbursements, the City's General Fund was required to temporarily backfill the negative balance in the Measure I Arterial Fund 328, resulting in a reduction in General Fund balance.

While retroactive adjustments to the City's general ledger are not feasible, the amended CPNA report, staff report, and memorandum will together establish the formal administrative record necessary to correct past allocations and support current and future reimbursement efforts. This action ensures compliance with Measure I requirements and maintains a transparent audit trail.

## **ISSUES/ANALYSIS**

The Pine Avenue Connector Project is included in the Federal Transportation Improvement Program (FTIP), which identifies transportation projects planned for implementation in alignment with regional transportation planning efforts / priorities and air quality standards. The Project

consists of widening Pine Avenue from two to four lanes between Euclid Avenue and El Prado Road and constructing a new four-lane extension from El Prado Road to State Route 71 (SR-71). The Project has remained in the preliminary engineering and design phase for over a decade due to significant regulatory review challenges, such as:

1. The interchange improvements necessitated at SR-71 and Pine Avenue requires Caltrans and City of Chino Hills review and collaboration.
2. The initial design proposed a raised bridge approach with fill dirt as high as 60'. The United States Army Corps of Engineers (USACE) raised concerns with the amount of soil import required to raise the proposed road and the environmental impacts associated with creating a dam structure in a flood prone inundation area.
3. Concerns by Southern California Edison (SCE) associated with access to its distribution towers for maintenance.
4. Santa Ana Watershed Project Authority (SAWPA) having its brine line buried under the proposed earth-filled structure.
5. Establishing consensus among multiple agencies on a safe design speed and posted speed necessary for a regionally critical mobility route.

To address these challenges, City staff has extensively collaborated with the City of Chino Hills, the San Bernardino County Transportation Authority (SBCTA), and Caltrans to develop a bridge concept that aligns with regional planning efforts and agency requirements. This preliminary concept has the support of the key stakeholders, allowing the City to advance to the next phases of preliminary design and environmental clearance.

In October 2024, Public Works presented a revised Project design to the Infrastructure Committee, proposing a bridge structure to minimize environmental impacts and provide a clear path forward. Due to this design pivot, a new Request for Proposals (RFP) is necessary to procure updated design services.

Staff have actively advanced the RFP process to align with the Project's revised scope, which now includes the preparation of an Environmental Impact Report (EIR). The EIR will provide a comprehensive analysis of Project impacts and mitigation measures, ensure greater opportunities for community input, and establish a legally defensible environmental document. Under the California Environmental Quality Act (CEQA), challenges to the Project can only be pursued through litigation following the EIR's certification.

In 2024, a Caltrans audit revealed that the City's preliminary engineering and design agreement with Huitt-Zollars expired in 2020 (during COVID pandemic). As a result, approximately \$1,529,549 in federal expenditures incurred between 2020 and 2024 under the Safe Accountable Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) were deemed ineligible for reimbursement. The City repaid this amount to Caltrans using a combination of sources, including the General Fund, Preserve Circulation Development Impact Fees (DIF), and Measure I Arterial funds. Expenditures funded through DIF and Measure I are not considered throwaway costs, as they will carry forward into the revised design and continue supporting project delivery. It should also be noted that, through the efforts of Congresswoman Norma Torres, the repayment amount was restored to the SAFETEA-LU budget and is now available for future use on the "new" Pine Avenue Connector Bridge Project ST261.

An internal reconciliation also identified additional discrepancies between 2022 and 2025, including expenditures that were mistakenly charged to the Pine Avenue Connector Project under Fund 328 (Measure I Arterial) instead of the Pine Avenue Repair Project. Costs related to federal advocacy consultant services were likewise misallocated to the project under Fund 328 and should have been funded through a general line item and backfilled by the General Fund. These discrepancies, along with other misallocations, will be corrected in the forthcoming memorandum accompanying the CPNA amendment.

Because these expenditures were charged to Fund 328 following the lapse of the professional services agreement and the expiration of SAFETEA-LU funding, the associated costs are now subject to the cost-sharing allocations outlined in the City's CPNA Annual Report. The corrected budget for the Pine Avenue Connector Project (ST061) will guide the Finance Department's adjustments and serve as the basis for future reimbursement requests to SBCTA.

Separately, the City's Capital Improvement Program (CIP) includes the SR-71 Interchange Improvements Project (ST204), with expenditures dating back to 2020. Upon review, staff determined that many of these costs were charged to Fund 328 (Measure I Arterial) without the required cost-sharing between Measure I and DIF. Because retroactive adjustments to the City's General Ledger are not feasible, this report and the accompanying correction memorandum will document the necessary funding reallocations to support reimbursement eligibility.

As part of ongoing coordination with SBCTA, City staff also explored options to include the SR-71/Pine Avenue ramps in the Measure I Nexus Study. Although these improvements are not currently listed under the Arterial or Interchange Programs, SBCTA confirmed they may be added to the Arterial List as part of the Pine Avenue Connector Bridge concept. Because the interchange improvements and the connector bridge are functionally interrelated and cannot be delivered independently, their combined implementation is essential, making them eligible for Measure I funding, and providing a viable path to support the expanded project scope.

SBCTA has requested that the City submit an updated funding plan, a revised project schedule, and a copy of the regional traffic study prepared to support future federal funding efforts. City staff is compiling this information to maintain active coordination with SBCTA and ensure all programming and funding opportunities remain available for this critical regional improvement.

The Pine Avenue Connector / Bridge Project ST261 remains a top regional transportation priority for the City. While prior funding and administrative challenges have required corrective action, the steps now being taken include the closeout of the original project ST061, reconciliation of expenditures, and establishment of a new project framework will position the City to pursue future reimbursement, maintain compliance with funding agency requirements, and advance the project toward environmental clearance and implementation. Staff will also submit the necessary documentation to SBCTA to request reimbursement of eligible Measure I Arterial expenditures before the close of the current fiscal year.

Attachments: Resolution No. 2025-019  
Corrective Memorandum

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: AMENDED MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR  
FISCAL YEARS 2025/2026 TO 2029/2030.

PAGE: 5

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**RESOLUTION NO. 2025-019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, STATE OF CALIFORNIA, ADOPTING THE AMENDED MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2025/2026 THROUGH 2029/2030**

WHEREAS, San Bernardino County voters approved the passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plan set forth in San Bernardino County Transportation Authority's Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Chino hereby adopts the Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030, attached to this Resolution as Exhibit A.

APPROVED AND ADOPTED THIS 20<sup>th</sup> DAY OF MAY 2025.

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EUNICE ULLOA, MAYOR

ATTEST:

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NATALIE GONZAGA, CITY CLERK



State of California                    )  
County of San Bernardino        ) ss.  
City of Chino                        )

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20<sup>th</sup> day of May 2025, by the following votes:

AYES:               COUNCIL MEMBERS:

NOES:              COUNCIL MEMBERS:

ABSENT:           COUNCIL MEMBERS:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

Attachment: Exhibit A – CPNA Report

Nexus Project Cost	\$ 39,292,000
Dev. Loan	No
5-Year Advance	Yes
Public Share:	64.8%
Dev. Share:	35.20%

Capital Project Needs Analysis  
City of Chino  
Valley Arterial Sub-Program

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Widen Pine Avenue from El Prado Road to State Route 71 (SR-71)	PA&ED								
	Total Cost:	\$1,500,000.00							
	Fund Type:	MSI Arterial	\$ -	\$ 324,000	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ 376,000	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Total Project Cost Estimate:		Other: SAFETEA-LU	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -
	PS&E								
	Total Cost:	\$13,370,589.00							
	Fund Type:	MSI Arterial	\$ 1,833,830	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 1,354,655	\$ 1,497,500	\$ 1,496,700	\$ -	\$ -	\$ -	\$ -
\$74,000,000.00		MI LOCAL ST	\$ 147,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other: SAFETEA-LU	\$ 1,534,714	\$ 1,352,900	\$ 1,352,900	\$ -	\$ -	\$ -	\$ -
	ROW								
	Total Cost:	\$0.00							
	Fund Type:	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Measure I Request: \$22,680,000.00 (Summation of Measure I)		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CONST								
	Total Cost:	\$59,129,411.00							
Comments: The cost estimate is subject to change based on the final design of the Pine Avenue Connector Bridge and SR 71 Interchange. Additionally, the construction timeline will depend on securing funding and coordinating with multiple jurisdictions. The new scope includes an EIR and a new traffic study.	Fund Type:	MSI Arterial	\$ -	\$ -	\$ 9,083,187	\$ 8,638,983	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 5,104,000	\$ 5,104,000	\$ -	\$ -	\$ -
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other: TBD	\$ -	\$ -	\$ 10,399,744	\$ 10,399,744	\$ 10,399,753	\$ -	\$ -

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

**Capital Project Needs Analysis**

**City of Chino**

**Valley Arterial Sub-Program**

<b>Nexus Project Cost</b>	<b>\$ 12,407,000</b>
<b>Dev. Loan</b>	<b>No</b>
<b>5-Year Advance</b>	<b>No</b>
<b>Public Share:</b>	<b>64.8%</b>
<b>Dev. Share:</b>	<b>35.20%</b>

<b>Project Information</b>	<b>Phase</b>	<b>Funding</b>	<b>PRIOR*</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>FY 28/29</b>	<b>FY 29/30</b>	<b>FUTURE</b>
<b>Widen Edison Avenue - Central Avenue to Euclid Avenue from 4 to 6 lanes</b>	<b>PA&amp;ED</b>								
	<b>Total Cost:</b>	<b>\$0.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Current Total Project Cost Estimate:</b>		Other:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>PS&amp;E</b>								
	<b>Total Cost:</b>	<b>\$2,000,000.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Measure I Request:</b>		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other: ROPs	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>ROW</b>								
	<b>Total Cost:</b>	<b>\$0.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Comments:</b> Project completion is anticipated in Spring 2025. The City plans to submit a reimbursement request during the fiscal year 2025-26.		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>CONST</b>								
	<b>Total Cost:</b>	<b>\$14,200,000.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ 5,769,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other: ROPs	\$ 6,431,000		\$ -	\$ -	\$ -	\$ -	\$ -

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Nexus Project Cost	\$ 7,355,000
Dev. Loan	No
5-Year Advance	No
Public Share:	64.8%
Dev. Share:	35.20%

Capital Project Needs Analysis  
City of Chino  
Valley Arterial Sub-Program

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
<b>Widen Pine Avenue from Hellman Avenue to Euclid Avenue from 2 to 6 lanes</b>  <b>Current Total Project Cost Estimate:</b> <b>\$16,500,000.00</b>  <b>Total Measure I Request:</b> <b>\$8,865,152.00</b> (Summation of Measure I)  <b>Comments:</b> Portions of Pine Avenue are complete, with the work done so far carried out by the City's master developer in The Preserve. The expenses for this completed work have not yet been reconciled. Additionally, the City is leading the efforts on Pine Avenue between Johnson and Euclid Avenues, including the intersection of Euclid Avenue and Pine Avenue. The City is nearing the final stages of the preliminary engineering and design phase.	<b>PA&amp;ED</b>								
	<b>Total Cost:</b>								
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>PS&amp;E</b>								
	<b>Total Cost:</b>	<b>\$0.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:			\$ -	\$ -	\$ -	\$ -	\$ -
	<b>ROW</b>								
	<b>Total Cost:</b>	<b>\$0.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>CONST</b>								
	<b>Total Cost:</b>	<b>\$14,609,772.00</b>							
	<b>Fund Type:</b>	MSI Arterial	\$ -	\$ -	\$ 4,432,576	\$ 4,432,576	\$ -	\$ -	\$ -
		DEV FEE	\$ -	\$ -	\$ 2,872,310	\$ 2,872,310	\$ -	\$ -	\$ -
		OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Reference: Measure I Policies 40005 and 40006

	Program	Jurisdiction	Public Share	Project Name	Dev Loan	5-Yr Advance	NEXUS Project Cost	Current Cost Estimate	MI Prior	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI FY 28/29	MI FY 29/30	MSI Future	MI Total
Proj 1	Valley Arterial Sub-Program	City of Chino	64.8%	Widen Pine Avenue from El Prado Road to State Route 71 (SR-71)	No	Yes	\$ 39,292,000	\$ 74,000,000	\$ 1,833,830	\$ 1,724,000	\$ 10,483,187	\$ 8,638,983	\$ -	\$ -	\$ -	\$ 22,680,000
Proj 2	Valley Arterial Sub-Program	City of Chino	64.8%	Widen Edison Avenue - Central Avenue to Euclid Avenue from 4 to 6 lanes	No	Yes	\$ 12,407,000	\$ 16,200,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
Proj 3	Valley Arterial Sub-Program	City of Chino	64.8%	Widen Pine Avenue from Hellman Avenue to Euclid Avenue from 2 to 6 lanes	No	No	\$ 7,355,000	\$ 45,300,000	\$ -	\$ -	\$ 4,432,576	\$ 4,432,576	\$ -	\$ -	\$ -	\$ 8,865,152
																\$ 33,545,152

**TO:** Linda Reich, City Manager  
**FROM:** Hye Jin Lee, Director of Public Works  
**DATE:** May 20, 2025  
**SUBJECT:** Corrective Memorandum - Reconciliation and Funding Allocation for Pine Avenue Connector (ST061) and SR-71 Interchange Improvements (ST204)

### **BACKGROUND**

This memorandum documents funding allocation corrections identified during the reconciliation of expenditures for the Pine Avenue Connector (ST061) and the State Route (SR-71) Interchange Improvements Project (ST204), both of which are included in the City's Capital Improvement Program and partially funded by Measure I Arterial funds administered by the San Bernardino County Transportation Authority (SBCTA).

### **FINDINGS**

#### **1. Expired Agreement & SAFETEA-LU Repayment:**

Caltrans audit in 2024 found that the City's agreement with Huitt-Zollars for preliminary engineering had expired in 2020. As a result, approximately \$1,529,548.70 in SAFETEA-LU federal expenditures incurred between 2020 and 2025 were deemed ineligible and repaid using:

<b>Caltrans Abatement Payment</b>	<b>\$</b>	<b>1,529,548.70</b>
Preserve DIF (Fund 260)	\$	216,128.00
MI - (Fund 328)	\$	397,872.00
General Fund (GF)	\$	915,548.70

These funds were deemed ineligible due to the expiration of the preliminary engineering agreement with Huitt-Zollars and the cessation of SAFETEA-LU as an active funding source.

#### **2. Misallocated Project Charges ST061 Pine Avenue Connector**

<b>Correction to General Fund (Repayment to Fund 322)</b>						
<b>Fund</b>	<b>Object</b>	<b>Project</b>	<b>Fiscal Year</b>	<b>Amount</b>	<b>Description</b>	
3227190	48003	ST061	2024	\$ 4,166.63	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 8,333.34	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
3227190	48003	ST061	2024	\$ 4,166.67	Advocacy	
<b>Total</b>				<b>\$ 50,000.00</b>		

Misallocated Project Costs (continued)

Correction to General Fund (Repayment to Fund 328)					
Fund	Object	Project	Fiscal Year	Amount	Description
3287103	41020	ST061	2022	\$ 2,212.94	Inspection
3287103	48009	ST061	2022	\$ 23,103.32	Project R7061
3287103	48005	ST061	2022	\$ 150,255.80	Project R7061
3287103	48005	ST061	2022	\$ 288,707.38	Project R7061
3287103	48005	ST061	2022	\$ (102,466.50)	moved R7061
<b>Total</b>				<b>361,812.94</b>	
Correction to General Fund (Repayment to 260 which backfills 320)					
Fund	Object	Project	Fiscal Year	Amount	Description
3207100	43650	ST061	2022	\$ 4,166.63	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	43650	ST061	2022	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.63	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
3207100	48003	ST061	2023	\$ 4,166.67	Advocacy
<b>Total</b>				<b>\$ 100,000.00</b>	
<b>Total Impact to General Fund</b>				<b>\$ 511,812.94</b>	

**Advocacy Charges** – \$150,000 in advocacy-related expenditures were incorrectly charged to the Measure I Fund 322 and Transportation Fund 320, which is backfilled by DIF and should have been funded by the General Fund.

**Pine Avenue Repairs** – A total of \$361,812.94 in costs associated with Pine Avenue Repair Project R7061 in 2022 were improperly recorded to Fund 328 and have since been corrected to reflect appropriate General Fund coverage.

**Final Funding Allocations – Pine Avenue Connector Project (ST061)**

Following the funding allocation corrections, the final expenditures for the Pine Avenue Connector Project (ST061) have been reconciled and documented. This project will be officially closed out as of June 30, 2025. Going forward, the City will continue efforts under the successor project, Pine Avenue Connector / Bridge Project (ST261).

Project ST061	Current Budget	Corrected Budget
Total Costs	\$ 5,853,756.63	\$ 5,853,756.63
SAFETEA-LU	\$ 3,064,262.39	\$ 1,534,713.69
320 Fund *CW DIF	\$ 1,920,544.74	\$ 1,354,664.99
320 Fund *Pres. DIF		
MI - (Fund 328)	\$ 671,559.16	\$ 1,389,625.97
MI - (Fund 322)	\$ 197,390.34	\$ 147,390.34
General Fund	\$ -	\$ 1,427,361.64
<b>Total Expenditures</b>	<b>\$ 5,853,756.63</b>	<b>\$ 5,853,756.63</b>



### 3. CPNA Measure I Arterial Fund Re-Allocation of Costs

#### Summary of CPNA Measure I Arterial Fund Reallocation

Staff completed a reconciliation of expenditures for the SR-71 Interchange (ST204) and Pine Avenue Connector (ST061) projects and identified misallocations between Development Impact Fees (DIF) and Measure I Arterial funds. To correct this, approximately \$1.8 million in costs incurred between 2020 and 2025 will be reallocated to Measure I Arterial Fund 328, based on an updated cost share of 64.8% Measure I and 35.2% DIF.

<b>Project ST204 (State Route 71 Interchange Project)</b>				
Fiscal Year	Arterial MI- CPNA		DIF	
FY 2020	\$	-	\$	5,812.50
FY 2021	\$	309,855.01	\$	-
FY 2022	\$	285,007.53	\$	-
FY 2023	\$	32,253.29	\$	50.00
FY 2024	\$	30,874.76	\$	-
FY 2025	\$	21,647.22	\$	-
Subtotal	\$	679,637.81	\$	5,862.50
Total Expenditures	\$	685,500.31		
Cost Share Reallocation				
<b>Arterial MI 64.8%</b>	<b>\$</b>	<b>444,204.20</b>	<b>Reimbursement</b>	
DIF 35.2%	\$	241,296.11		

<b>328 - Fund Project ST061 (Pine Avenue Connector )</b>				
Fiscal Year	Arterial MI- CPNA		DIF (total)	
FY 2020	\$	-	\$	-
FY 2021	\$	-	\$	-
FY 2022	\$	582,638.94	\$	-
FY 2023	\$	19,919.52	\$	-
FY 2024	\$	69,000.70	\$	-
FY 2025	\$	397,872.00	\$	-
Subtotal	\$	1,069,431.16	\$	2,036,672.74
GF Corrections	\$	(361,812.94)	\$	-
Total	\$	707,618.22	\$	2,036,672.74
		SAFETEA-LU Match	\$	(383,678.43)
		Abatement Payment	\$	(216,128.00)
		Remaining DIF	\$	1,436,866.31
		CPNA MI Arterial	\$	707,618.22
		Cost Share Amount to be Reallocated	\$	2,144,484.53
SAFETEA-LU (80%)	\$	1,534,713.69	Costs 2011 to Dec. 2019	
DIF match (20%)	\$	383,678.43	Per Caltrans invoicing	
	\$	1,918,392.12	Total Participating Costs	
<b>Arterial MI 64.8%</b>	<b>\$</b>	<b>1,389,625.97</b>	<b>Reimbursement</b>	
DIF 35.2%	\$	754,858.55	Costs for 2020-2025	
	\$	2,144,484.53	Reallocated	

**Total SBTCA Reimbursement Request \$ 1,833,830.17**

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Integrated Waste Management Service Rates Fiscal Year 2025-26.

**RECOMMENDATION**

Adopt Resolution No. 2025-020, establishing the integrated waste management service rates for Fiscal Year 2025–26, effective July 1, 2025, and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

The proposed rates ensure full cost recovery for landfill disposal, green waste processing, collection services, utility billing, and the City's compliance with unfunded State-mandated recycling and diversion programs.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

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

## **BACKGROUND**

On May 16, 2017, the City Council approved an Amended and Restated Agreement with USA Waste of California, Inc. (DBA Waste Management) for the provision of integrated waste management services, including refuse and recycling. The agreement has a fifteen-year term, commencing on January 1, 2018, and expiring at the close of business on December 31, 2033. By mutual agreement, the contract may be extended for an additional five years, for a total possible term of twenty years.

The agreement allows for annual rate adjustments based on the Water, Sewer, and Trash (WST) Index. These adjustments apply to landfill disposal and collection services. Organics processing charges are treated as a direct pass-through based on rates established by Waste Management's third-party processor. In accordance with Proposition 218, the City conducted a public hearing on June 6, 2023, and approved a five-year schedule of potential rate adjustments. Although a 5% annual increase was originally projected, only the actual WST Index-based adjustment is applied each year.

## **ISSUES/ANALYSIS**

### **Annual Adjustment**

For the 12-month period from December 2024 through December 2025, the WST Index increased by 4.99%. However, per the franchise agreement, annual increases to the service portion of the rate are capped at 4%. Accordingly, a 4% increase has been applied to all applicable service components of the commercial/industrial, compactor, and residential collection rates, as well as to applicable ancillary service fees. These changes are detailed in the updated rate schedule (Exhibit A).

While the service portion is capped, the overall increase in residential rates reflects the inclusion of actual pass-through tipping fees and estimated disposal tonnages, consistent with the terms of the agreement and the City's cost recovery objectives as better described below.

### **Landfill & Organics Tipping Fee Increases**

The following adjustments reflect costs associated with landfill disposal and green waste / organics processing fees for Fiscal Year 2025-26:

Commercial / Industrial Disposal (per ton)	\$53.86 to \$55.83 (3.7% increase)
Residential Disposal (per ton)	\$46.00 to \$47.66 (3.6% increase)
Green Waste/ Organics Processing (per ton)	\$99.20 to \$108.33 (9.2% increase)

These increases are based on the updated rates established by Riverside County for landfill disposal and by Viramontes Express / South Valley Compost Facility for green waste and organics processing. The organics processing fee is a direct pass-through to customers and reflects the actual cost charged by the processor.

### **Residential Service Rates**

The following changes are proposed for residential service rates, effective July 1, 2025. The rates are summarized in the table below.

Single-Family Rate (3-Cart, 96-Gallon)	\$36.97 to \$38.82 (5% increase)
Senior Citizen Rate (3-Cart, 96- or 64-Gallon)	\$32.45 to \$34.06 (5% increase)
Low Volume Generator Rate (3-Cart, 64-Gallon)	\$32.45 to \$34.06 (5% increase)

As noted above, the percent increases reflect both the capped 4% service component adjustment and the pass-through of tipping fees, which are based on historical disposal and processing tonnages. Please refer to Exhibit B, Residential Rate Components.

#### Cost Recovery and Compliance Mechanisms

To ensure comprehensive cost recovery and continued compliance with unfunded state mandated programs, the City utilizes the following rate-based mechanisms:

- Recycling Administration Fee - This fee supports the City's administrative and compliance obligations for state-mandated diversion programs, including AB 939, AB 341, AB 1826, and SB 1383.
- Franchise Fee - This fee provides General Fund support for franchise oversight and offsets public impacts related to refuse collection, such as roadway wear, regulatory administration, public safety, and legal and regulatory compliance.
- Billing Fee - The billing fee offsets City costs associated with billing operations, including customer service, account maintenance, and coordination with utility providers.

Together, these rate components enable the City to sustainably operate its waste collection and recycling programs while fulfilling all regulatory, financial, and operational obligations

Therefore, it is staff's recommendation that the City Council adopt Resolution No. 2025-020, establishing the integrated waste management service fees for Fiscal Year 2025–26, effective July 1, 2025, and authorize the City Manager to execute all necessary documents on behalf of the City. These fees are designed to fully recover contractual costs associated with refuse, recycling, and organics services, as outlined in the franchise agreement.

Attachments: Resolution 2025-020  
Exhibit A - Schedule of Rates  
Exhibit B – Residential Rate Components

**RESOLUTION NO. 2025-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO,  
CALIFORNIA, CONFIRMING THE ANNUAL ADJUSTMENT TO THE  
INTEGRATED WASTE MANAGEMENT SERVICE RATES EFFECTIVE  
JULY 1, 2025**

**WHEREAS**, the City of Chino ("City") entered into a franchise agreement with USA Waste of California, Inc., dba Waste Management ("Franchisee"), for the provision of integrated waste management services, including the collection and disposal of refuse, recyclables, and organic waste, effective May 16, 2017; and

**WHEREAS**, the franchise agreement allows for annual adjustments to the service components of the rates based on changes in the Water, Sewer, Trash (WST) Index; and

**WHEREAS**, for the 12-month period from December 2024 through December 2025, the WST Index increased by 4.99%; and

**WHEREAS**, in accordance with the franchise agreement, a 4% adjustment, the maximum allowed under the contract, has been applied to the service components of the rates for commercial/industrial, compactor, residential, and ancillary services, as detailed in the updated rate schedule (Exhibit A); and

**WHEREAS**, the disposal components of the integrated waste management rates, specifically landfill tipping fees and green/organic waste processing fees, are based on actual historical tonnage and vendor rates, and are passed through to customers to ensure full cost recovery; the landfill tipping fees are set by Riverside County, and the green/organic waste processing rates are established by the designated processor under contract with the Franchisee; and

**WHEREAS**, the City has complied with the procedural requirements of Proposition 218, including the provision of mailed notice to affected ratepayers and the opportunity for public comment during a duly noticed public hearing held on June 6, 2023, regarding the proposed rate adjustments; and

**WHEREAS**, the adjusted rates are necessary to ensure full cost recovery for landfill disposal, green waste processing, utility billing, and compliance with State-mandated recycling and diversion programs, thereby maintaining the fiscal sustainability of the City's integrated waste management system.

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

1. Confirmation of Rate Adjustment. The City Council hereby confirms and approves a 4% increase to the service components of the integrated waste management service rates, effective July 1, 2025, as outlined in the updated rate schedule attached hereto as Exhibit A.

2. Franchise Agreement Compliance. The rate adjustment is consistent with the terms of the franchise agreement between the City and the Franchisee, specifically the provision allowing for annual adjustments based on the WST Index, with a 4% cap.
3. Proposition 218 Compliance. The City Council finds that all procedural requirements of Proposition 218 have been satisfied, including the provision of notice and an opportunity for public input.
4. Effective Date. The fees shall take effect on July 1, 2025.

APPROVED AND ADOPTED THIS 20<sup>th</sup> DAY OF MAY 2025.

\_\_\_\_\_  
EUNICE ULLOA, MAYOR

ATTEST:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

State of California                    )  
County of San Bernardino        ) ss.  
City of Chino                         )

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20<sup>th</sup> day of May 2025, by the following votes:

AYES:                   COUNCIL MEMBERS:

NOES:                   COUNCIL MEMBERS:

ABSENT:                COUNCIL MEMBERS:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

Attachment: Exhibit A – Schedule of Rate Integrated Waste Management Services

**Fiscal Year 2025-26 Integrated Waste Management Services**  
**Residential, Commercial & Roll-Off Services**  
**(Effective July 1, 2025)**

<b><u>Landfill &amp; Organics Tipping Fee (Pass-Through)</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Riverside County Disposal Fee Commercial / Industrial (per ton)	\$ 53.86	\$ 55.83	3.7%
Riverside County Disposal Fee Residential (per ton)	\$ 46.00	\$ 47.66	3.6%
Green Waste Processing Fee (per ton)	\$ 99.20	\$ 108.33	9.2%
<b><u>Residential Service Offerings</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Single Family Rate (3-Cart / 96-Gallon)	\$ 36.97	\$ 38.82	5.0%
Senior Citizen Rate (3-Cart / 96 or 64-Gallon)	\$ 32.45	\$ 34.06	5.0%
Low Volume Generator Rate (3-Cart / 64-Gallon)	\$ 32.45	\$ 34.06	5.0%
<b><u>Residential Service Ancillary Fees</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Additional Refuse Container	\$ 8.16	\$ 8.49	4.0%
Additional Green Waste Container	\$ 3.18	\$ 3.31	4.0%
Additional Recycling Container	\$ 4.46	\$ 4.64	4.0%
First Time Delivery of Carts	\$ 14.72	\$ 15.31	4.0%
Exchange of Carts	\$ 24.49	\$ 25.47	4.0%
Burned Carts	\$ 121.71	\$ 126.58	4.0%
Re-instatement Delivery	\$ 31.63	\$ 32.89	4.0%
Temporary Bin Service (3-yard, 1-week)	\$ 159.57	\$ 165.82	3.9%
Extra Temporary Bin Pickup	\$ 37.65	\$ 39.16	4.0%
Bulky Item Pick-Up First Item	\$ 40.84	\$ 42.47	4.0%
Each Additional Item	\$ 24.50	\$ 25.48	4.0%
E-Waste Pick-Up	\$ 32.67	\$ 33.97	4.0%
Residential Set-Up Fee	\$ 19.16	\$ 19.93	4.0%
Scout Collection	1.5x the Residential Rate		
<b><u>Commercial Service Ancillary Fees</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Temp Bin 3-Yard, serviced 1x	\$ 129.33	\$ 134.50	4.0%
Temp Bin Extra Pickup	\$ 37.65	\$ 39.16	4.0%
Temp Bin Extra Week	\$ 37.65	\$ 39.16	4.0%
Haul and Call	\$ 36.34	\$ 37.79	4.0%
Commercial Bulky Item Pickup	\$ 38.18	\$ 39.71	4.0%
Commercial Valet	\$ 65.35	\$ 67.96	4.0%
First Time Delivery of Bins (per bin)	\$ 18.89	\$ 19.65	4.0%
Bin Exchange (per bin)	\$ 65.35	\$ 67.96	4.0%
Lost or Stolen Bin	\$ 876.27	\$ 911.32	4.0%
Burned Bin	\$ 490.20	\$ 509.81	4.0%
Bin Repair	Actual Cost		
Replacement Lock	\$ 43.71	\$ 45.46	4.0%
Replacement Key	\$ 8.38	\$ 8.72	4.0%
Overage Fee	\$ 92.58	\$ 96.28	4.0%
Reinstatement Delivery Fee	\$ 145.10	\$ 150.90	4.0%
Commercial Set-Up Fee	\$ 29.82	\$ 31.01	4.0%
Commercial Cart Service	\$ 47.44	\$ 49.34	4.0%
Contamination Fee	\$ 54.02	\$ 56.18	4.0%



<b><u>Commercial Service Ancillary Fees (Continued)</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Extra Trip Charge	\$ 102.77	\$ 106.88	4.0%
<b><i>Manual Locking Lids</i></b>	<b>Current</b>	<b>FY 2025-26</b>	<b>Increase</b>
Serviced 1x per week	\$ 14.64	\$ 15.23	4.0%
Serviced 2x per week	\$ 24.12	\$ 25.08	4.0%
Serviced 3x per week	\$ 33.58	\$ 34.92	4.0%
Serviced 4x per week	\$ 43.10	\$ 44.82	4.0%
Serviced 5x per week	\$ 52.55	\$ 54.65	4.0%
Serviced 6x per week	\$ 56.41	\$ 58.67	4.0%
<b><i>Bin Push Charges Monthly, per Container</i></b>	<b>Current</b>	<b>FY 2025-26</b>	<b>Increase</b>
<b><i>(Fees apply based on service frequency, up to 6x per week)</i></b>			
26-50 feet	\$ 12.28	\$ 12.77	4.0%
51-75 feet	\$ 15.80	\$ 16.43	4.0%
76-100 feet	\$ 17.52	\$ 18.22	4.0%
101-125 feet	\$ 19.28	\$ 20.05	4.0%
126-150 feet	\$ 21.03	\$ 21.87	4.0%
151-175 feet	\$ 22.81	\$ 23.72	4.0%
176-200 feet	\$ 24.52	\$ 25.50	4.0%
over 200 feet	\$ 26.26	\$ 27.31	4.0%
<b><u>Commercial Organics Service (64-Gallon Cart)</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Serviced 1x per week	\$ 72.50	\$ 75.40	4.0%
Serviced 2x per week	\$ 145.01	\$ 150.81	4.0%
Serviced 3x per week	\$ 217.50	\$ 226.20	4.0%
Serviced 4x per week	\$ 290.04	\$ 301.64	4.0%
Serviced 5x per week	\$ 362.51	\$ 377.01	4.0%
Serviced 6x per week	\$ 435.03	\$ 452.43	4.0%
Organics Extra Pickup (per cart)	\$ 111.09	\$ 115.53	4.0%
<b><u>Roll-Off Service</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Roll-Off Delivery Fee	\$ 105.60	\$ 109.82	4.0%
Roll-Off Rental	\$ 195.34	\$ 203.15	4.0%
Roll-Off Pick-Up	\$ 109.91	\$ 114.31	4.0%
Disposal (5.3 tons x Disposal fee per ton)	\$ 285.43	\$ 295.90	3.7%
Overage Charge (per ton)	\$ 53.86	\$ 55.83	3.7%
Recycling Admin Fee (13.67% per ton)	\$ 7.36	\$ 7.63	3.7%
Extra Trip Charge (per bin)	\$ 105.71	\$ 109.94	4.0%
Roll-Off Set-Up Fee	\$ 29.82	\$ 31.01	4.0%
Roll-Off Inactivity /Minimum Pull Fee	\$ 189.62	\$ 197.20	4.0%
Roll-Off Relocation Fee	\$ 102.17	\$ 106.26	4.0%
<b><u>Compactor Service</u></b>	<b><u>Current</u></b>	<b><u>FY 2025-26</u></b>	<b><u>Increase</u></b>
Compactor Pickup	\$ 327.83	\$ 340.94	4.0%
Disposal ( 7.5 tons x Disposal fee per ton)	\$ 403.91	\$ 418.73	3.7%
Recycling Admin Fee (13.67% on 7.5 tons)	\$ 55.21	\$ 57.24	3.7%

**[Commercial, Roll-Off & Compactor Rate Tables Attached]**

**Fiscal Year 2025-26 Integrated Waste Management Services**  
**Commercial, Roll-Off, & Compactor Services**

**Commercial/Multi-Family Services (Refuse Only)**

Service Frequency	2 Cubic Yard Bin					
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate	
1	\$ 104.42	\$ 24.17	\$ 3.30	\$ 0.26	\$ 132.15	
2	\$ 173.31	\$ 48.35	\$ 6.61	\$ 0.52	\$ 228.79	
3	\$ 242.18	\$ 72.53	\$ 9.91	\$ 0.78	\$ 325.40	
4	\$ 311.09	\$ 96.70	\$ 13.22	\$ 1.04	\$ 422.05	
5	\$ 379.98	\$ 120.87	\$ 16.52	\$ 1.30	\$ 518.67	
6	\$ 448.87	\$ 145.05	\$ 19.83	\$ 1.56	\$ 615.31	
Extra Pickup	\$ 43.83	\$ 5.70	\$ 0.78	\$ 0.26	\$ 50.57	

Service Frequency	3 Cubic Yard Bin					
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate	
1	\$ 124.32	\$ 36.28	\$ 4.96	\$ 0.26	\$ 165.82	
2	\$ 206.37	\$ 72.53	\$ 9.91	\$ 0.52	\$ 289.33	
3	\$ 288.46	\$ 108.79	\$ 14.87	\$ 0.78	\$ 412.90	
4	\$ 370.53	\$ 145.05	\$ 19.83	\$ 1.04	\$ 536.45	
5	\$ 452.61	\$ 181.32	\$ 24.79	\$ 1.30	\$ 660.02	
6	\$ 534.67	\$ 217.58	\$ 29.74	\$ 1.56	\$ 783.55	
Extra Pickup	\$ 46.92	\$ 8.60	\$ 1.18	\$ 0.26	\$ 56.96	

Service Frequency	4 Cubic Yard Bin					
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate	
1	\$ 144.16	\$ 48.35	\$ 6.61	\$ 0.26	\$ 199.38	
2	\$ 239.32	\$ 96.70	\$ 13.22	\$ 0.52	\$ 349.76	
3	\$ 334.48	\$ 145.05	\$ 19.83	\$ 0.78	\$ 500.14	
4	\$ 429.66	\$ 193.41	\$ 26.44	\$ 1.04	\$ 650.55	
5	\$ 524.80	\$ 241.77	\$ 33.05	\$ 1.30	\$ 800.92	
6	\$ 619.97	\$ 290.10	\$ 39.66	\$ 1.56	\$ 951.29	
Extra Pickup	\$ 50.01	\$ 11.40	\$ 1.56	\$ 0.26	\$ 63.23	

Service Frequency	5 Cubic Yard Bin					
	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate	
1	\$ 164.11	\$ 60.45	\$ 8.26	\$ 0.26	\$ 233.08	
2	\$ 272.40	\$ 120.87	\$ 16.52	\$ 0.52	\$ 410.31	
3	\$ 380.70	\$ 181.32	\$ 24.79	\$ 0.78	\$ 587.59	
4	\$ 488.98	\$ 241.77	\$ 33.05	\$ 1.04	\$ 764.84	
5	\$ 597.27	\$ 302.21	\$ 41.31	\$ 1.30	\$ 942.09	
6	\$ 705.59	\$ 362.63	\$ 49.57	\$ 1.56	\$ 1,119.35	
Extra Pickup	\$ 53.11	\$ 14.27	\$ 1.95	\$ 0.26	\$ 69.59	

**Fiscal Year 2025-26 Integrated Waste Management Services  
Commercial, Roll-Off, & Compactor Services**

**Commercial/Multi-Family Services (Refuse Only) Continued**

Service Frequency	6 Cubic Yard Bin					Monthly Rate
	Collection	Disposal	Recycling Admin	Recycling Fee		
1	\$ 183.98	\$ 72.53	\$ 9.91	\$ 0.26	\$ 266.68	
2	\$ 305.40	\$ 145.05	\$ 19.83	\$ 0.52	\$ 470.80	
3	\$ 426.81	\$ 217.58	\$ 29.74	\$ 0.78	\$ 674.91	
4	\$ 548.23	\$ 290.10	\$ 39.66	\$ 1.04	\$ 879.03	
5	\$ 669.66	\$ 362.63	\$ 49.57	\$ 1.30	\$ 1,083.16	
6	\$ 791.08	\$ 435.15	\$ 59.49	\$ 1.56	\$ 1,287.27	
Extra Pickup	\$ 56.20	\$ 17.11	\$ 2.34	\$ 0.26	\$ 75.91	

**Commercial Compactor Service**

Service Frequency	2 Cubic Yard Compactor					
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee	Monthly Rate
1	\$ 30.82	\$ 104.41	\$ 72.53	\$ 9.91	\$ 0.26	\$ 217.93
2	\$ 51.38	\$ 173.28	\$ 145.06	\$ 19.83	\$ 0.52	\$ 390.07
3	\$ 71.95	\$ 242.17	\$ 217.58	\$ 29.74	\$ 0.78	\$ 562.22
4	\$ 92.51	\$ 311.04	\$ 290.10	\$ 39.66	\$ 1.04	\$ 734.35
5	\$ 114.02	\$ 379.94	\$ 362.63	\$ 49.57	\$ 1.30	\$ 907.46
6	\$ 133.63	\$ 448.82	\$ 435.18	\$ 59.49	\$ 1.56	\$ 1,078.68
Extra Pickup	\$ 30.82	\$ 43.83	\$ 17.10	\$ 2.34	\$ 0.26	\$ 94.35

Service Frequency	3 Cubic Yard Compactor						Monthly Rate
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee		
1	\$ 30.82	\$ 124.31	\$ 108.78	\$ 14.87	\$ 0.26	\$ 279.04	
2	\$ 51.38	\$ 206.38	\$ 217.58	\$ 29.74	\$ 0.52	\$ 505.60	
3	\$ 71.95	\$ 288.43	\$ 326.37	\$ 44.61	\$ 0.78	\$ 732.14	
4	\$ 92.52	\$ 370.49	\$ 435.18	\$ 59.49	\$ 1.04	\$ 958.72	
5	\$ 114.02	\$ 452.55	\$ 543.95	\$ 74.36	\$ 1.30	\$ 1,186.18	
6	\$ 133.63	\$ 534.61	\$ 652.75	\$ 89.23	\$ 1.56	\$ 1,411.78	
Extra Pickup	\$ 30.82	\$ 46.94	\$ 25.69	\$ 3.51	\$ 0.26	\$ 107.22	

Service Frequency	4 Cubic Yard Compactor						Monthly Rate
	Handling Charge	Collection	Disposal	Recycling Admin	Recycling Fee		
1	\$ 30.82	\$ 144.16	\$ 145.06	\$ 19.83	\$ 0.26	\$ 340.13	
2	\$ 51.38	\$ 239.34	\$ 290.10	\$ 39.66	\$ 0.52	\$ 621.00	
3	\$ 71.95	\$ 334.50	\$ 435.18	\$ 59.49	\$ 0.78	\$ 901.90	
4	\$ 92.52	\$ 429.68	\$ 580.22	\$ 79.32	\$ 1.04	\$ 1,182.78	
5	\$ 114.02	\$ 524.85	\$ 725.28	\$ 99.15	\$ 1.30	\$ 1,464.59	
6	\$ 133.63	\$ 620.01	\$ 870.33	\$ 118.97	\$ 1.56	\$ 1,744.50	
Extra Pickup	\$ 30.82	\$ 50.01	\$ 34.24	\$ 4.68	\$ 0.26	\$ 120.01	

**Fiscal Year 2025-26 Integrated Waste Management Services  
Commercial, Roll-Off, & Compactor Services**

**Commercial/Multi-Family Services (Recycle Only)**

Service Frequency	4 Cubic Yard Bin	5 Cubic Yard Bin	6 Cubic Yard Bin
1	\$ 144.79	\$ 164.87	\$ 184.92
2	\$ 240.56	\$ 273.97	\$ 307.28
3	\$ 336.36	\$ 383.04	\$ 429.64
4	\$ 432.15	\$ 492.11	\$ 551.98
5	\$ 527.92	\$ 601.19	\$ 674.35
6	\$ 623.73	\$ 710.28	\$ 796.69
Extra pickup	\$ 50.63	\$ 53.89	\$ 57.14

**Exhibit B**

**Residential Rate Components**

<b>Residential Calculation</b>	<b>Current</b>	<b>Proposed</b>	
Residential Landfill	26,688	27,222	tons
Green Waste / Organics	11,352	11,579	tons
Landfill Tipping Fee	\$ 46.00	\$ 47.66	cost per ton
Organics Tipping Fee	\$ 99.20	\$ 108.33	cost per ton
Residential Service	22,497	22,497	accounts

Est. Annual Landfill Costs	\$ 1,297,389
12 months	\$ 12
accounts	\$ 22,497
<b>Landfill Component</b>	<b>\$ 4.81</b>

Est. Annual Organics	\$ 1,254,336
12 months	\$ 12
accounts	\$ 22,497
<b>Organics Component</b>	<b>\$ 4.65</b>

<b>Fiscal Year 2025-26 (New Rate Structure)</b>	<b>3-Cart</b>	<b>Low Volume /Senior</b>
1. Landfill	\$ 4.81	\$ 3.12
2. Organics	\$ 4.65	\$ 4.65
3. WM Service Fee	\$ 20.76	\$ 18.75
4. Franchise Fee 12.5%	\$ 3.78	\$ 3.18
5. Billing Fee	\$ 2.68	\$ 2.68
6. Recycling Admin Fee	\$ 2.15	\$ 1.68
<b>Proposed Rate</b>	<b>\$ 38.82</b>	<b>\$ 34.06</b>
<b>Current Rate</b>	<b>\$ 36.97</b>	<b>\$ 32.45</b>
<b>Max per Proposition 218</b>	<b>\$ 39.19</b>	<b>\$ 34.40</b>

<b>Current Rate Structure</b>		
1. Landfill	\$ 4.63	paid to WM
2. Green Waste / Organics	\$ 4.12	paid to WM
3. WM Service	\$ 19.55	paid to WM
4. WM Service Roll-Out Fee	\$ 0.41	paid to WM
5. Billing Fee	\$ 2.56	City Revenue
6. Franchise Fee 12.5%	\$ 3.59	City Revenue
7. Recycling Admin Fee	\$ 1.16	City Revenue
8. City Contingency	\$ 0.30	SB 1383 Ed.
9. Additional City Contingency	\$ 0.65	SB 1383 Rollout
Current Rate	\$ 36.97	

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

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

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**SUBJECT**

Procurement of a Wastewater Televising Inspection Transit Van from Plumbers Depot, Inc.

**RECOMMENDATION**

Approve the procurement of one (1) Wastewater Televising Inspection Transit Van from Plumbers Depot Inc., Hawthorne, CA, for \$179,262.50 for the Public Works Department; and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds are included in the FY 2024-2025 Equipment Maintenance (Fund 660) operating budget.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Responsible Long-Range Planning
- Effective Technology

### **BACKGROUND**

The Public Works Department's Fleet Division is responsible for purchasing, maintaining, and replacing all City-owned equipment. When equipment is purchased, it is assigned a unit number and placed on a maintenance and eventual replacement schedule. The approved Fiscal Year 2024-2025 budget includes funds for the purchase of one (1) Wastewater Televising Inspection Transit Van (assigned to the Public Works Department Wastewater Division). The vehicle will be an addition to the City's fleet and marks the first purchase of a dedicated wastewater televising inspection transit van. Previously, the City's sewer inspection vehicles have been modifications to old vans or trucks, but this new purchase will provide a specialized and purpose-built vehicle for the task.

- Unit No. 688 Wastewater Televising Inspection Transit Van

### **ISSUES/ANALYSIS**

On November 1, 2022, the Council approved Ordinance No. 2022-017, amending the City Municipal Code Section 13.12.150 to specify that sewer laterals located within the public right-of-way or public easements are the responsibility of the City. To support this responsibility, the approval of this procurement will provide the City with a new transit van, which will house lateral launch televising camera equipment that the previous Wastewater van did not have room for. This van will also be capable of using new digital technology to run reports from televised inspections of both the sewer main and sewer laterals. This new van and equipment will be an essential tool for City staff, enabling them to take a more proactive approach by increasing routine maintenance and inspections of City-owned sewer mains and sewer laterals.

To procure the Wastewater Televising Inspection Transit Van, the city is utilizing a cooperative purchasing agreement through Sourcewell, to benefit the City under Cal. Gov. Code § 6502. This method combines the procurement needs of two or more government entities to achieve benefits like volume pricing and reduced administrative costs. City staff contacted vendors within the Sourcewell agreement to obtain bids for one Wastewater Televising Inspection Transit Van. Under Sourcewell Contract 060920-NAF, Plumbers Depot, Inc., was selected as the vendor to provide this vehicle. The pricing is as follows:

<b>Vehicle Description</b>	<b>Unit Price</b>	<b>Tax &amp; Fees</b>	<b>Total Vehicle Cost</b>
2025 Wastewater Televising Inspection Transit Van	\$163,000.00	\$16,262.50	\$179,262.50

Plumbers Depot, Inc., has been thoroughly reviewed by City staff and deemed the lowest responsible and responsive bidder with a bid amount of \$179,262.50. Therefore, staff recommends that the City Council approve the procurement of one (1) Wastewater Televising Inspection Transit Van from Plumbers Depot Inc., for \$179,262.50. All supporting documents are on file with the City's Finance Department's Purchasing Division.



**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 20, 2025

**TO: LINDA REICH, CITY MANAGER**

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

**SUBJECT**

Procurement of 29 Closed-Circuit Television (CCTV) Cameras with GlassBox Technology to be used citywide.

**RECOMMENDATION**

Approve the procurement of 29 additional Closed-Circuit Television (CCTV) cameras with Glassbox Technology, Inc. for \$122,000 for the CCTV Camera Installation Phase III Project (TR221); and authorize the City Manager to execute the necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds are budgeted in the Fiscal Year 2024-25 Capital Improvement Program (CIP) for the CCTV Camera Installation Phase III (TR221) project.

TR221 – CCTV Camera Installation – Phase III			
Fund	Adopted Budget	Expenditures to Date	Budget Available
322 – Measure I	\$220,000.00	\$96,867.80	\$123,132.20

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning
- Effective Technology

Revenue: Click or tap here to enter text.

Expenditure: 3227190 – 48050 – TR221

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

**BACKGROUND**

GlassBox Technology, Inc. provides city-specified traffic cameras used in Chino. Traffic cameras installed at intersections throughout Chino support the traffic signal system through centralized management and are integrated into the Real-Time Crime Center for use by the Police Department. Chino's 5-year Capital Improvement Projects (CIP) plan includes funding traffic cameras citywide through annual programmed CIP projects.

**ISSUES/ANALYSIS**

GlassBox Technologies, Inc. is expected to exceed the City Manager's approval limit of \$150,000 due to the procurement of additional traffic cameras, which will enhance both the Traffic Management Center and the Real-Time Crime Center. The requested \$122,000 increase will be covered by the CCTV Camera Installation Phase III project (TR221), which has an adopted project budget of \$220,000.

Staff recommends that the City Council approve the procurement of 29 additional CCTV cameras from GlassBox Technologies, Inc. for \$122,000.

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Sale of City of Chino's ownership of Plant 33 to the Monte Vista Water District.

**RECOMMENDATION**

Approve the sale of the City's ownership interest in Plant 33 to the Monte Vista Water District for \$1,015,000.00; and authorize the City Manager to execute all necessary documents to complete the transfer on behalf of the City.

**FISCAL IMPACT**

The proceeds from the sale will be added to the Fiscal Year 2024-25 Water Fund Revenue

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Financial Stability
- Responsible Long-Range Planning

Revenue: 5207310 – 59335-WA041	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

### **BACKGROUND**

In November 2004, the City of Chino (City) and the Monte Vista Water District (District) entered into an agreement to jointly construct, operate, and maintain Plant 33. This facility, located at the corner of Palo Verde Street and Benson Avenue in the City of Montclair, includes Well 33 and an ion exchange treatment system. The purpose of Plant 33 was to produce, treat, and deliver groundwater to both the City and the District. Additionally, the facility was intended to inject treated imported water into the Chino Basin for storage and later recovery. However, this plan never materialized. The City was not able to take any water from Plant 33.

Following construction, testing confirmed that Well 33, located at Plant 33, exceeded the maximum contaminant level (MCL) for 1,2-Dibromo-3-Chloropropane (DBCP), necessitating the installation of additional treatment technologies to meet drinking water standards. Due to this exceedance and the lack of viable options to treat or blend groundwater, the City has been unable to utilize any water from Plant 33. Through piping connections, the District connected Well 33 to a nearby facility and blending was used to reduce DBCP levels below the maximum contaminant level (MCL), allowing the well to be safely integrated into their water system.

### **ISSUES/ANALYSIS**

While the City has not utilized water from the jointly funded Plant 33 project to date, it does not currently have treatment infrastructure in place to address the supply's water quality challenges. To recover part of its original investment, staff recommends that the City Council approve the sale of the City's portion of Plant 33 to the Monte Vista Water District for the negotiated price of \$1,015,000.

Upon completion of the sale, the City will also terminate the 2004 Agreement (2004-225) with the Monte Vista Water District in accordance with Section 1.01 of that Agreement. The termination will formally conclude all shared responsibilities and agreements in the contract, ensuring that both parties have no further obligations related to Plant 33.

Attachment: Exhibit A – Agreement to Purchase Plant 33

## **AGREEMENT TO SELL AND PURCHASE PLANT 33**

This Agreement to Sell and Purchase Plant 33 ("Agreement") is entered into this 20<sup>th</sup> day of May 2025 ("Effective Date") between the City of Chino, a municipal corporation organized under the laws of the State of California ("City"), and the Monte Vista Water District, a local public agency created and operating under authority of Division 12 of the California Water Code ("District"). For purposes of this Agreement, City and District may be referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. In November 2004, the Parties entered into an agreement ("2004 Agreement"), which is attached as **Exhibit 1**, to jointly construct, operate, and maintain a facility at the corner of Palo Verde Street and Benson Avenue in the City of Montclair, California, for the purposes of producing water from and injecting water into the Chino Basin and treating such water, for their common benefit. The facility and appurtenances, which was subsequently constructed and is in operation under the 2004 Agreement, is now known as "Plant 33."

B. The Parties desire to enter this Agreement (1) whereby the District purchases the City's ownership interest in both the Plant 33 and Plant 33 real property, which were conveyed to the City via the 2004 Agreement, including the attached grant deed, and are collectively referred to herein as the "City Interest," for the negotiated purchase price of One Million Fifteen Thousand Dollars (\$1,015,000) ("Purchase Price"); and (2) to terminate the 2004 Agreement pursuant to Section 1.01 of the 2004 Agreement.

### **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

1. Agreement to Sell and Purchase the City Interest. In exchange for the Purchase Price, the City shall sell the City Interest to the District, and the District shall purchase the City Interest from the City. The Purchase Price shall be payable through wire transfer of funds from the District to the City concurrently with District's receipt of the executed quitclaim deed from City transferring the City Interest to District.

2. Previous Agreement. Upon execution of this Agreement, the 2004 Agreement is terminated.

### **GENERAL PROVISIONS**

3. Recitals. The above Recitals are true and correct.

4. Indemnification. Each Party hereby agrees to indemnify and hold the other Party harmless from and against any and all claims, losses, and damages, including legal fees and expenses, caused solely or primarily by such indemnifying Party, which arise out of the implementation of this Agreement.

5. Resolution of Disputes. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the County of San Bernardino before three arbitrators. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees and costs. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

6. Notices. Unless otherwise provided herein, all notices required to be given pursuant to this Agreement must be given in writing and delivered in person with acknowledged receipt, by overnight courier for next business day delivery with signature required, or by certified mail, return receipt requested, and sent to the intended recipient at the address set forth below:

To City:

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

To District:

Monte Vista Water District  
Attn: General Manager  
10575 Central Avenue  
Montclair, CA 91763

Any notice delivered or sent as provided above will be deemed to have been properly made on the same day it is hand delivered (even if such delivery is refused), on the first business day after delivery to an overnight courier service with instructions for deliver on the next business day, or the third business day after being deposited in the U.S. Mail, certified with return receipt requested. Either Party to this Agreement may change its address for notices hereunder by providing notice of such change to the other Party in the manner set forth above. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.

7. Governing Law. The Parties hereby agree that this Agreement is to be governed under the laws of the State of California and construed according to its plain meaning as if drafted by both City and District.

8. Attorneys' Fees. In any proceeding brought to enforce, confirm, modify, or vacate an award in arbitration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with other terms and provisions contained in this Agreement.

10. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

11. No Third-Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

12. Successors and Assigns. The terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

13. Further Cooperation. The Parties agree to execute, acknowledge if appropriate, and deliver any and all documents and cooperate in performing any and all acts in any commercially reasonable manner as may be necessary to carry out the intent of this Agreement as set forth in the Recitals and implement the terms and conditions of this Agreement.

14. Complete Agreement and Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations and agreements between the Parties, whether written or oral. This Agreement may be amended only by written instrument signed by both the City and the District.

15. Electronic Signatures and Counterparts. Any Party may execute this Agreement using an "electronic signature," as that term is defined in California Civil Code Section 1633.2, or a "digital signature," as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. This Agreement may be executed in counterparts (signatures may be by facsimile or electronic mail), each of which is hereby declared to be an original. All, however, shall constitute but one and the same Agreement.

16. Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by workforce strikes, riots, fire, flood, war, terrorism, governmental action, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, or acts of God.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CITY OF CHINO**

**MONTE VISTA WATER DISTRICT**

By: \_\_\_\_\_  
Linda Reich, City Manager

By: \_\_\_\_\_  
Justin M. Scott-Coe, General Manager

By: \_\_\_\_\_  
Eunice Ulloa, Mayor

By: \_\_\_\_\_  
Sandra S. Rose, President

ATTEST:

By: \_\_\_\_\_  
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Fred Galante, City Attorney

By: \_\_\_\_\_  
Andrew B. Gagen,  
Kidman Gagen Law LLP



3 Orig: J. Gleason  
1 XC: City Clerk

Contract No. 2004-225  
Approved 11-16-04 #13

## ***AGREEMENT***

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between the City of Chino, a general law municipal corporation ("City") and Monte Vista Water District, a County Water District ("MVWD"), referred to collectively in this Agreement as the "Parties" and individually as a "Party."

### **RECITALS**

The Parties are public agencies with adjacent boundaries, both of which are located within the Chino Groundwater Basin.

The Parties previously have acquired land and some existing facilities as tenants in common, located at the northwest corner of the intersection of Palo Verde Street and Benson Avenue in the City of Montclair, California (the "Site"), on which they intend to construct, operate and maintain the Project, sometimes referred to by the Parties as the "Benson and Palo Verde Project," for the purposes of producing water from and injecting water into the Chino Basin and treating such water, for their common benefit.

MVWD has constructed additional facilities on the Site, at its own expense, for purposes unrelated to any joint construction or use of the Project for the purpose provided in this Agreement.

The Parties obtain substantial amounts of their respective water supplies from the groundwater of Chino Basin, and from surface water imported by the Metropolitan Water District of Southern California ("MWD") and treated at the Agua de Lejos water treatment plant, owned and operated by a joint powers agency known as the Water Facilities Authority ("WFA") in which both of the Parties are member agencies.

The Parties are parties to and bound by the Judgment in the Chino Basin adjudication suit entered in San Bernardino County Superior Court Case No. 164327, now designated No. RCV51010, filed on January 30, 1978, and the Peace Agreement dated June 29, 2000, that prescribe various means by which the Chino Basin Optimum Basin Management Program ("OBMP") will be implemented in accordance with the continuing jurisdiction of the Court, including construction and operation of storage and recovery facilities and functions in the Chino Basin.

The Parties also are participants in a program of Chino Basin water storage and recovery known as the MWD Chino Basin Dry Year Yield Project ("MWD-CB DYYP"), for construction and operation of such facilities and functions, including facilities partially funded by MWD jointly from Proposition 13 state bond funds and MWD general funds.

The preliminary estimate of the anticipated total cost of the Project is \$5,090,000.

MWD will provide partial funding for the Project costs from such combined sources in the amount of \$1,072,075 for each Party, for an aggregate partial Project funding of Project costs in the amount of \$2,144,150.

The Parties intend that each Party will separately finance one half of the remainder of the Project costs, and will jointly design, construct, operate and maintain the Project, consisting generally of an activated storage and recovery ("ASR") groundwater well and associated wellhead water treatment equipment facility, as a part of the MWD-CB DYYP.

The Parties have the common power to finance, design, construct, operate and maintain the Project in accordance with California Government Code Section 6502, and this Agreement is entered into under the authority of the Joint Exercise of Powers Act, contained in Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises of the Parties and for other valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

#### **1. TERM**

**1.01** The term of this Agreement shall commence immediately upon its execution by both Parties, and continue either until terminated pursuant to Section 1.02 of this Agreement, by mutual consent of the Parties, or until the Project no longer is able to provide the service described in this Agreement. However, in the event that service provided is different than that described in this Agreement, then the Parties may, by mutual consent, amend this Agreement to reflect such revised service instead of terminating this Agreement.

**1.02** The Parties mutually agree to evaluate continued Project implementation after completion of the following Project phases: 1) pilot hole to depth, elog, aquifer zone test; and 2) ream and construction of well including final casing and gravel pack, well development by dual swab and air lift, and well yield test.

If it is determined during either one of these Project phases that the estimated cost of constructing, producing, treating, and replenishing an acre-foot of water from the Project will exceed the then current MWD Tier 2 rate, or effective equivalent, for the delivery of treated water supplies within its service area, either Party may terminate its continued participation in the Project under the terms and conditions of this Agreement. Should both Parties agree to terminate the Project, each Party will be equally liable for payment of all costs of any nature associated with the Project incurred to date, and the Parties' obligations under the provisions of this Agreement shall be void. If one Party opts to discontinue its participation in the Project and the other Party opts to continue with the Project, each Party will be equally liable for payment of all costs of any nature associated with the Project incurred to date. The Party opting to discontinue its participation in the Project shall thereafter retain the right to use its remaining share of MWD grant revenues to fund other previously qualified Inland Empire



Utilities Agency MWD-Chino Basin Dry Year-Yield Projects and the Parties' obligations under the provisions of this Agreement shall be void.

For the purposes of determining the estimated per Acre-foot Project cost, the following individual cost components will be utilized: 1) estimated total Project capital costs amortized over a 30-year period at an annual interest rate of five percent; 2) estimated wellhead treatment and disinfection costs; 3) estimated electrical costs; 4) estimated operations and maintenance cost; and 5) groundwater replenishment costs. The Project Manager and the firm or qualified individual selected to complete Project design, pursuant to Section 3.02 and 3.03 of this Agreement, shall be responsible for the development of the estimated per Acre-foot Project cost.

## **2. PROJECT DESCRIPTION**

The Project will consist of the financing, design, construction, operation and maintenance of an ASR groundwater well and associated wellhead water treatment facility located on the Site jointly owned by the Parties. However, the facilities previously constructed on the Site by MVWD at its own expense are not included as a part of the Project.

The Project shall be designed so that it can be used, at various times, either to extract water from or inject water into the Chino Basin, in accordance with the needs of the Parties. The Project design extraction capacity shall be 2000 gpm, and the Project design injection capacity shall be the maximum attainable with the extraction design facilities as provided herein. Since the quality of water extracted by the Project may not satisfy applicable drinking water quality standards, the Project also shall be designed to include wellhead water treatment equipment to treat the full extraction capacity of the well in a manner that such water quality will satisfy all applicable drinking water quality standards.

The Project also shall be designed and equipped in such a manner that each Party will be able to activate or deactivate extraction/injection facilities automatically by remote telemetered control systems and equipment, which shall enable either Party to determine at any time whether the Project is injecting, extracting, and treating water.

## **3. DESIGN AND CONSTRUCTION**

**3.01 Lead Administrative Agency.** The Parties recognize and acknowledge that it will be more efficient and effective for them to select one Party to assume the role of lead administrative agency for the purpose of overseeing the day-to-day administrative, billing, design and construction activities of the Project. The Parties hereby designate MVWD as the lead administrative agency for this Project. In fulfilling the duties of the lead administrative agency MVWD'S responsibilities shall include, but not be limited to, the following Project related activities.

**3.01.01 Project Manager-Request for Proposals.** MVWD shall prepare draft and final Requests for Proposal (RFP) for the selection of a Project Manager. The specific criteria and qualifications for the Project Manager shall be determined after input and approval by City and shall be included in the RFP. The process for distribution of the RFP and selection of the Project Manager shall be in compliance with the provisions of the California Public Contract Code, Sections 20100 et seq., governing "*Contracting by Local Agencies.*"



**3.01.02 CEQA Compliance.** Preparation of Project environmental documentation required to comply with the California Environmental Quality Act (California Public Resources Code, Section 21000 et seq., and its Guidelines in Title 14 of the California Code of Regulations Section 15000 et seq.).

**3.01.03 Project Accounting and Administration.** MVWD shall: 1) develop Project accounting methods; 2) administer Project budget; 3) develop MWD-CB DYYP grant reporting methods; 4) review all Project-related expenditures and administer processing of payment after approval by both Parties; and 5) prepare all MWD-CB DYYP grant reimbursement requests of each of the Parties, and submit after approval by both Parties.

MVWD shall prepare all documents necessary to fulfill the tasks described in this paragraph, and shall provide copies thereof to City for its records. MVWD shall make the records and accounts and supporting information available to City upon its request at all reasonable times.

**3.01.04 Compensation for Administrative Services.** As compensation for MVWD'S effort, work, and services in discharging its duties as lead administrative agency, City shall pay to MVWD the amount of \$10,000 per fiscal year, not to exceed a total of \$40,000, as its pro-rata share of the cost of providing such services. Within 30 days of the effective date of this agreement, MVWD shall invoice the City for \$5,000 (one-half of the amount of the \$10,000 annual sum), and invoice the City for the remainder of the annual sum six months later. The first fiscal year sum will be pro-rated to coincide with the effective date of this agreement.

**3.02 Project Manager.** The Parties shall select a qualified individual or firm to serve as Project Manager on or about December 31, 2004, to oversee the design and construction of the Project.

**3.03 Design.** The design of the Project shall be accomplished by a qualified individual or firm selected through a RFP process. Distribution of the RFP shall be in compliance with the above-mentioned provisions of the California Public Contract Code.

The Project Manager, in consultation with the Parties, shall prepare the RFP containing the criteria and qualifications for such individual or firm. Selection of the qualified individual or firm to complete the Project design shall be initiated promptly after selection of the Project Manager. Approval of the RFP as well as the selection of the design individual or firm shall be made by the Parties after consultation with the Project Manager. Project design shall occur in phases. The first phase shall consist of well design and be completed on or about September 2005.

**3.04 Construction.** Construction of the Project shall commence promptly after the completion of the Project design and its approval by the Parties. Selection of a construction contractor shall be through a competitive bidding process in compliance with the provisions of the California Public Contract Code. Approval of the Project design and selection of the construction contractor shall be made by the Parties after consultation with the Project Manager. Well construction shall be completed on or about September 2006. Wellhead treatment construction shall be completed by March 8, 2008.



#### 4. MAINTENANCE

**4.01 Schedule.** Prior to commencement of operation, the Project Manager, in consultation with the Parties, shall establish a schedule of maintenance activities to keep the Project in good operating condition at all times, as well as to keep it safe and secure for the Parties, Site neighbors, and others. Examples of such activities are routine physical inspection of the Site, facilities and equipment, lubricating the equipment, inspection of grounds and fences, meter reading and collection of production samples. Such activities also shall include response to telemetry signals that require inspection of the facilities or equipment at any time during a 24-hour period. The schedule must be acceptable to Parties as well as the California Department of Health Services ("DOHS") and other applicable regulatory agencies.

**4.02 Standards.** It shall be the duty of each Party to utilize American Waterworks Association standards or other mutually agreed upon prudent, industry-accepted standards, in operating and maintaining the Project in good working order. The Parties also shall maintain accurate and complete records of all maintenance activities, which shall be available to both Parties at all reasonable times.

**4.03. Records.** Both of the Parties shall at all times maintain written logs, records and journals to record site visitations and operation and maintenance activities that sufficiently detail and describe such activities for the benefit of both of the Parties and all other regulatory agencies. Each Party may inspect and photocopy such logs, records and journals, after reasonable notice to the other Party.

**4.04 Qualified Personnel.** Each Party is responsible for the provision of the required qualified personnel for the operation and maintenance of the Project, duly certified by the DOHS during that period when such Party is responsible for the operation and maintenance of the project under the provisions of Section 5.03. However, in the event that one Party does not have such personnel, but the other does, the other may provide such personnel, subject to reimbursement of the actual cost thereof.

**4.05 Repairs.** Other than minor repairs during routine maintenance, repairs and replacements shall be approved in advance by both Parties. However, it is recognized by the Parties that the need for emergency repairs may occur during periods of Project use. If such a need for repair occurs during a critical period and requires immediate action to repair, the affected Party may take action to obtain necessary repairs to get the Project back on line, without approval of the other Party, but subject to provision of a written notification to the other Party within seven days after the need for emergency repairs occurs. The cost of all repairs shall be paid equally by the Parties.

#### 5. OPERATION

**5.01 Equipping Facilities.** The Parties shall equip the Project as needed on an ongoing basis, or cause it to be so equipped, so that at all times it will constitute a complete and operational water production, injection and treatment facility, which is operated and maintained in an efficient and economical manner.



**5.02 Meters.** Each Party shall install and maintain in good working order water meters to record the flow of water into and out of its pipeline connected to the Project, and maintain an accurate and complete record of such flows, which shall constitute the measure of each Party's use of the Project. Such water meters shall be located so as to record water flow, whether directly into or out of a Party's pipeline from the well or through the water treatment facilities. Records of such meter readings shall be made available by each Party to the other Party within seven calendar days after a written request therefore. A meter for electrical power usage also shall be installed in the names of both of the Parties and the billing statement for such power usage shall be mailed to the Party then providing the Project maintenance operation services. The Party receiving the billing shall provide a copy of the billing statement to the other Party within 30 days of its receipt. A Party's share of the electrical power usage shall be determined from its use of the Project facilities as determined by the water meters.

**5.03 Responsibility of Parties to Maintain and Operate.** The Parties acknowledge and agree that there will be a period of time required to establish and develop proper records and protocol for the operation and maintenance of the Project including the Project's ASR wellhead treatment and flow control components. The Parties further agree that at the commencement of Project operation, MVWD shall have the primary duty to provide Project maintenance and operation services, in the most efficient and economical manner in accordance with a budget and schedule approved by the Parties through the first complete fiscal year of Project operation. The City shall assume responsibility for such services for a period of one year beginning with the second complete fiscal year of Project operation. Responsibility for such services will rotate for such one year periods thereafter, unless it is mutually agreed in writing by the Parties that a Party should continue to provide such services for more than a one year period.

## **6. OWNERSHIP**

**6.01** Each of the Parties shall own the Project equally, as tenants in common, including its previously acquired Site. However, it is acknowledged that the Project does not include those facilities previously constructed on the Site by MVWD at its expense, and which are solely owned by MVWD. If either party wishes to sell its interest in the Project, it may do so only after it is first offered for sale to the other Party for the same sale price, and the other Party declines to accept that offer. The purchaser, however, must be a public entity and must agree to assume all of the duties and responsibilities of the selling Party under this Agreement.

## **7. COSTS**

**7.01 Design and Construction.** The Metropolitan Water District of Southern California ("MWD") will provide a grant of partial funding for design and construction of the Project in the amount of \$1,072,075 for each Party, in part from the proceeds of state Proposition 13 bond funds allocated to MWD for disposition and in part from MWD general funds. The remaining costs of the Project design and construction shall be shared equally by the Parties.



**7.02 Assignment of MWD-CB DYYP Grant Funds.** To facilitate and streamline the accounting functions related to the Project, the City hereby assigns its portion of the MWD grant funding in the amount of \$1,072, 075 to MVWD, acting as the lead administrative agency, for the sole purpose of payment of Project related expenditures. The Parties further agree that all Project-related grant funds disbursed by Inland Empire Utilities Agency (IEUA) shall be distributed directly to MVWD for processing payment of approved expenditures. Both Parties shall have the right to review and approve all Project related expenditures prior to payment and subsequent submittal to IEUA for reimbursement. Such payments shall be made in accordance with the provisions of Section 3.01.03.

## **8. OPERATION, MAINTENANCE, AND REPAIR**

**8.01 Pro Rata Share.** All costs for Project operation and maintenance shall be borne by the Parties in proportion to their respective use of the Project, except for repairs, equipment upgrades, replacements and non-routine maintenance considered capital cost items, which shall be borne equally by the Parties.

**8.02 Capital Cost Items.** The costs of all items considered capital cost items shall be shared equally by the Parties on the basis of actual cost, with no mark-up or additional added cost, fee or charge.

**8.03 Capacity Entitlement Charge.** If one Party uses the Project during any month, in excess of one half of Project capacity, such Party shall pay the other Party the additional sum of fifty dollars (\$50.00) per acre foot for use of the non-user Party's entitlement to use one half of the extraction, injection and water treatment capacity of the Project, in addition to the pro rata portion of Project operation and maintenance costs for the period of such exclusive use. Such user Party shall keep detailed and accurate records of such use and provide true copies thereof to the other Party within seven days after the end of the month in which such use occurred.

**8.04 Watermaster Assessments.** Each Party shall meter and keep accurate records of all of its extractions and injections and separately shall pay Watermaster for all assessments and charges attributable to groundwater production and replenishment within the Chino Basin, and separately receive water injection credits for such usage.

**8.05 Budget.** No later than December 31 of each year, the Parties jointly shall develop and adopt a detailed annual budget and schedule for operation and maintenance of the Project, including reasonably anticipated equipment upgrades and replacements, for the next fiscal year of July 1 through June 30th. The budget shall be sufficiently detailed to identify separately the costs of injection, extraction and treatment functions of the Project, and also shall separately identify such costs attributable to the varying degrees of usage of the Project by the Parties.

**8.06 Personnel Charges.** The Parties shall include the cost of service provided by their own personnel at actual fully burdened hourly rates as may be established from time-to-time by motion, resolution, or ordinance of the respective governing bodies of the Parties.



**8.07 Priority of Use.** Use of the Project in an extraction mode by one of the Parties shall have priority over operation of the Project in an injection mode by the other Party. However, at the option of a Party wishing to operate the Project in an injection mode, such mode may take priority if such Party is able to provide the other Party with an alternative supply of water at a comparable quality and cost at a mutually agreeable location. Under such circumstances, the Project may be used in the injection mode in priority over the extraction mode.

The Parties further agree to work cooperatively to establish Project operation guidelines to maximize the potential water quality benefits of injection during the months of October through April, and of extraction generally during the months of May through September of each year.

## **9. ADMINISTRATION OF AGREEMENT**

Beginning with the first year of this Agreement and extending through the first complete fiscal year of Project operation, MVWD shall administer this Agreement, have charge of, handle and have access to the Project funds and property, subject to strict accountability for all funds and report of all receipts and disbursements, and shall provide all Project maintenance and operation services in accordance with the provisions of Section 5.03 of this Agreement. Administration of this Agreement beyond the first complete fiscal year of the Project operation shall be provided by the Party that then is assuming responsibility for Project maintenance and operation services pursuant to Section 5.03 of this Agreement, unless otherwise agreed by both Parties.

## **10. INSURANCE**

**10.01 Liability Insurance.** Each Party shall maintain in full force and effect, throughout the term of this Agreement, at its own expense, liability protection against losses from bodily injury, including death, personal injury and property damage arising out of the use, occupancy, or maintenance of the premises, or related activities, including construction. Said coverage also shall protect as "additional insureds" or "additional protected parties" the other Party, its officers, officials, agents, and employees against claims or liability for such losses. This limit of said protection shall be not less than \$5,000,000 per occurrence. All insurance to be maintained as provided in this Section may be provided for as part of any other liability protection program established by the respective Parties, including insurance, self-insurance, or group self-insurance.

**10.02 Property Insurance.** As agreed between the Parties, one Party shall maintain, throughout the term of this Agreement, property insurance covering "risks of loss" covering premises, fixtures, equipment, buildings, all property situated in, on, or constituting a part of the premises and any improvements, in an amount (less the appropriate deductible amount) equal to the replacement cost of such property. Such insurance shall be maintained in conjunction with other insurance carried by the respective Party. The Party providing such insurance shall be the one that both Parties agree is able to provide the best protection at the lowest cost. The Party providing such insurance shall maintain a separate accounting of the cost of such insurance. Half the cost of such insurance shall be reimbursed to the providing Party by the other Party. Each Party shall be listed or endorsed on the coverage as a Loss Payee as its interests may appear.



In the alternative to provision of property insurance by one of the Parties through its existing protection program, the Parties may agree to arrange the purchase of separate commercial property insurance coverage for the Project Facilities covering premises, fixtures, equipment, buildings, all property situated in, on, or constituting a part of the premises and any improvements. Coverage shall be at least as broad as the Insurance Services Offices special causes of loss form CP 10 30. Coverage shall be sufficient to insure 100 percent of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, contents coverage, coverage for personal property of others, ordinance or law and increase cost of construction coverage. Builder's risk insurance shall be arranged during the period of any major alteration or improvement, using the broadest form available. Such insurance shall cover "risks of loss" on a replacement cost basis with no coinsurance provision. Each Party shall be listed on the policy as loss payee as its interests may appear. The policy shall include a waiver of any right of recovery by the insurer against either Party. In the event that purchase of separate insurance is deemed the most effective way to provide protection, each Party shall pay one-half of the cost of the insurance premium. Coverage shall be arranged by either of the Parties as agreed by both Parties.

## **11. INDEMNIFICATION**

Each Party hereby agrees to indemnify and hold the other Party harmless from and against any and all claims, losses and damages, including legal fees and expenses, caused solely or primarily by such indemnifying party, which arise out of:

**11.01** The use, maintenance, condition of management of, or any work or thing done on, the Project by such indemnifying party;

**11.02** Any breach or default on the part of such indemnifying party in the performance of any of its obligations under this Agreement; and

**11.03** Any act of negligence of such indemnifying party, or any of its agents, contractors, servants, employees or licensees with respect to the Project.

## **12. ADMINISTRATIVE PROVISIONS**

**12.01 No Recourse.** All covenants, stipulations, promises, agreements and obligations of the Partners hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Parties hereto, respectively, and not of any officer, employee or agent of the Parties in an individual capacity, and no recourse shall be had for any claim under this Agreement against any officer, employee or agent of the Parties.

**12.02 Severability.** If any one or more of the covenants, promises, agreements or obligations provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, and therefore invalid and unenforceable, then such covenant, promise, agreement, or obligation shall be deemed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained, and shall in no way affect the validity of any other provision of this Agreement.

**12.03 Headings.** Any headings preceding the text of the several sections and paragraphs hereof, table, and any table of contents shall be solely for convenience of reference and shall not constitute a part of this Agreement or shall affect its meaning, construction or effect.

**12.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Parties and their respective successors and assigns.

**12.05 Notices.** All notices and other communications hereunder shall be sufficiently given and shall be deemed given to the Parties when delivered or deposited in the United States mail in registered form with postage fully prepaid, addressed as follows:

CITY OF CHINO  
13220 Central Avenue  
Chino, CA 91710  
Attention: City Manager

MONTE VISTA WATER DISTRICT  
10575 Central Avenue  
Montclair, CA 91763  
Attention: General Manager

A Party, by written notice to the other Party, may designate different addresses to which notices and other communications are required to be sent

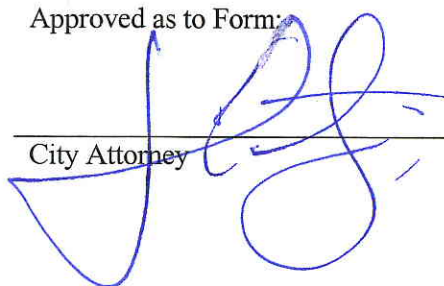
**12.06 Attorneys Fees.** Should either Party commence an action to enforce the provisions of or actions arising out of this Agreement, through arbitration or any court having jurisdiction, and prevail in such action or proceeding, then the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, expert witness fees, consultant fees and testing fees in connection therewith, including such fees and costs for prosecuting or defending any appeal, or incurred in any supplemental proceeding, until the award or judgment is satisfied in full as may be awarded by the arbitrator or judge.

### **13. DISPUTE RESOLUTION**

Any dispute between the Parties, which may arise under this Agreement shall be submitted to non-binding arbitration, conducted by the San Bernardino/Riverside Panel of the Judicial Arbitration and Mediation Services, Inc., in accordance with its rules in effect at the time of the commencement of the arbitration proceedings. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Reasonable discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by Judicial Arbitration and Mediation Services, Inc., in accordance with its rules and procedures for such mediation.




Approved as to Form:

  
\_\_\_\_\_  
City Attorney

11/11/04  
\_\_\_\_\_  
Date


Approved as to Content:

  
\_\_\_\_\_  
Patrick J. Glover, P.E.  
Director of Public Works/City Engineer

12.1.04

\_\_\_\_\_  
Date

CITY OF CHINO

  
\_\_\_\_\_  
Glen Rojas  
City Manager

12-8-04


\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Lenna J. Tanner, City Clerk


12-8-04  
\_\_\_\_\_  
Date

MONTE VISTA WATER DISTRICT

By:   
\_\_\_\_\_  
Robb D. Quincey, President  
Board of Directors

12/16/04


\_\_\_\_\_  
Date

By:   
\_\_\_\_\_  
Mark N. Kinsey, Secretary

11/23/04

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce J. Lance, Jr.  
Legal Counsel

11/22/04

\_\_\_\_\_  
Date

DGC:jg

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: MAY 20, 2025

**TO: LINDA REICH, CITY MANAGER**

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

**SUBJECT**

Professional Services Agreement - Arellano Associates Public Outreach Services for the Euclid Avenue Bridge Project (ST243).

**RECOMMENDATION**

Award a Professional Services Agreement to Arellano Associates for \$499,983 for Public Outreach Services for the Euclid Avenue Bridge Project (ST243); and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds are budgeted in the Fiscal Year 2024-25 Capital Improvement Program (CIP) for the Euclid Avenue Bridge Project (ST243).

Euclid Avenue Bridge Project (ST243)			
Fund	Adopted Budget	Encumbrances/ Expenditures	Budget Available
320 Transportation	\$5,777,973.59	\$4,230,673.34	\$1,547,300.25

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.

Expenditure: 3207100 – 48007 – ST243

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

## **BACKGROUND**

Euclid Avenue, between State Route 71 (SR-71) and Pine Avenue, is subject to frequent flooding during heavy rain events. Due to the street's dip in the roadway, a significant storm event can raise the water level of Chino Creek and overtop the roadway requiring roadway closure. Detours around Euclid Avenue are typically circuitous and send passenger vehicles and heavy trucks through local streets that would otherwise not carry such significant volume and load. The Euclid Avenue Bridge Project (ST243) aims to decrease the impact of heavy rain events by raising the street profile to accommodate the free flow of storm water. A raised profile design will increase safety and create reliable access of the roadway even during heavy rain events. It will eliminate the recurring Public Works crew responses to close the gates, maintenance cost for clean-up and debris removal after flooding, and will also end inconvenience to motorists from repeated road closures during heavy rain events. All of these additional Public Works responses divert crews and resources from responding to other safety concerns during rain events. City of Chino is a large City that covers nearly 30 square miles. The project will also add pedestrian and bicycle facilities to make it a multi-modal corridor for all users.

The Project was originally anticipated to require an Initial Study/Mitigated Negative Declaration (IS/MND) under the California Environmental Quality Act (CEQA). However, City staff now propose preparing a more comprehensive environmental document—an Environmental Impact Report (EIR)—to better support the Project. On October 8, 2024, staff presented a comparative analysis of the IS/MND and EIR to the Infrastructure/Streets Committee. With support from the Committee, Development Services, and the San Bernardino County Transportation Authority, staff recommend the EIR for its more detailed assessment of project impacts and mitigations, enhanced opportunities for public and agency engagement, and stronger legal defensibility. Additionally, completing an EIR may increase the City's eligibility for federal funding once approved.

On February 4, 2025, City Council approved Amendment No. 2 with Biggs Cardosa Associates, for \$388,534.24 for additional consultant services to prepare an EIR for the Project. The amendment with Biggs Cardosa Associates did not include a public outreach component. Public outreach is required for the preparation of the EIR to comply with CEQA requirements. Given the Project's size and regional significance, public outreach will also be required during the design phase and potentially during the construction phase of the Project. The public outreach consultant will work closely with the City of Chino Public Outreach team to develop cohesive messaging and stakeholder engagement for the Project.

## **ISSUES/ANALYSIS**

On January 23, 2025, staff solicited a Request for Proposals (RFP#2025-0002) "Euclid Bridge Public Outreach" on PlanetBids, following City procurement policies. On February 20, 2025, the City received (7) seven proposals. Cost proposals were submitted in a separate file. Staff evaluated and ranked the proposals based on the following weighted criteria:

- Experience/qualifications: 30%
- Past performance/references: 25%
- Plan methodology/project approach: 25%
- Quality of responsiveness of proposal: 10%
- Cost evaluation: 10%

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: PROFESSIONAL SERVICES AGREEMENT - ARELLANO ASSOCIATES PUBLIC OUTREACH SERVICES FOR THE EUCLID AVENUE BRIDGE PROJECT (ST243).

PAGE: 3

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Staff selected the proposed consultant within the guidelines of the State of California Government Code and the City's Purchasing Ordinance. The final ranking of the firms is shown below:

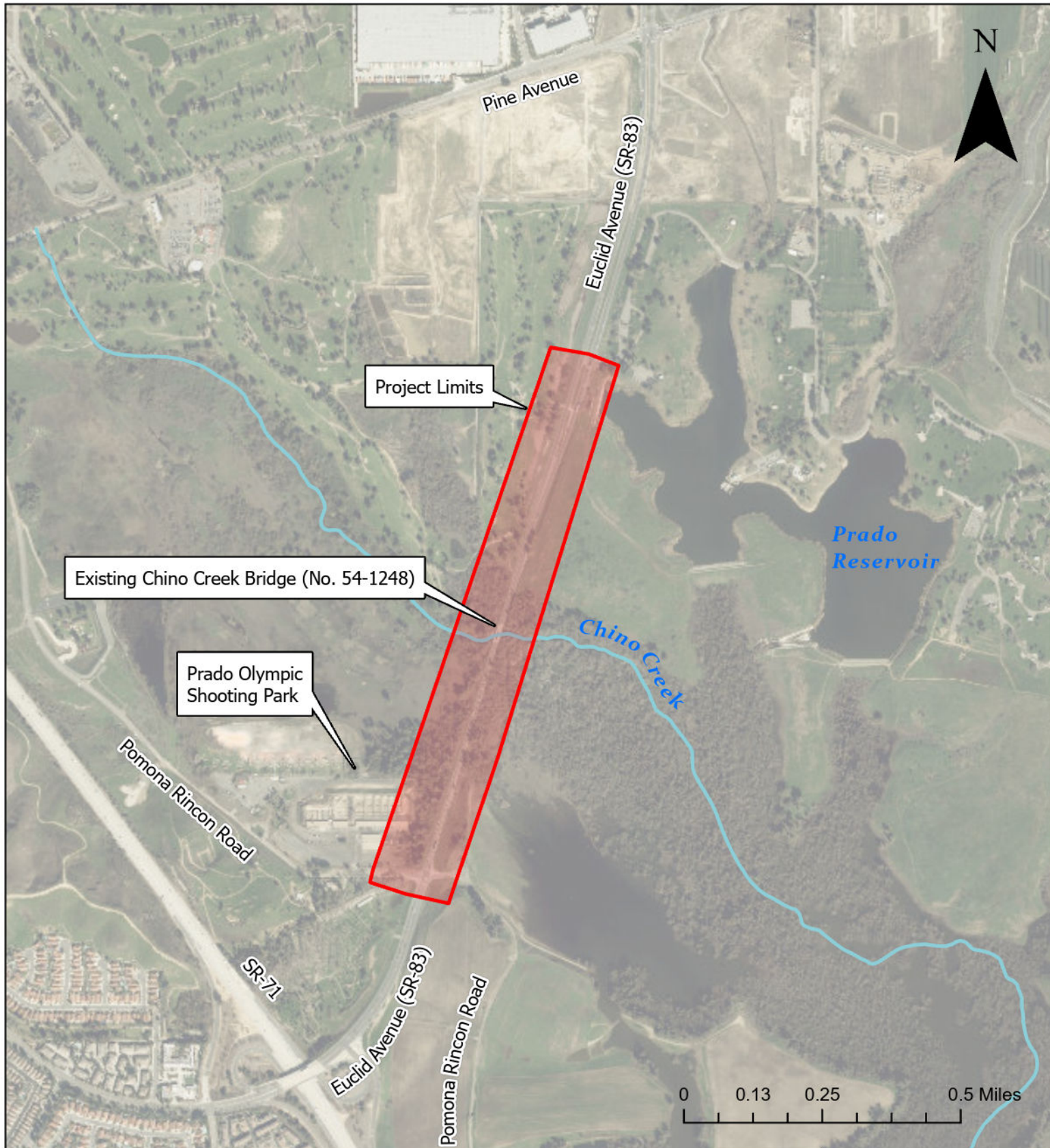
<b>RANK</b>	<b>CONSULTANT</b>
1	Arellano Associates
2	Kimley-Horn and Associates, Inc.
3	PlaceWorks, Inc.
4	Circlepoint
5	S. Groner Associates, Inc.
6	CV Strategies
7	Curt Pringle & Associates

Arellano Associates was selected as the highest-ranking proposal by the evaluation committee. Staff recommends that the City Council award a Professional Services Agreement to Arellano Associates for \$499,983 to complete Public Outreach Services for the Environmental and Design Phase, and Construction Phase of the Euclid Avenue Bridge Project (ST243).

Attachment: Exhibit A – ST243 Vicinity Map

Exhibit B - Professional Services Agreement – Arellano Associates





## Vicinity Map

# ST243 - Euclid Avenue Bridge Project





**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF CHINO AND  
ARELLANO ASSOCIATES**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 20<sup>th</sup> day of May, 2025 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and **Arellano Associates**, a California Corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

**A.** City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

**B.** Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

**C.** Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

**D.** The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Consultant’s Proposal.**

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

#### **1.5 Licenses, Permits, Fees and Assessments.**

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

#### **1.6 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

#### **1.7 Software and Computer Services.**

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

#### **1.8 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### **1.9 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### **1.10 Additional Services.**

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **1.11 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

#### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Ninety-Nine Thousand Nine Hundred Eighty-Three Dollars and Zero Cents (\$499,983.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

## **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5 Waiver.**

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## **2.6 Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

# **ARTICLE 3. PERFORMANCE SCHEDULE**

## **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

## **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this



reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be

under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2     Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3     Project Manager.**

The Project Manager shall be **Albert Espinoza, Deputy PW Director/City Engineer,** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4     Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant



agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

#### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

#### **7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.9 Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

## **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

# **ARTICLE 9. MISCELLANEOUS PROVISIONS**

## **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

## **9.2 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 this Agreement or any other rule of construction which might otherwise apply.

## **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

## **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

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

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CHINO, a municipal corporation

\_\_\_\_\_

Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_

Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_

Fred Galante, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_

Hye Jin Lee, PE, Department Director

**CONSULTANT:**  
**ARELLANO ASSOCIATES:**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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

\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

## **EXHIBIT “A-1”**

### **Scope of Work**

#### **Task A: Project Management & Administration**

AA will work closely with the City and Environmental Consultant to collaborate on a successful public involvement program to actively promote project awareness, achieve CEQA environmental outreach objectives, and facilitate project team efficiency and product delivery. AA will participate in a project kick-off meeting, monthly Project Development Team (PDT) meetings and other outreach focused meetings, as needed, to coordinate and time outreach objectives and scheduling with that of the team and technical objectives.

#### **Deliverables:**

- Participation in project kick-off meeting
- Participation in monthly PDT Meetings (up to 18x)
- Participation in outreach coordination meetings (up to 12x)

#### **Task B: Database and Public Participation Plan**

##### **B.1 Stakeholder Database, Logs & Email and Helpline**

AA will develop a stakeholder database to facilitate active participation from property owners, residents, businesses, schools, chambers of commerce, major employers, city offices, elected officials, news media, community-based organizations, transportation and transit agencies, emergency responders, utility providers and other identified stakeholders that may have interest in the project. The database will be updated on a regular basis and/or as needed by the City, such as after meetings or inquiries. The City shall provide existing contact lists to be included in the database at the start of the project. AA will also develop an Engagement Log to track the meetings, events and other activities conducted on behalf of the project. AA will develop a project email and/or helpline to enable the public to contact the team should they have any questions or comments. A Comment and Inquiry Log will also be developed to track these inputs and others received outside of coordinated engagements. AA will respond to all inquiries within three business days, with responses approved by the City.

##### **B.2 Public Participation Plan**

AA will coordinate with the City to develop a comprehensive Public Participation Plan (PPP). AA understands the City’s commitment to a comprehensive outreach program that provides project stakeholders with the necessary tools and resources to be educated, informed and to provide valuable input at key milestones. The PPP will build on this scope and will develop outreach strategies for consensus-building public involvement strategies and techniques to encourage participation from stakeholders and provide opportunities to provide input. AA will use City input and community research to implement an outreach plan tailored to the demographics and composition of the City. Following approval of the PPP, AA will take the lead

in executing the defined tasks, while working closely with the City for review/approval of all materials. See Sections C & D for details on planned messaging, collateral, and engagements.

Deliverables:

- Draft, final, and maintain a contact database
- Develop and maintain an Engagement Log, Comment and Inquiry Log
- Set-up and monitor a project email account and telephone helpline
- Draft and final Public Participation Plan

## **Task C: Collateral Materials**

### **C.1 Website and Interactive StoryMap**

AA will develop a project-specific website to provide information on the project description, purpose and benefits, and schedule and it will host all collateral materials and meeting presentations. The website will have a unique domain name and an easy-to-read design and format. AA will work with the City to ensure it is properly linked on the City's homepage as well as on a project-specific webpage that will link out to the separate project website. The website will have a link for visitors to comment on the project and ask to be included in the project database. Regular maintenance will be conducted to ensure the information is kept up to date. AA will coordinate directly with City staff to complete this task.

In addition, AA will collaborate with City staff to develop and maintain an interactive project StoryMap that compliments the webpage by using geography as a means of organizing and presenting information, such as design concepts. The StoryMap will also serve as a hub for collateral resources, share meeting announcements, and offer links to surveys, reports and other materials. AA will submit content, graphics, design, and layout recommendations in line with existing City guidelines for approval before anything is posted online.

### **C.2 Collateral Materials**

AA will draft and finalize collateral materials to ensure that consistent, accurate, easy to understand information is provided to the public. Collateral material will be used to build awareness, educate the community about the project, and solicit input as part of the engagement process for the EIR. Materials will be developed in hard copy and digital formats and made available at public meetings, pop-up event booths, briefings, presentations, City counters and posted to the project website. Development of materials will be supported by the City, Army Corps of Engineers, Caltrans, and the San Bernardino County Transportation Agency. To ensure access to non-English speaking members of the community, collateral will be provided in English, Spanish, and Mandarin. These include the following:

**Project Fact Sheet:** will include a project description, schedule, map and contact information

**Frequently Asked Questions (FAQs):** will provide common questions regarding the environmental process and the project in general, along with responses

**Key Messaging:** will be developed to provide internal guidance to the team and support consistent and clear messages to key stakeholders and the public

**Branding:** clear and eye-catching branding will be developed by AA to visually communicate the project and ensure a consistent look throughout all materials that is consistent with City design standards

**Branded Kit of Parts:** design templates for presentation and notification materials, including PowerPoint, display boards, postcards, flyers, posters, eblasts, social media widgets, and more.

All templates and resulting deliverables will be reviewed and approved by the City before distribution to the public.

Deliverables:

- Develop content and maintain a project website with City staff
- Develop and maintain a StoryMap as an expansion of the project webpage
- Draft, design and final Fact Sheet and FAQs with up to one round of updates
- Draft and finalize key messaging with up to one round of updates
- Design project branding and a branded kit of parts to support presentation and notification efforts
- Translation of materials and online tools to Spanish and Mandarin

### **C.3 Survey**

AA will collaborate with the City and Environmental Consultant to develop an online community survey, using Typeform, SurveyMonkey or the similar platform to assess community preference and encourage stakeholders to sign-up for future project updates. The survey will be conducted at the time of scoping and be supported by the same notification campaign. As with other project resources, the survey will be made available in English, Spanish and Mandarin language formats and will be designed in print form as well to increase participation at events.

Deliverables:

- Draft and final survey questions and execution
- Translate and design print and online surveys in English, Spanish and Mandarin

### **Task D: Environmental Phase**

AA will lead the planning, notification, and execution of Scoping Meetings and Public Hearings, support the Environmental Consultant with the Notice of Preparation and Notice of Availability, aid in the collection and summarization of comments received during official comment periods, and provide notification for the release of the Final EIR. AA will develop work plans for scoping, release of the Draft EIR, and release of the Final EIR, and confer with the City to ensure accuracy and timing. Work plans will outline notification, meeting schedule, format, notification tools, meeting materials, timeline, logistics and staffing. AA will also support the Environmental

Consultant to develop meeting presentations, display boards, and other content as needed to support public engagement. Public meetings are recommended to be hosted in City facilities that

are ADA-accessible. All meetings will offer simultaneous interpretation in Spanish and Mandarin as well as at least one court reporter to provide official transcriptions. Spanish-speaking AA staff will be present at each meeting. Because Euclid Avenue is utilized by both locals and commuters from other cities traversing the highway, AA recommends additional measures be taken to generate interest in the project. For example, a video recording could be prepared for each milestone presentation that is uploaded to the project website and distributed through notifications to create greater awareness and engagement. However, AA will remain flexible to the needs of the City and open to switch to virtual webinars for any of the planned meetings. This would allow for the capture of a virtual meeting video and provide greater accessibility to participate in the meeting process.

### **D.1 Scoping Meetings, Notifications & Outreach Report**

The outreach team will execute two in-person public scoping meetings and will prepare all notifications, including traditional and digital methods, such as postcards, flyers, eblast, and social media. Meeting execution will include preparation of a site layout, logistic plan, collaboration on the agenda and presentation materials, and on-site preparations and staffing. Additional in-meeting activities will also be considered to create fun and interactive opportunities to participate and collect public input. AA will develop a summary report capturing the details of the meetings and comments received. As part of the meeting facilitation process, AA will support the review of the Notice of Preparation and provide feedback and additional support, if needed. AA will also coordinate translation of materials into Spanish and Mandarin to better improve accessibility. The meeting format will be compliant with CEQA, including featuring a court reporter to document public comments.

### **D.2 Public Hearings, Notifications & Outreach Report**

The outreach team will execute two in-person public scoping meetings and will prepare all notifications, including traditional and digital methods, such as postcards, flyers, eblast, and social media. Meeting execution will include preparation of a site layout, logistic plan, collaboration on the agenda and presentation materials, and on-site preparations and staffing. Additional in-meeting activities will also be considered to create fun and interactive opportunities to participate and collect public input. AA will develop a summary report capturing the details of the meetings and comments received. As part of the meeting facilitation process, AA will support the review of the Notice of Completion/Notice of Availability and provide feedback and additional support, if needed. AA will also coordinate translation of materials into Spanish and Mandarin to better improve accessibility. The meeting format will be compliant with CEQA, including featuring a court reporter to document public comments.

### **D.3 Final EIR Notification Support**

Upon the release of the Final EIR, AA will distribute a round of notifications to inform stakeholders of the document's availability. *Note: It is assumed that the Environmental Consultant will provide copies of the Final EIR for distribution to repository sites.*

AA will develop and execute three rounds of notifications for:

- 1) Distribution of the survey, Notice of Preparation and scoping
- 2) Release of the Draft EIR and upcoming public hearings; and
- 3) Availability of the Final EIR.

Public notifications will be translated into Spanish and Mandarin and will include the following:

**Direct Mail** – AA is prepared to conduct a direct mail campaign of postcards or flyers (up to 1,000 pieces) for each round of notification.

**E-blasts** – Extremely cost-effective method to reach email contacts in the project database.

**Social Media Posts and Reels** – Social media has proven to be a cost-effective strategy for instant public information and for generating community input. AA will utilize the existing City social media accounts to increase public awareness and participation. Content will include organic posts, events, and video Reels. Reels will be an essential tool leading up to public meetings, as audiences are more likely to engage with video over stagnant images. AA will work closely with the City to ensure that the content is posted in a timely manner to engage City residents and its followers.

**Flyers and Posters** – AA will develop content and design flyers to promote the scoping meetings and public hearings. These will be provided to the City to distribute to city facilities. These may also be offered to key stakeholders to share with their communities.

**Print Advertisements** – Display newspaper ads will be published to announce scoping and Public Hearings.

**Digital Advertisements** – Geotargeted social media ads can be programmed to reach local residents, businesses, and commuters.

**News releases** – AA will support the City in developing a news release in advance of each round of meetings. **Electronic Communications Toolkit** – AA will distribute messaging to promote public meetings to neighboring cities, other agencies, active community groups, and key stakeholders to enable them to share with their communities and increase the reach of notification.

**The Chino Link** – AA will develop short blurbs or articles to be featured in the City’s electronic newsletter.

**Repository Sites** – Hard copy notification materials can be disseminated via City Hall, Chamber of Commerce, local schools, libraries, etc.

#### **D.4 Information Booths and Pop-up Events**

AA will plan and coordinate opportunities to engage with the public through informational community events and/or pop-up booths prior to key environmental milestones, including scoping and release of the Draft EIR. AA will coordinate up to four (4) pop-ups to build project awareness and educate the public about the project’s progress and ways to become involved in



the environmental process. Events will include two staff members available to answer questions and educate the public, an information table with collateral material, and potentially a laptop or tablet to display the project website, survey and other online resources.

AA will work with City staff to coordinate events that will reach and engage a broad range of residents. By going out and meeting with people where they already congregate, the team will be able to reach diverse, underserved segments of the public that may be affected by the project. Bilingual staff and materials will be on-hand to improve accessibility to project information. Possible event locations include:

- Concert in the Park
- Farmers Markets
- Back-to-School Nights
- Sports League Opening Days
- Cultural/Ethnic Celebrations

### **D.5 Support at City Meetings**

AA will attend up to two (2) Infrastructure Committee Meetings, two (2) Planning Commission Meetings, and four (4) City Council meetings to support the technical team and respond to outreach-related questions from city representatives or members of the public. All meetings will be added to the Engagement Log for the project's public record.

#### **Deliverables:**

- Develop work plans for scoping, release of the Draft EIR, and release of Final EIR (up to 3)
- Coordination, logistics, staffing (up to 4) and execution of Scoping meetings, up to 2
- Coordination, logistics, staffing (up to 4) and execution of Public Hearings, up to 2
- Development and execution of mailings, distribution of flyers and posters at public repository sites, and display advertisements, up to 2 times (scoping and hearings only)
- Development and distribution of digital notification, including eblasts, e-communications toolkits, news releases, and newsletter blurbs (up to 3 rounds)
- Development of social media posting calendars for City's existing accounts, up to 3 rounds
- Development of social media video reels, up to 6
- Develop meeting materials, including agenda, handouts, and miscellaneous materials, such as sign-in sheets, comment cards, etc. in English, Spanish and Mandarin, as needed
- Support development and design of presentations and print exhibit boards, up to 15 per meeting round
- Coordination of simultaneous interpretation in Spanish and Mandarin, up to 4 meetings
- Reserve court reporters, up to 4 meetings
- Conduct community / pop-up events, up to 4
- Provide staffing, with at least 1 Spanish-speaking staffer per meeting and event
- Prepare and facilitate all logistics, in coordination with City staff
- Draft and final summary report for Scoping Meetings and for Public Hearings, up to 2
- Attend two (2) Infrastructure Committee Meetings

- Attend two (2) Planning Commission Meetings
- Attend four (4) City Council Meetings

## **Task E: Final Design Phase**

### **E.1 Final Design Community Meeting & Notifications**

AA will host one community meeting during the final design phase to present the complete design and status for the upcoming construction plan. The meeting will provide a presentation that will include an overview of the project purpose, benefits, design features, staging, access and detours, and how to remain informed. The meeting will feature an “open house” at the start of the meeting as well as after the presentation to provide a space for attendees to speak with project team members one-on-one and ask questions and view exhibits in greater detail.

AA will oversee logistics, including meeting scheduling, preparation and distribution of notices, trilingual (English, Spanish, Mandarin) staffing, meeting set-up and clean-up, meeting materials (sign-in sheets, comment cards, name badges and directional signage), photography, and refreshments. A notification campaign using traditional and digital methods will also be developed and executed to encourage participation.

### **E.2 Final Public Involvement Summary Report**

With the completion of the Final Design Meeting, AA will develop a comprehensive Public Involvement Summary Report that documents the whole of the project, including the addition of prior engagement summaries in an appendix.

#### **Deliverables:**

- Develop a work plan
- Coordination, logistics, staffing (up to 4) and execution of one (1) community meeting
- Development and distribution of notification materials, including mailings, eblasts, social media, flyers and posters, advertisements, e-communications toolkit, news releases, and newsletter blurbs
- Develop meeting materials, including agenda, handouts, and miscellaneous materials, such as sign-in sheets, comment cards, etc. in English, Spanish and Mandarin, as needed
- Support the design and development of the presentation and print exhibit boards (not to exceed 40)
- Provide simultaneous interpretation for Spanish and Mandarin in meeting
- Draft and final Public Involvement Summary Report

## **Task F: Construction Phase (36 months)**

AA will carry over the experience gained from supporting the environmental phase to complete the proposed scope to serve the construction phase. AA will support weekly meetings with the City and construction contractor, provide regular email communications to project stakeholders, distribute construction notices, capture progress on video, and execute a groundbreaking and ribbon-cutting event.

The outreach team will maintain the project database throughout the life of the project. AA will maintain the project helpline for residents and stakeholders to call in with questions on construction, which AA staff will monitor daily. AA will also maintain an inquiry log to note all inquiries received during the construction phase and will develop and distribute regular construction notices, including 55-hour weekend closures. These notices will include detour maps and all relevant details to inform local residents public and commuters of potential impacts. The outreach team will coordinate and facilitate up to four (4) virtual briefings with groups of key stakeholders prior to 55-hour weekend closures to ensure they are informed of the upcoming work, traffic impacts, detours, and other mitigations in place. Additionally, the outreach team will lead planning and execution of a groundbreaking event and ribbon-cutting event at the conclusion of major construction. AA will lead notification, vendor coordination, development of invitations and other collateral, talking points, and press releases.

As a way to visually document construction progress, AA will coordinate video recording sessions of the existing site conditions prior to construction and key construction milestones to capture the full “before and after” of the project. Footage can be taken with hand-held cameras as well as a drone, as AA has the equipment and technical video production expertise in-house. These videos can be tailored for promotion on social media via a full-length video or Reels.

**Deliverables:**

- Participate in weekly team meetings, up to 156
- Develop and distribute bi-weekly update eblasts, up to 78
- Develop and distribute street closure notices, including detour maps
- Provide regular website updates with construction updates
- Develop and maintain an inquiry log and telephone helpline
- Maintain the project contact database
- Lead virtual briefings with key stakeholders prior to 55-hour weekend closures, up to 4
- Update collateral materials
- Plan and execute a Groundbreaking event
- Plan and execute a Ribbon-cutting event
- Develop news releases, up to 15
- Develop monthly content for the Chino Link newsletter with construction updates, up to 36
- Capture video recordings before the start of major construction and during major key milestones and video development, up to 12

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

City of Chino  
Project No. ST243 Euclid Avenue Bridge  
Environmental Public Outreach



Duration: 18 months for Environmental Phase; 36 months for Construction Phase

Revised 3/31/2025

LABOR COSTS		Edgar Gutierrez		Jason Jackson		Margaret Meadows		Yvette Ximenez		Matt Evans		Kyle Santiago		Keven Michel				TOTAL	
		Principal-in-Charge		Env. Phs. Project Mgr.		Cnstr. Phs. Project Mgr.		Deputy Project Manager		Sr. Project Coordinator		Creative Lead		Tech Coordinator		Project Coordinator		Ast. Project Coordinator	
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
A+	Project Management & Administration (incl. 31 mtgs; kick-off, up to 18x PDT, and up to 12x outreach coordination mtgs)	5	\$ 1,161.60	40	\$ 6,653	-	\$ -	80	\$ 11,616	-	\$ -	-	\$ -	-	\$ -	-	\$ -	125	\$ 19,430.40
B+	Database and Public Participation Plan																		
B.1	Stakeholder Database, Engagement Log, Comment & Inquiry Log, and Project Email/Phone)	-	\$ -	5	\$ 832	-	\$ -	-	\$ -	15	\$ 1,940	-	\$ -	-	\$ -	50	\$ 4,620	70	\$ 5,174
B.2	Public Participation Plan (PPP)	1	\$ 232.32	2	\$ 333	-	\$ -	10	\$ 1,452	15	\$ 1,940	-	\$ -	2	\$ 195	-	\$ -	-	\$ -
C+	Collateral Materials																		
C.1	Website & StoryMap	-	\$ -	5	\$ 832	-	\$ -	30	\$ 4,356	40	\$ 5,174	5	\$ 726	25	\$ 2,442	20	\$ 1,848	-	\$ -
C.2	Collateral Materials (Branding, Fact Sheet, FAQ, & Key Messaging)	-	\$ -	5	\$ 832	-	\$ -	15	\$ 2,178	20	\$ 2,587	25	\$ 3,630	-	\$ -	30	\$ 2,772	-	\$ -
C.3	Survey and Analysis	-	\$ -	5	\$ 832	-	\$ -	5	\$ 726	20	\$ 2,587	10	\$ 1,452	20	\$ 1,954	-	\$ -	25	\$ 1,848
D+	Environmental Phase																		
D.1	Scoping Meetings, Notifications & Outreach Report (up to 2x mtg & 1x rpt)	4	\$ 929.28	15	\$ 2,495	-	\$ -	40	\$ 5,808	60	\$ 7,762	10	\$ 1,452		\$ -	70	\$ 6,468	70	\$ 5,174
D.2	Public Hearings, Notifications & Outreach Report (up to 2x mtg & 1x rpt)	4	\$ 929.28	15	\$ 2,495	-	\$ -	40	\$ 5,808	60	\$ 7,762	10	\$ 1,452		\$ -	70	\$ 6,468	70	\$ 5,174
D.3	Final EIR Notification Support	2	\$ 464.64	5	\$ 832	-	\$ -	10	\$ 1,452	30	\$ 3,881	5	\$ 726	5	\$ 488	35	\$ 3,234	20	\$ 1,478
D.4	Community/Pop-ups Events (up to 4x)	-	\$ -	-	\$ -	-	\$ -	5	\$ 726	15	\$ 1,940	-	\$ -	-	\$ -	40	\$ 3,696	40	\$ 2,957
D.5	Support at City Meetings (up to 8x)	-	\$ -	5	\$ 832	-	\$ -	15	\$ 2,178	20	\$ 2,587	-	\$ -	-	\$ -	-	\$ -	-	\$ -
E+	Final Design Phase																		
E.1	Final Design Community Meeting (up to 1x)	2	\$ 464.64	8	\$ 1,331	-	\$ -	20	\$ 2,904	35	\$ 4,528	10	\$ 1,452	-	\$ -	45	\$ 4,158	40	\$ 2,957
E.2	Final Public Involvement Summary Report	-	\$ -	5	\$ 832	-	\$ -	20	\$ 2,904	-	\$ -	-	\$ -	-	\$ -	15	\$ 1,386	-	\$ -
LABOR SUBTOTAL - Environmental Phase		18	\$ 4,181.76	115	\$ 19,126.80	-	\$ -	290	\$ 42,108.00	330	\$ 42,688.80	75	\$ 10,890.00	52	\$ 5,079.36	375	\$ 34,650.00	335	\$ 24,763.20
F+	Construction Outreach (36 mo)																		
	Team Coordination	-	\$ -	-	\$ -	75	\$ 14,850	-	\$ -	75	\$ 9,702	-	\$ -	-	\$ -	75	\$ 6,930	-	\$ -
	Construction Meetings (up to 156x)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	156	\$ 20,180	-	\$ -	-	\$ -	-	\$ -	156	\$ 20,180.16
	Virtual Briefings (up to 4x)	-	\$ -	-	\$ -	20	\$ 3,960	-	\$ -	20	\$ 2,587	-	\$ -	-	\$ -	20	\$ 1,848	-	\$ -
	Stakeholder Communications (incl. database, logs, & inquiries)	-	\$ -	-	\$ -	40	\$ 7,920	-	\$ -	140	\$ 18,110	-	\$ -	-	\$ -	170	\$ 15,708	-	\$ -
	Collateral	-	\$ -	-	\$ -	5	\$ 990	-	\$ -	20	\$ 2,587	20	\$ 2,904	-	\$ -	20	\$ 1,848	-	\$ -
	Notices and Digital Communications (bi-weekly)	-	\$ -	-	\$ -	50	\$ 9,900	-	\$ -	120	\$ 15,523	50	\$ 7,260	-	\$ -	234	\$ 21,622	-	\$ -
	Groundbreaking	-	\$ -	-	\$ -	20	\$ 3,960	-	\$ -	50	\$ 6,468	20	\$ 2,904	-	\$ -	60	\$ 5,544	70	\$ 5,174
	Ribbon Cutting	-	\$ -	-	\$ -	20	\$ 3,960	-	\$ -	50	\$ 6,468	20	\$ 2,904	-	\$ -	60	\$ 5,544	70	\$ 5,174
	Videography and Editing	-	\$ -	-	\$ -	15	\$ 2,970	-	\$ -	40	\$ 5,174	100	\$ 14,520	-	\$ -	125	\$ 11,550	-	\$ -
LABOR SUBTOTAL - Construction Phase		-	\$ -	-	\$ -	245	\$ 48,510.00	-	\$ -	671	\$ 86,800.56	210	\$ 30,492.00	-	\$ -	764	\$ 70,593.60	140	\$ 10,348.80
LABOR TOTAL		18	\$ 4,181.76	115	\$ 19,126.80	245	\$ 48,510.00	290	\$ 42,108.00	1,001	\$ 129,489.36	285	\$ 41,382.00	52	\$ 5,079.36	1,139	\$ 105,243.60	475	\$ 35,112.00

ESTIMATED DIRECT COSTS**		
Environmental Phase		
Public Notice Printing and Delivery (amount not to exceed)		\$ 3,000.00
General Printing (up to 30x boards, fact sheet, flyers, posters, etc.)	Assumes production of up to 30x graphic display boards for public meetings and events and multi-language handouts for meetings, events and public counters.	\$ 7,500.00
Online Communication Tools (web hosting, survey, helpline, etc.)	Assumes the City will establish a helpline for the project that AA will support ongoing management and updates.	\$ 500.00
Advertisements	Assumes coordination of up to 6x newsprint ads to compliment the Environmental Consultant's legal notification process. Remaining budget will be allocated to digital social media ads.	\$ 10,000.00
Translation (Spanish and Mandarin)	Assumes collateral, notifications and misc. materials will be translated in Spanish and Mandarin, as needed.	\$ 3,500.00
Interpretation (Spanish and Mandarin; up to 5x mtgs)	Assumes Spanish and Mandarin simultaneous interpretation for each public meeting.	\$ 6,000.00
Court Reporters (up to 4x)	Assumes the use of court reporter at both scoping meetings and public hearings.	\$ 6,000.00
Event Registration Fees (up to 4x)	Assumes event fees of up to \$500; up to 4 events	\$ 2,000.00
Misc. Supplies, Refreshments & Participation Incentives		\$ 600.00
Mileage/Parking		\$ 300.00
DIRECT COST SUB-TOTAL - Environmental Phase		\$ 39,400.00
Construction Phase		
Public Notice Printing and Delivery (amount not to exceed)		\$ 3,000.00
General Printing		\$ 7,000.00
Online Communication Tools (web hosting, survey, etc.)		\$ 500.00
Translation (Spanish and Mandarin)*	Assumes only collateral will be translated into Mandarin.	\$ 2,000.00
Drone Vendor		\$ 12,500.00
Vendor Fees for Events		\$ 5,000.00
Mileage/Parking		\$ 350.00
DIRECT COST SUB-TOTAL - Construction Phase		\$ 30,350.00
TOTAL DIRECT COST		\$ 69,750.00
TOTAL PROPOSED BUDGET		\$ 499,982.88

- ADDITIONAL ASSUMPTIONS
- A Assumes PDT and outreach coordination meetings will be held virtually, except for kick-off meeting which may be held in-person.
  - Assumes AA will prepare outreach agenda items for inclusion in up to 18x PDT meeting agendas and prepare outreach coordination meeting agendas and minutes for up to 12x meetings.
  - B.1 Assumes the City and Environmental Consultant shall provide known contact lists to aid in the development of the Stakeholder Database.
  - Assumes AA will create project branding and design templates, including but not limited to project logo, PowerPoint, display boards, eblast header, social media widgets, e-communication toolkits, etc.
  - C.3 Assumes the use of Typeform or similar preference survey platform and that the survey will occur in tandem with a meeting notification campaign.
  - D.1, D.2 & Assumes City will provide facility for public meetings
  - E.1 Assumes public meetings will be held in-person, in open house format and require the support of up to 4x staff per meeting, but AA will remain flexible to convert to virtual meeting format if the City so chooses.
  - Assumes AA will support the NOP and NOA distributions.
  - Assumes the Environmental Consultant or City will prepare all legal notices (including but not limited to NOP and NOC/NOA), shall afford legal ads, shall distribute copies of the EIR to public counters, and shall deliver legal documents/filings, such as with the County Clerk and Clearing House as required by CEQA.
  - Assumes AA will coordinate with the City to distribute posts and possibly digital ads through the City's social media pages.

\* Fully Burdened rate is inclusive of 140.00% overhead and 10% fee

\*\* To be billed at actual cost.

\* Tasks to be used for monthly invoicing.

## **EXHIBIT “D”**

### **SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**



## EXHIBIT “D-1”

### SCHEDULE

#### Schedule (Conceptual, subject to change)

	Environmental				Final Design				Construction											
	2025			2026				2027				2028				2029				
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>Task A: Project Management &amp; Admin.</b>																				
Kick-off, PDT, outreach team meetings																				
<b>Task B: Database and PPP</b>																				
Stakeholder Database and Email Logs																				
Public Participation Plan																				
<b>Task C: Website &amp; Collateral Materials</b>																				
Website and Interactive StoryMap																				
Collateral Materials																				
Survey																				
<b>Task D: Environmental Phase</b>																				
Scoping Meetings and Notification																				
Public Hearings and Notification																				
Final EIR Notification Support																				
Information Booths and Pop-up Events																				
Support at City Meetings																				
<b>Task D: Final Design Phase</b>																				
Final Design Community Meeting																				
Public Involvement Summary Report																				
<b>Task F: Construction Phase</b>																				
Weekly team meetings																				
Construction notices/update eblasts																				
Virtual briefings prior to 55-hour closures																				
Groundbreaking event																				
Ribbon-cutting event																				
Video recordings: construction progress																				

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

**SUBJECT**

Professional Services Agreement Amendment No. 1 – Benson Reservoir No. 3 Improvement Project (WA213)

**RECOMMENDATION**

Approve Amendment No. 1 for \$162,473 to the Professional Services Agreement with Dudek (Agreement No. 2024-282), for additional services to design a structural concrete tank for Benson Reservoir No. 3 Improvement Project (WA213); and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds are budgeted for the Fiscal Year 2024-2025 Capital Improvement Program (CIP) for the Benson Reservoir No. 3 Improvement Project (WA213).

Benson Reservoir No.3 Improvement Project (WA213)			
Fund	Adopted Budget	Expenditures/ Encumbrances	Available Budget
520 – Water Fund	\$4,509,440.00	(\$729,685.01)	\$3,779,754.99

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Financial Stability
- Responsible Long-Range Planning
- Effective Technology

Revenue: Click or tap here to enter text.

Expenditure: 5207310 – 48004 – WA213

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

## **BACKGROUND**

The Benson Water Treatment Plant (Benson WTP) centrally treats groundwater supplied from Well 5 and Well 9 located onsite, and Well 10 located offsite. The Benson WTP has the capacity to treat 3,400-gpm (gallons-per-minute) utilizing Granular Activated Carbon vessels to remove 1,2,3 TCP and a 5,000-gpm capacity to remove nitrate via a Calgon ISEP ion exchange. The Benson WTP supplies treated water to Reservoir No. 3 which supplies the Benson Booster Pump Station and boosts the flow into the water system.

The existing Benson Reservoir No. 3 was constructed in 1961 and does not meet current seismic requirements. The City plans to replace the existing 1.5-million-gallon (MG) capacity reservoir with a new 7-MG capacity reservoir on the northwest corner of the current site. The existing reservoir will be demolished following the installation of the new reservoir. This order of work allows for operations to be maintained at the Benson WTP during project construction.

On October 17, 2023, the City released a Request for Proposals (RFP#2023-7011) "Benson Reservoir 3 Improvement Project" and on November 14, 2023, the City received two proposals. On May 31, 2024, the City Council approved a professional services agreement with Dudek for design engineering and construction support for the Benson Reservoir 3 Improvement project for \$694,851. The Request for Proposals (RFP) scope included replacing the existing reservoir with a new steel tank to the maximum size possible. As part of their scope of work, Dudek prepared a Preliminary Design Report (PDR), to identify and address deficiencies and comply with all current applicable codes and standards for design development. The proposed design confirms that the site can accommodate a 172-foot diameter tank with a capacity of 7.4 MG. To meet current seismic code requirements, the tank's internal clearance height is set at 10 feet 8 inches, resulting in an overall height increase of approximately 10 feet compared to the existing tank.

## **ISSUES/ANALYSIS**

As part of the Project's PDR, Dudek evaluated alternative tank material solutions and now recommends modifications to better align with the City's long-term sustainability and fiscal responsibility goals. Dudek included the potential advantages of a concrete reservoir for the City's consideration. While the upfront construction cost of a concrete tank is approximately 40% higher than that of a steel tank, concrete structures offer reduced long-term maintenance needs. In contrast, steel reservoirs require regular recoating, and inconsistent maintenance can lead to significant structural deterioration and costly repairs over time. To memorialize the selection of the most cost-effective and sustainable option, the design team will conduct a comprehensive life cycle analysis comparing steel and concrete alternatives. The life cycle analysis will provide the more cost-effective and sustainable option to be concrete, however it must be memorialized in this way within the PDR to move forward. Based on this revised scope, staff recommend amending the design contract to incorporate this analysis and address long-term maintenance considerations.

Therefore, staff recommends the City Council approve Amendment No. 1 to the professional services agreement (2024-282) with Dudek for \$162,473 to complete additional design services for a structural concrete tank for the Benson Reservoir No. 3 Improvement Project for a total contract amount not to exceed \$857,324.

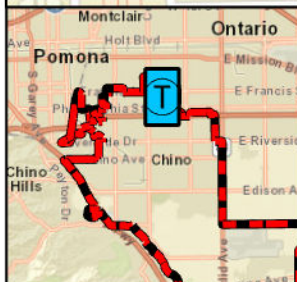
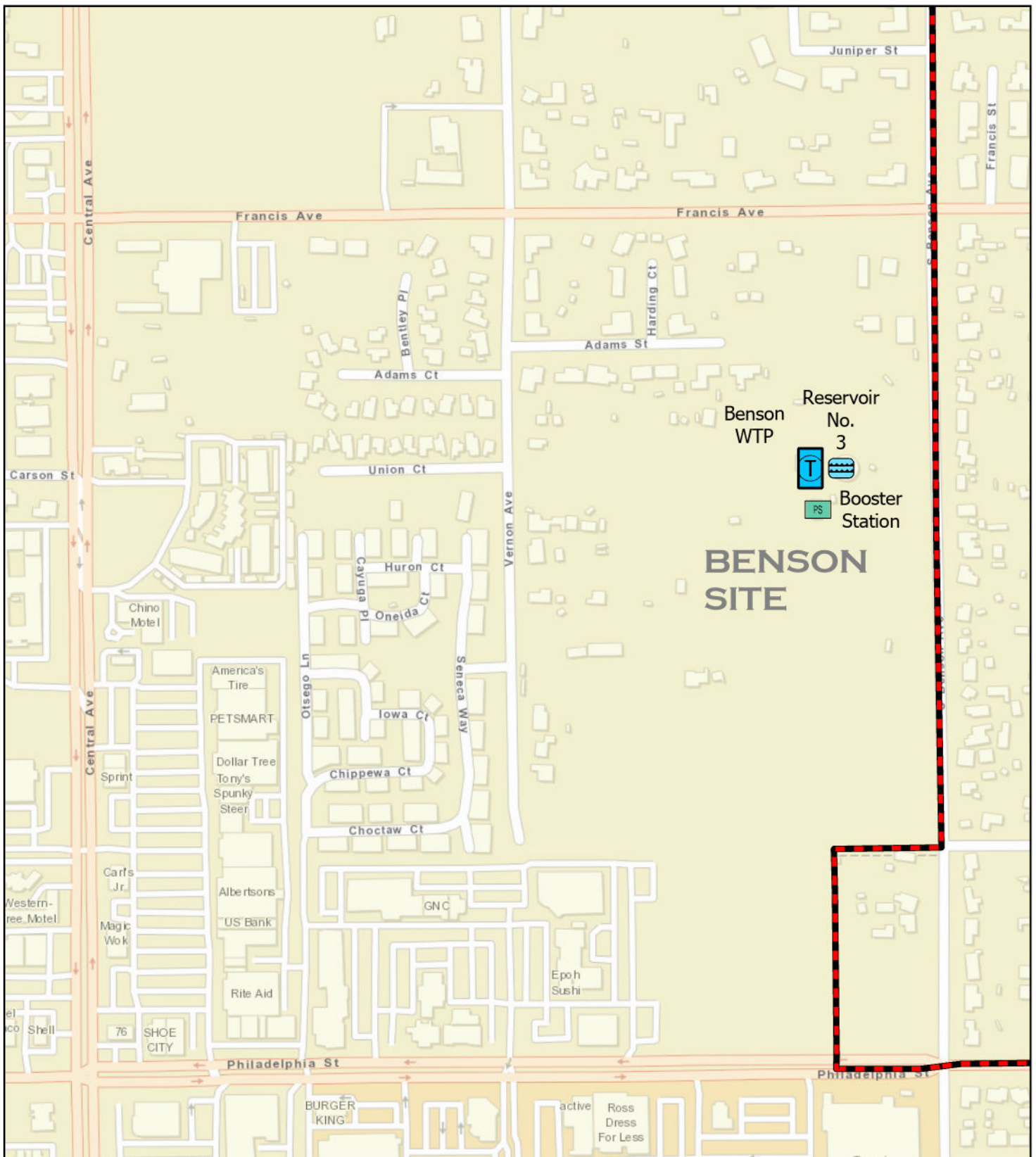
Attachments: Exhibit A – Project Vicinity Map  
Exhibit B – PSA Amendment No. 1 – Dudek (WA213)

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 - BENSON  
RESERVOIR NO. 3 IMPROVEMENT PROJECT (WA213)

PAGE: 3

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# EXHIBIT A - WA213 VICINITY MAP

## BENSON RESERVOIR NO. 3



Project Name/No.: Engineering Design & Bid  
Support Svcs for WA213  
Project Manager: PW/ N. Avila

Contract No.: 2024-282

Approved: \_\_\_\_\_

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR SERVICES** (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **Dudek**, a California Corporation (“Consultant”) is effective as of the **20<sup>th</sup> day of May, 2025**.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated **May 21, 2024** (“Agreement”) whereby Consultant agreed to provide engineering design and bid support services.

B. City and Consultant now desire to amend the Agreement to increase compensation, change the scope of services and extend the term of the Agreement.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.
  - (a) The Scope of Services provided in Exhibit “A-1” of the Agreement is amended to include Services as specified in Exhibit “A-2”, attached hereto.
  - (b) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **One Hundred Sixty-Two Thousand Four Hundred Seventy-Three Dollars and Zero Cents (\$162,473.00)** for additional design and bid support services for a new approximately 7 million gallon (MG) pre-stressed concrete reservoir at the City’s Benson Water Treatment Plant (WTP), and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C-1” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eight Hundred Fifty-Seven Thousand Three Hundred Twenty-Four Dollars and Zero Cents (\$857,324.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.
  - (c) The Schedule of Compensation provided in Exhibit “C-1” of the Agreement is revised to incorporate an updated fee schedule described in Exhibit “C-2”, attached hereto.
  - (d) The Schedule of Performance provided in Exhibit “D-1” of the Agreement is to be replaced by the Performance as specified in Exhibit “D-2”, attached hereto.

- (e) Section 3.4, Term, is hereby revised to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit “D-2”). Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CHINO, a municipal corporation

\_\_\_\_\_  
Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Hye Jin Lee, P.E., Director of Public Works

**CONSULTANT:**  
**DUDEK**

By:\_\_\_\_\_

Name: Joseph Monaco  
Title: President

By:\_\_\_\_\_

Name: Bob Ohlund  
Title: Vice President

Address: 605 Third Street \_\_\_\_\_  
Encinitas, CA 92024

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

## **EXHIBIT “A-2”**

April 13, 2025

Ms. Natalie Avila, EIT, Associate Engineer  
City of Chino  
navila@cityofchino.org

**Subject: Benson Reservoir and Improvements (WA213) Design and Bid Support Services –  
Amendment Proposal for Concrete Tank Design**

Dear Ms. Avila:

Dudek submitted a proposal for the Benson Reservoir and Improvements (WA213) Design and Bid Support Services on November 14, 2023, and entered negotiations for the work on March 20, 2024. Dudek submitted a final revised scope of work and proposal on April 2, 2024, and the revised proposal was accepted during the City Council Meeting on May 21, 2024.

The project has progressed with the completion of the Preliminary Design Phase. To date, Dudek has completed Tasks 1, 2a, 3, and 4 in their entirety, and made progress on Tasks 2b, 5, 6, 7, and 12. Dudek submitted the Final Preliminary Design Report (PDR) on March 5, 2025. The original proposal was based upon the design of a new AWWA D100 welded steel reservoir. After submitting the Final PDR, and subsequent discussions, the City elected to change the reservoir type to an AWWA D110 Type III pre-stressed concrete reservoir due to comparable construction costs for these two reservoir types and concerns about future recoating and potential replacement/repair costs for various roof structural component(s) affiliated with the AWWA D100 welded steel reservoir.

Dudek is respectfully submitting this cost amendment to our original proposal to provide design and bid support services for a new approximately 7 million gallon (MG) AWWA D110 Type III pre-stressed concrete reservoir at the City's Benson Water Treatment Plant (WTP). The revised scope of work is outlined in the sections below.

## **1 Scope of Services**

Dudek provided a Scope of Work in the November 2023 proposal, as well as an amendment to that Scope of Work on April 2024. Dudek will perform all work covered by these proposals, in addition to the deletions, revisions, and additions outlined in the following sections:

### **TASK 1: AS-BUILT RESEARCH, INVESTIGATION, AND REVIEW**

No change. Task has been completed.

#### **Deliverables:**

- N/A

## **TASK 2: PRELIMINARY DESIGN REPORT AND FINAL ENGINEERING DESIGN - REVISED**

### **Task 2.a: Preliminary Design Report**

---

Dudek has completed this task in its entirety assuming design of a welded steel reservoir.

Additional hours will be added as part of this task to revise the Final PDR to reflect design of a concrete reservoir. Revisions include but are not limited to:

- Class IV cost estimate
- Preliminary site layout and associated appurtenances
- Structural elements such as material types, foundation types, site/geotechnical concerns, scheduling, and seismic considerations
- Basis of design parameters including relevant codes, seismic and wind parameters, and geotechnical parameters
- Grading
- Proposed piping alignments
- Methods of mural application
- Any other sections or references to a welded steel reservoir

Dudek will submit a Draft PDR to the City for comments. Dudek will incorporate the City's comments and submit a Final PDR. Once accepted by the City, Dudek will begin development of contract documents related to grading. It is assumed that there will not be changes to the grading concept after the preliminary approach is accepted.

The MND project description has already been completed, and no changes to this scope are required.

Dudek has included labor hours and fee for one meeting prior to submission of the 30% design/PDR to get City buyoff on the concrete reservoir 30% Design before moving on to the 60% Design.

#### **Deliverables:**

- Draft Revised PDR
- Final Revised PDR

### **Task 2.b: Final Engineering Design**

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Following submission of the Final Revised PDR, Dudek will prepare a complete set of Construction Drawings. Dudek will submit 60%, 90%, and Final Drawings to the City for review and comment and incorporate all comments into subsequent submittals. Dudek has included labor hours and fee for one site visit (as mentioned in Task 12) to verify the final design is constructible given existing site conditions. The Final Drawings will be finalized construction drawings ready to be publicly bid. Dudek anticipates an additional 12 drawings to be required for the concrete reservoir design, resulting in a total sheet count of 65.

It is assumed for the purposes of this proposal that no modifications are required to the existing booster pump station or wellhead pumps. If the hydraulic analysis indicates that modifications or any additional construction is required, the work can be added Dudek will bill this on a time and materials basis pending approval of the City.

California Environmental Quality Act (CEQA) documentation will also be prepared and submitted as part of this task (reference Task 5).

**Deliverables:**

- **60% Drawings:** Electronic Submittal (PDF)
- **90% Drawings:** Electronic Submittal (PDF)
- **Final Drawings:** Electronic Submittal (PDF and CAD files) + 1 hard copy (mylar)

**TASK 3: FIELD INVESTIGATIONS**

No change. Task has been completed.

**Deliverables:**

- N/A

**TASK 4: HAZMAT REPORT**

No change. Task has been completed.

**Deliverables:**

- N/A

**TASK 5: PERMITTING**

**Task 5.a: Environmental**

Hours removed. Please note that according to the April 2024 revision, this task assumed submission of a Notice of Exemption. However, on September 25, 2024, the City Planner directed Dudek to complete a Mitigated Negative Declaration, which is shown in Task 15.

**Deliverables:**

- N/A

**Task 5.b: Other Permits**

No change.

**TASK 6: SITE IMPROVEMENTS**

No change in scope.

**Deliverables:**

- Draft and Final Drainage Design Memorandum

**TASK 7: WQMP**

No change.

**Deliverables:**

- Preliminary, 60%, and 100% WQMP

#### **TASK 8: ENGINEER'S QUANTITY AND COST ESTIMATE**

A few additional hours have been added to address project elements related to structural design of a concrete reservoir.

##### **Deliverables:**

- **60% Bid Schedule and EOPCC:** Electronic Submittal (PDF)
- **90% Bid Schedule and EOPCC:** Electronic Submittal (PDF)
- **Final Bid Schedule and EOPCC:** Electronic Submittal (PDF) + 1 hard copy

#### **TASK 9: CONSTRUCTION SPECIFICATIONS AND BID DOCUMENTS**

Additional hours have been added to address project elements related to structural design of a concrete reservoir.

##### **Deliverables:**

- **60% Technical Specifications and Bid Documents:** Electronic Submittal (PDF)
- **90% Technical Specifications and Bid Documents:** Electronic Submittal (PDF)
- **Final Technical Specifications and Bid Documents:** Electronic Submittal (PDF) + 1 hard copy

#### **TASK 10: PLAN INTERPRETATION AND BIDDING ASSISTANCE**

No change in scope. Please note that the slight increase in the fee is a result of an increase in the Corrosion Protection subconsultant's billing rates this year.

#### **TASK 11: CONSTRUCTION SUPPORT AND SHOP DRAWING REVIEW**

No change in scope. Additional hours have been added to address 3 additional re-submittals related to a concrete reservoir design, bringing the total assumed material submittals (inclusive of re-submittals) to 103. If additional submittals are required, Dudek will bill them on a time and materials basis pending approval of the City.

#### **TASK 12: MEETINGS AND SITE VISITS**

In addition to the original scope, Dudek will hold one additional Design Review Meeting after submittal of the Final Revised PDR. See Task 2a.

#### **TASK 13: AS-BUILT DRAWINGS**

No change in scope. Additional hours have been added to address as-builts for drawings related to structural design of a concrete reservoir.

##### **Deliverables:**

- **Record Drawings –** Electronic Submittal (PDF)

TO: MS. NATALIE AVILA, EIT, ASSOCIATE ENGINEER  
 SUBJECT: BENSON RESERVOIR AND IMPROVEMENTS (WA213) DESIGN AND BID SUPPORT SERVICES –  
 AMENDMENT PROPOSAL FOR CONCRETE TANK DESIGN

#### OPTIONAL TASK 14: HYDRAULIC MODEL

No change in scope.

#### OPTIONAL TASK 15: MND

No change in scope.

## 3 Schedule

The revised schedule is included in Attachment A.

## 4 Revised Fee Estimate

The amended contract value will be the original contract value of \$694,851 plus the Amendment No. 1 value of \$162,473, resulting in a total fee of \$857,324. See Table 1 for a summary of the fee adjustments. A more detailed breakdown is provided in Attachment B where all revisions are designated in red text.

**Table 1. Revised Fee Summary**

Task	Description	Original Contract Fee	Revised Contract Fee	Difference
1	As-Built Research, Investigation, and Review ( <i>complete</i> )	\$ 8,518	\$ 8,518	\$ -
2a	Draft and Final PDR	\$ 43,066	\$ 43,066	\$ -
2aR	Revised Final PDR	\$ -	\$ 28,190	\$ 28,190
2b	Engineering Design	\$ 214,680	\$ 321,178	\$ 106,498
3	Field Investigations ( <i>complete</i> )	\$ 53,621	\$ 53,621	\$ -
4	HazMat Report ( <i>complete</i> )	\$ 5,617	\$ 5,617	\$ -
5	Permitting	\$ 27,240	\$ 25,360	\$ (1,880)
6	Site Improvements	\$ 32,472	\$ 32,472	\$ -
7	WQMP	\$ 36,275	\$ 36,275	\$ -
8	Engineer's Quantity and Cost Estimate	\$ 22,728	\$ 34,036	\$ 11,308
9	Construction Specifications and Bid Documents	\$ 47,278	\$ 59,283	\$ 12,005
10	Plan Interpretation and Bidding Assistance	\$ 13,409	\$ 13,540	\$ 131
11	Construction Support and Shop Drawing Review	\$ 56,004	\$ 56,307	\$ 303
12	Meetings and Site Visits	\$ 28,500	\$ 30,010	\$ 1,510
13	As-Built Drawings	\$ 9,809	\$ 14,217	\$ 4,408
	<b>SUBTOTAL</b>	<b>\$ 599,217</b>	<b>\$ 761,690</b>	<b>\$ 162,473</b>
14	Hydraulic Model	\$ 8,919	\$ 8,919	\$ -
15	Preparation of MND	\$ 86,715	\$ 86,715	\$ -
	<b>TOTAL WITH OPTIONAL TASKS</b>	<b>\$ 694,851</b>	<b>\$ 857,324</b>	<b>\$ 162,473</b>

Thank you for the opportunity to submit this amendment proposal. Please feel free to call or email Kasey Harvey at [760-479-4882/kharvey@dudek.com](mailto:kharvey@dudek.com) with have questions regarding the proposal. We look forward to continuing work on the Benson Reservoir.

## City of Chino

Benson Reservoir Improvements (WA213) Design and Bid Services

DUDEK FEE ESTIMATE - REVISED

4/11/2025

**EXHIBIT "C-2"**

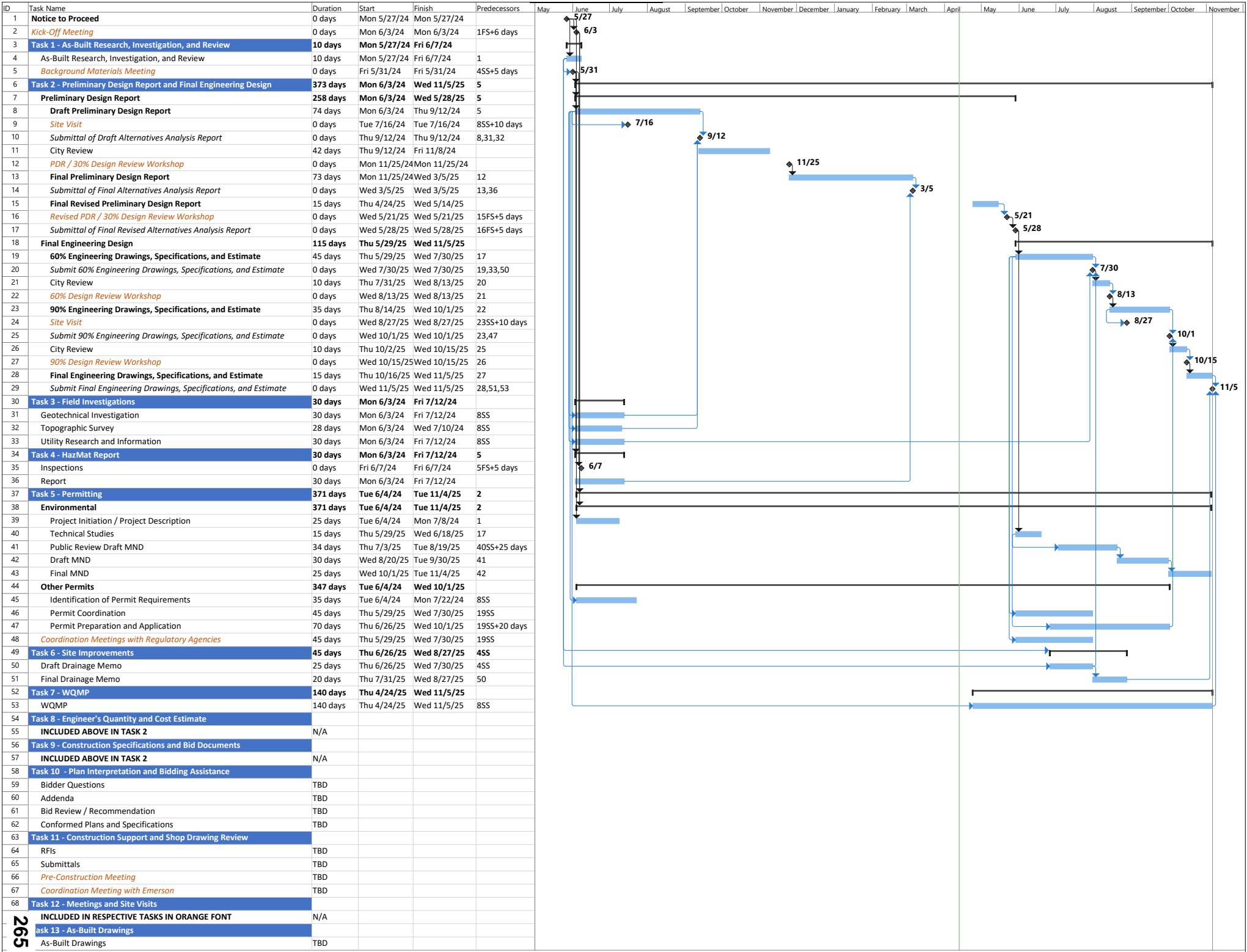
369.00

Dudek Labor Hours and Rates										Subconsultant Fees									
Project Team Role:		PIC - QA/QC	Project Manager	Senior Engineer/Modeler	Stormwater Engineer	Project Engineer	Electrical Engineer	CEQA Specialist	CAD / Graphic Designer	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Hazmat	Structural	Geotech	Survey	Corrosion	OTHER DIRECT COSTS	TOTAL FEE	
Team Member:		N. Harper	K. Harvey	L. Crano	N. Rieger	H. Markle	J. Schneider	A. Hardy	N. Hunter			Aurora	Kelsey	Leighton	Gilda	R.F. Yeager			
Billable Rate :		\$280	\$255	\$250	\$265	\$200	\$250	\$235	\$190			Fee	Fee	Fee	Fee	Fee			
Task 1	As-Built Research, Investigation, and Review (complete)																		
1.1	As-Built Research, Investigation, and Review (complete)			8		16		10		34	\$ 7,550		\$968					\$ 8,518	
	Subtotal Task 1	0	0	8	0	16	0	10	0	34	\$ 7,550	\$ -	\$ 968	\$ -	\$ -	\$ -	\$ -	\$ 8,518	
Task 2	Preliminary Design Report and Final Engineering Design																		
2.1	Draft Preliminary Design Report (complete)	2	12	20	8	40	8		40	130	\$ 28,340		\$2,398					\$ 30,738	
2.2	Final Preliminary Design Report (complete)	1	4	8	2	16	4		10	45	\$ 9,930		\$2,398					\$ 12,328	
2.2.1	Final Revised Preliminary Design Report	2	8	8		24	6		25	73	\$ 15,650		\$12,540					\$ 28,190	
2.3	60% Engineering Drawings	4	20	10	10	80	60		260	444	\$ 91,770		\$45,503			\$3,509		\$ 140,782	
2.4	90% Engineering Drawings	4	12	16	8	60	30		120	250	\$ 52,600		\$45,503			\$5,973		\$ 104,076	
2.5	Final Engineering Drawings	1	4	8	4	16	22		56	111	\$ 23,700		\$45,503			\$6,116	\$ 1,000	\$ 76,319	
	Subtotal Task 2	14	60	70	32	236	130	0	511	1053	\$ 221,990	\$ -	\$ 153,846	\$ -	\$ -	\$ 15,598	\$ 1,000	\$ 392,434	
Task 3	Field Investigations (complete)																		
3.1	Geotechnical Investigation (complete)		1	2						3	\$ 755			\$22,330		\$5,830		\$ 28,915	
3.2	Topographic Survey (complete)		1	2		2			4	9	\$ 1,915				\$13,200			\$ 15,115	
3.3	Utility Research and Notification (complete)		1	2		40				43	\$ 8,755		\$836					\$ 9,591	
	Subtotal Task 3	0	3	6	0	42	0	0	4	55	\$ 11,425	\$ -	\$ 836	\$ 22,330	\$ 13,200	\$ 5,830	\$ -	\$ 53,621	
Task 4	HazMat Report (complete)																		
4.1	Inspections (complete)		2	2						4	\$ 1,010	\$2,673						\$ 3,683	
4.2	Report (complete)		2	2						4	\$ 1,010	\$924						\$ 1,934	
	Subtotal Task 4	0	4	4	0	0	0	0	0	8	\$ 2,020	\$ 3,597	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,617	
Task 5	Permitting																		
5.1	CEQA NOE (not used)									0	\$ -							\$ -	
5.2	Other Permits	1	16	20		80				117	\$ 25,360							\$ 25,360	
	Subtotal Task 5	1	16	20	0	80	0	0	0	117	\$ 25,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,360	
Task 6	Site Improvements																		
6.1	Drainage Memo	2	4	28	12	60				106	\$ 23,760		\$8,712					\$ 32,472	
	Subtotal Task 6	2	4	28	12	60	0	0	0	106	\$ 23,760	\$ -	\$ 8,712	\$ -	\$ -	\$ -	\$ -	\$ 32,472	
Task 7	WQMP																		
7.1	WQMP	2	4	12	23	128				169	\$ 36,275							\$ 36,275	
	Subtotal Task 7	2	4	12	23	128	0	0	0	169	\$ 36,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,275	
Task 8	Engineer's Quantity and Cost Estimate																		
8.1	60% Quantity and Cost Estimate	2	4	8		32	8			54	\$ 11,980		\$3,010					\$ 14,990	
8.2	90% Quantity and Cost Estimate	1	2	6		20	6			35	\$ 7,790		\$3,010					\$ 10,800	
8.3	Final Quantity and Cost Estimate	1	1	2		16	4			24	\$ 5,235		\$3,010					\$ 8,245	
	Subtotal Task 8	4	7	16	0	68	18	0	0	113	\$ 25,005	\$ -	\$ 9,031	\$ -	\$ -	\$ -	\$ -	\$ 34,036	
Task 9	Construction Specifications and Bid Documents																		
9.1	60% Specifications and Bid Documents	4	10	18		60	24			116	\$ 26,170		\$3,274					\$ 29,444	
9.2	90% Specifications and Bid Documents	2	6	10		32	16			66	\$ 14,990		\$3,274					\$ 18,264	
9.3	Final Specifications and Bid Documents	1	4	6		20	6			37	\$ 8,300		\$3,274					\$ 11,574	
	Subtotal Task 9	7	20	34	0	112	46	0	0	219	\$ 49,460	\$ -	\$ 9,823	\$ -	\$ -	\$ -	\$ -	\$ 59,283	
Task 10	Plan Interpretation and Bidding Assistance																		
10.1	Bidder Questions		2	4		6				12	\$ 2,710		\$1,804					\$ 4,514	
10.2	Addenda (3)		2	2		4			8	16	\$ 3,330							\$ 3,330	
10.3	Bid Review / Recommendation		1	2		4				7	\$ 1,555							\$ 1,555	
10.4	Conformed Plans and Specifications		1	1		4	4			10	\$ 2,305					\$1,837		\$ 4,142	
	Subtotal Task 10	0	6	9	0	18	4	0	8	45	\$ 9,900	\$ -	\$ 1,804	\$ -	\$ -	\$ 1,837	\$ -	\$ 13,541	
Task 11	Construction Support and Shop Drawing Review																		
11.1	RFIs (30)		6	8		30	8			52	\$ 11,530		\$1,914			\$1,661		\$ 15,105	
11.2	Submittals (103)		10	20		100	20			150	\$ 32,550		\$6,160			\$2,492		\$ 41,202	
	Subtotal Task 11	0	16	28	0	130	28	0	0	202	\$ 44,080	\$ -	\$ 8,074	\$ -	\$ -	\$ 4,153	\$ -	\$ 56,307	
Task 12	Meetings and Site Visits																		
12.1	Kick-Off Meeting (1)		6	6						12	\$ 3,030						\$ 100	\$ 3,130	
12.2	Background Materials Meeting (1)		2	2						4	\$ 1,010							\$ 1,010	
12.3	Site Visits (2)		12	12			6			30	\$ 7,560		\$660				\$ 500	\$ 8,720	
12.4	Design Review Meetings (4)		8	8			8			24	\$ 6,040		\$660					\$ 6,700	
12.5	Coordination Meetings (5)		5	5						10	\$ 2,525							\$ 2,525	
12.6	Pre-Construction Meeting (1)		6							6	\$ 1,530						\$ 100	\$ 1,630	
12.7	Coordination Meeting with Emerson (1)						8			8	\$ 2,000						\$ 100	\$ 2,100	
12.8	Coordination Meetings with Regulatory Agencies (5)		5					12		17	\$ 4,095						\$ 100	\$ 4,195	
	Subtotal Task 12	0	44	33	0	0	22	12	0	111	\$ 27,790	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ 900	\$ 30,010	
Task 13	As-Built Drawings																		
13.1	As-Built Drawings		1	1		4	4		40	50	\$ 9,905		\$4,312					\$ 14,217	
	Subtotal Task 13	0	1	1	0	4	4	0	40	50	\$ 9,905	\$ -	\$ 4,312	\$ -	\$ -	\$ -	\$ -	\$ 14,217	
Total Non-Optional Hours and Fee		30	185	269	67	894	252	22	563	2282	\$ 494,520	\$ 3,597	\$ 198,726	\$ 22,330	\$ 13,200	\$ 27,418	\$ 1,900	\$ 761,691	
Percent of Hours:		1%	8%	12%	3%	38%	11%	1%	25%	100%									

Optional Services																		
<b>Task 14</b>	<b>Hydraulic Model</b>																	
14.1	Creation of New Hydraulic Model			30						30	\$ 7,500	\$1,419						\$ 8,919
	Subtotal Task 14	0	0	30	0	0	0	0	0	30	\$ 7,500	\$ 1,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,919
<b>Task 15</b>	<b>Preparation of MND</b>																	
15.1	CEQA Project Initiation / Project Description							10		10	\$ 2,350							\$ 2,350
15.2	CEQA Technical Studies							220		220	\$ 51,700							\$ 51,700
15.3	Draft MND							105		105	\$ 24,675							\$ 24
15.4	Final MND							34		34	\$ 7,990							\$ 7
	Subtotal Task 15	0	0	0	0	0	0	369	0	369	\$ 86,715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,715



EXHIBIT "D-2"



**MEMORANDUM  
CITY OF CHINO  
FINANCE DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**  
**FROM: KIM SAO, DIRECTOR OF FINANCE**

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**SUBJECT**

Annexation No. 9 of Territory into Existing Community Facilities District No. 2003-03 Improvement Area 5.

**RECOMMENDATION**

1) Conduct a Public Hearing; 2) adopt Resolution No. 2025-017 calling a special election for the purpose of approving an annexation into Improvement Area 5 of the Community Facilities District No. 2003-3; 3) adopt Resolution No. 2025-018, declaring results of the special election; and 4) authorize the City Manager to execute all documents on behalf of the City.

**FISCAL IMPACT**

Annexation of the property will initially add an additional \$2,102.50 of Special Taxes annually, to be levied within Improvement Area 5 of CFD 2003-3 to be used for certain municipal services described in the Resolution of Formation for CFD 2003-3. As the balance of the property develops, additional revenues from the planned multi-family development will be levied annually for the same purpose. The projected revenue from the planned multi-family development will be between \$108 and \$138, per developed unit. The aggregate projected annual revenue will vary based upon the final number and size of multi-family units constructed.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service
- Financial Stability

Revenue: 1001000-51200	Expenditure:
Transfer In:	Transfer Out:

## **BACKGROUND**

The City's General Plan requires the City to ensure that new development within the City has a fiscally neutral effect on the General Fund. That principle has been applied to all new developments in The Preserve.

The City formed CFD 2003-3 in The Preserve to pay for certain public facilities and necessary ongoing municipal services authorized by the Mello-Roos Act and the formation documents with respect to CFD 2003-3. In addition, the City formed Improvement Area 5 of CFD 2003-3 for the purpose of levying special taxes exclusively for payment of municipal services and administrative expenses for Improvement Area 5 (note: no public facilities are authorized to be financed through Improvement Area 5 and no CFD bonds will be issued payable by Improvement Area 5 Special Taxes). The Rate and Method of Apportionment for Improvement Area 5 (RMA) includes the Special Tax rates for residential and non-residential properties. Authorized municipal services payable from Improvement Area 5 Special Taxes include maintenance of parks, parkways and open space, flood and storm protection, operation of storm drainage systems, and public safety services.

On April 15, 2025, City Council adopted Resolution No. 2025-013 declaring the City of Chino's intention to annex territory into Improvement Area 5 of Community Facilities District No. 2003-3 for municipal services and establishing May 20, 2025 as the Public Hearing date.

## **ISSUES/ANALYSIS**

The property owner petitioning the City Council to annex into Improvement Area 5 is Chino Preserve Development Corporation, a California corporation (the "Owner"), which is controlled by Lewis Management Corp., a Delaware corporation ("Lewis"). The Landowner is seeking to annex into Improvement Area 5 of CFD 2003-3 as a condition of Resolution No. 2005-14 and subsequent resolutions, which require that all development projects within The Preserve annex into an existing CFD to fund necessary municipal services.

Upon adoption of Resolution No. 2025-013, a notice of Public Hearing was published in the local newspaper on May 17, 2025. Additionally, the full notice was sent to the Landowners as required by law. The Ballot and waiver form was sent to the Landowner. The waiver form allows the Landowner to waive the standard 90-day waiting period between the calling of the special election and the actual election, along with certain other procedures. The Landowner has signed the waiver to ensure the election occurs on an expedited basis.

The annexation into Improvement Area 5 of CFD 2003-3 shall be subject to approval of the qualified electors within the territory proposed to be annexed into Improvement Area 5 of CFD 2003-3 at a special election.

After the public hearing has been conducted, an election is held for the Landowner to cast its ballot. The ballot is tallied, and if the annexation is approved by the Landowner, the City adopts a resolution declaring the result of the special election and ordering annexation of the property into Improvement Area 5 of CFD 2003-3.

Attachments: Resolution No. 2025-017, Exhibit A  
Resolution No. 2025-018  
Annexation Boundary Map



## **RESOLUTION NO. 2025-017**

### **A RESOLUTION OF THE CITY COUNCIL OF CITY OF CHINO AUTHORIZING THE ANNEXATION OF CERTAIN TERRITORY TO IMPROVEMENT AREA 5 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, AUTHORIZING THE LEVY OF SPECIAL TAXES, AND CALLING ELECTIONS THEREIN (ANNEXATION NO. 9)**

**WHEREAS**, the City Council (the “City Council”) of City of Chino (the “City”) has heretofore adopted Resolution No. 2025-013 on April 15, 2025 (the “Resolution of Intention to Annex”) stating its intention to annex certain territory (the “Proposed Annexation Area”) to Improvement Area 5 (“Improvement Area 5”) of Community Facilities District No. 2003-3 of the City of Chino (the “Community Facilities District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

**WHEREAS**, a copy of the Resolution of Intention to Annex setting forth a description of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and the services (the “Services”) and costs of the Community Facilities District to be financed by Improvement Area 5 of the Community Facilities District, and the rate and method of apportionment of the special tax for Improvement Area 5 of the Community Facilities District proposed to be levied within the Proposed Annexation Area is on file with the Clerk of the City (the “City Clerk”) and is incorporated herein by reference; and

**WHEREAS**, a notice was published in a newspaper of general circulation at least seven (7) days prior to the public hearing on May 20, 2025 with respect to the matters described in the Resolution of Intention to Annex and notice was mailed to all owners of the land within the Proposed Annexation Area as required by law relative to the intention of the City Council to annex the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and to levy a special tax within the Proposed Annexation Area; and

**WHEREAS**, on May 20, 2025, this City Council opened a noticed public hearing as required by law relative to the proposed annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and the levy of special taxes therein for the payment of the Services and costs of the Community Facilities District; and

**WHEREAS**, at the May 20, 2025 public hearing all persons desiring to be heard on all matters pertaining to the proposed annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District, and the levy of the special taxes within the Proposed Annexation Area were heard and a full and fair hearing was held; and

**WHEREAS**, at the public hearing, evidence was presented to the City Council on the matters before it, and the proposed annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and the levy of special taxes within the Proposed Annexation Area was not precluded by a majority protest of the type described in Section 53339.5 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and the levy of the special taxes in the Proposed Annexation Area; and

**WHEREAS**, the City Council has determined that there have been fewer than twelve registered voters residing in the Proposed Annexation Area for the period of 90 days prior to May 20, 2025 and that the qualified electors in the Proposed Annexation Area are the landowners within the Proposed Annexation Area; and

**WHEREAS**, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District and to call an election within the Proposed Annexation Area to authorize (i) the annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District, and (ii) the levy of special taxes pursuant to the applicable rate and method of apportionment of the special tax for Improvement Area 5 of the Community Facilities District, as set forth in Exhibit C to the Resolution of Intention to Annex (the "Improvement Area 5 Rate and Method").

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:**

**Section 1.** Each of the above recitals is true and correct.

**Section 2.** An annexation of the Proposed Annexation Area to Improvement Area 5 of the Community Facilities District is hereby authorized pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the annexation of the Proposed Annexation Area to Improvement Area 5 were valid and in conformity with the requirements of law, including the Act.

**Section 3.** The Improvement Area 5 Rate and Method is described in detail in Exhibit C to the Resolution of Intention to Annex and incorporated herein by this reference, and the City Council hereby finds that Exhibit C to the Resolution of Intention to Annex contains sufficient detail to allow each landowner within the Proposed Annexation Area to estimate the maximum amount that may be levied against each parcel.

**Section 4.** Written protests against the annexation of the Proposed Annexation Area have not been filed by one-half or more of the registered voters or six registered voters, whichever is more residing within Improvement Area 5, within the boundaries of the Proposed Annexation Area or by the property owners of one-half or more of the area of land within the boundaries of the Proposed Annexation Area. The City Council hereby finds that the proposed annexation has not been precluded by a majority protest pursuant to Section 53339.6 of the Act.

**Section 5.** An election is hereby called for within the Proposed Annexation Area on the proposition of annexing the Proposed Annexation Area to Improvement Area 5 and the levying of the special tax for Improvement Area 5 in accordance with the Improvement Area 5 Rate and Method on the property within the Proposed Annexation. The proposition to be placed on the ballot is attached hereto as Exhibit A.

**Section 6.** The date of the foregoing election within the Proposed Improvement Area shall be May 20, 2025, or such later date as is consented to by the City Clerk and the landowners within the Proposed Annexation Area. The City Clerk shall conduct the election. Except as otherwise provided by the Act, the election shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Chino insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are not more than twelve registered voters within the Proposed Annexation Area, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he or she owns within the Proposed Annexation Area.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 20th day of May 2025.

CITY COUNCIL OF THE CITY OF CHINO

By: \_\_\_\_\_  
Eunice M. Ulloa,  
Mayor of the City of Chino

ATTEST:

\_\_\_\_\_  
Natalie Gonzaga  
City Clerk of the City of Chino



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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of May 2025, by the following votes:

AYES:            COUNCIL MEMBERS

NOES:            COUNCIL MEMBERS

ABSENT:          COUNCIL MEMBERS

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

Attachments: Exhibit A

**EXHIBIT A**

**SAMPLE BALLOT**

**SPECIAL TAX ELECTION  
CITY OF CHINO**

**ANNEXATION OF TERRITORY TO  
IMPROVEMENT AREA 5 OF  
COMMUNITY FACILITIES DISTRICT NO. 2003-3  
(ANNEXATION NO. 9)**

**(May 20, 2025)**

This ballot represents \_\_ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of City of Chino and obtain another.

PROPOSITION: Shall the territory described in Resolution No. 2025-013 of the City Council of the City of Chino (the "Resolution of Intention to Annex") as the Proposed Annexation Area be annexed to Improvement Area 5 of Community Facilities District No. 2003-3 of the City of Chino, and shall a special tax with a rate and method of apportionment as provided in Exhibit C to the Resolution of Intention to Annex for Improvement Area 5 of Community Facilities District No. 2003-3 be levied in the Proposed Annexation Area to pay for the Services and other purposes described in the Resolution of Intention to Annex?

YES\_\_\_\_\_

NO\_\_\_\_\_

## RESOLUTION NO. 2025-018

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO DECLARING ELECTION RESULTS FOR ANNEXATION NO. 9 TO IMPROVEMENT AREA 5 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3

**WHEREAS**, the City Council (the “City Council”) of the City of Chino (the “City”) has heretofore conducted proceedings in accordance with Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982” (the “Act”) for the annexation of approximately 9.25 acres of land within portions of Assessor Parcel Number 1057-441-04-0000 to Improvement Area 5 (“Improvement Area 5”) of Community Facilities District No. 2003-3 of the City of Chino (the “Community Facilities District”), including conducting a public hearing on May 20, 2025 pursuant to Section 53339.5 of the Act; and

**WHEREAS**, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for May 20, 2025 and submitting to the qualified electors of the territory to be annexed to Improvement Area 5 of the Community Facilities District the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot attached thereto as Exhibit A; and

**WHEREAS**, a Certificate of Election Results, dated May 20, 2025, executed by the City Clerk, has been filed with this City Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as “Yes” votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

**WHEREAS**, this City Council has received, reviewed and hereby accepts the Clerk’s Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHINO:**

**Section 1. Recitals.** This City Council finds and determines that the foregoing recitals are true and correct.

**Section 2. Ballot Measure.** This City Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed (the “Annexed Territory”) to Improvement Area 5 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Act.

**Section 3. Declaration of Results.** All votes voted in the special election on the proposition of the annual levy of special taxes within the Annexed Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

**Section 4.**     **Annexation.** This City Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Act, the City Council is authorized to determine that the Annexed Territory has been added to and become a part of Improvement Area 5 of the Community Facilities District with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8 of the Act, to annually levy special taxes within the Annexed Territory to pay the costs of the services to be provided by the Community Facilities District as specified in Resolution No. 2025-013 adopted by the City Council on April 15, 2025 (the "Resolution of Intention to Annex"). The boundaries of the Annexed Territory are shown on the map entitled, "Annexation Map No. 9 Community Facilities District No. 2003-3 Improvement Area No. 9 of the City of Chino, County of San Bernardino, State of California," a copy of which was recorded, on April 29, 2025 as Document No. 2025-0096769, in Book 92 of Maps of Assessment and Community Facilities Districts at Page 37, in the office of the San Bernardino County Recorder.

**Section 5.**     **Notice of Special Tax Lien.** Pursuant to Section 53339.8 of the Act and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of San Bernardino an amendment of the notice of special tax lien and a map of the amended boundaries of the Community Facilities District reflecting the Annexed Territory.

**Section 6.**     **Effect.** This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 20th day of May 2025.

CITY COUNCIL OF THE CITY OF CHINO

By: \_\_\_\_\_  
Eunice M. Ulloa,  
Mayor of the City of Chino

ATTEST:

\_\_\_\_\_  
Natalie Gonzaga  
City Clerk of the City of Chino

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of May 2025, by the following votes:

AYES:            COUNCIL MEMBERS

NOES:            COUNCIL MEMBERS

ABSENT:          COUNCIL MEMBERS

---

NATALIE GONZAGA, CITY CLERK

Attachments: Exhibit A

**EXHIBIT A**

**SAMPLE BALLOT**

**SPECIAL TAX ELECTION  
CITY OF CHINO**

**ANNEXATION OF TERRITORY TO  
IMPROVEMENT AREA 5 OF  
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**(May 20, 2025)**

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PROPOSITION: Shall the territory described in Resolution No. 2025-013 of the City Council of the City of Chino (the "Resolution of Intention to Annex") as the Proposed Annexation Area be annexed to Improvement Area 5 of Community Facilities District No. 2003-3 of the City of Chino, and shall a special tax with a rate and method of apportionment as provided in Exhibit C to the Resolution of Intention to Annex for Improvement Area 5 of Community Facilities District No. 2003-3 be levied in the Proposed Annexation Area to pay for the Services and other purposes described in the Resolution of Intention to Annex?

YES\_\_\_\_\_

NO\_\_\_\_\_

**ANNEXATION MAP NO. 9**  
**COMMUNITY FACILITIES DISTRICT NO. 2003-3**  
**IMPROVEMENT AREA NO. 5**  
**OF THE CITY OF CHINO,**  
**COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

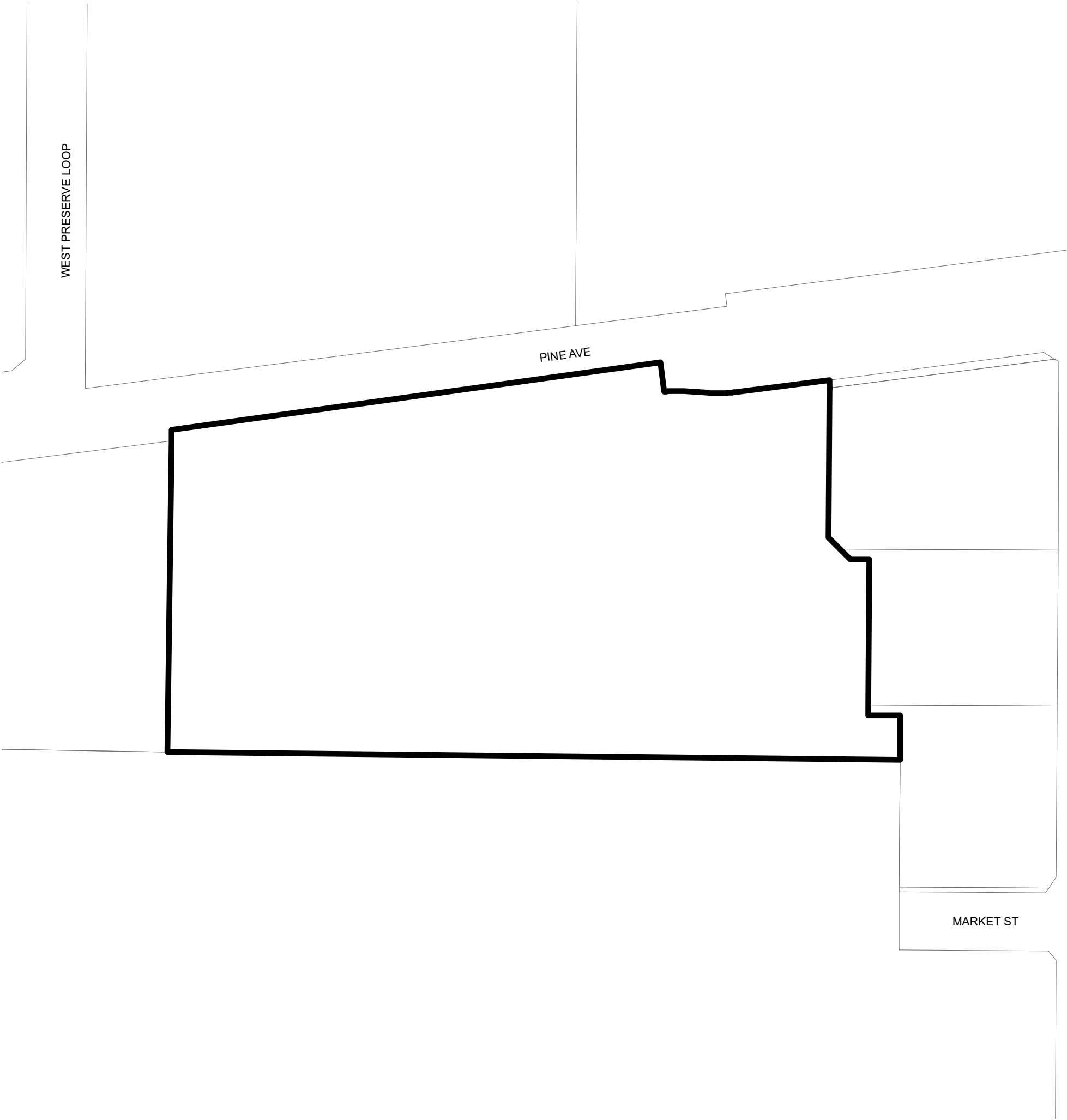
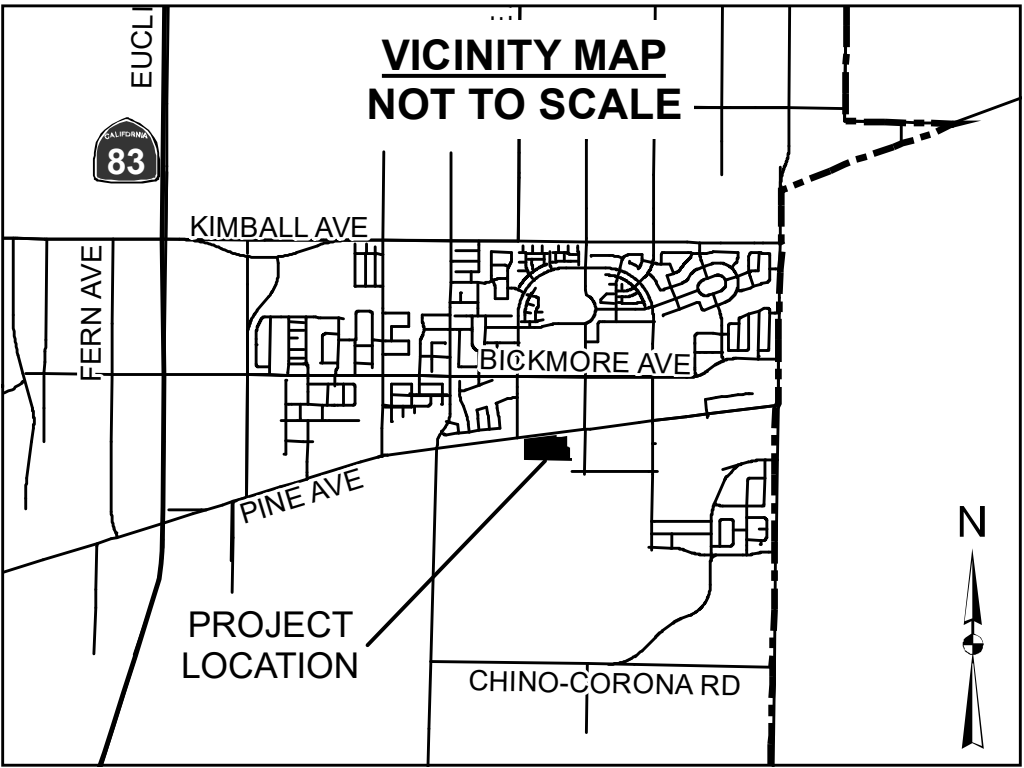
THIS MAP SHOWS THE BOUNDARIES OF THE AREA PROPOSED TO BE ANNEXED INTO IMPROVEMENT AREA NO. 5 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3 OF THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ORIGINAL BOUNDARY MAP WAS RECORDED AS INSTRUMENT NO. 2003-083346 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 11-17. THE FIRST AMENDED BOUNDARY MAP WAS RECORDED AS INSTRUMENT NO. 2005-0195713 IN BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 8-14, THE SECOND AMENDED BOUNDARY MAP WAS RECORDED AS INSTRUMENT NO. 2005-0719640 IN BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 84-90, THE THIRD AMENDED BOUNDARY MAP WAS RECORDED AS INSTRUMENT NO. 2008-0142286 IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 79-85, AND THE FOURTH AMENDED BOUNDARY MAP WAS RECORDED AS INSTRUMENT NO. 2013-0519677 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 1-7. ALL MAPS HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF ANNEXATION NO. 9 TO IMPROVEMENT AREA NO. 5 OF COMMUNITY FACILITIES DISTRICT NO. 2003-3, CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF SAID CITY OF CHINO AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK, CITY OF CHINO

FILED IN THE OFFICE OF THE CITY CLERK OF CHINO  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

BY: \_\_\_\_\_  
CITY CLERK, CITY OF CHINO



**SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE**

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025 AT \_\_\_\_\_ M.

IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
AT PAGE \_\_\_\_\_ AT THE REQUEST OF THE CITY  
OF CHINO IN THE AMOUNT OF \$ \_\_\_\_\_

CHRIS WILHITE  
ASSESSOR-RECORDER-COUNTY CLERK  
SAN BERNARDINO COUNTY

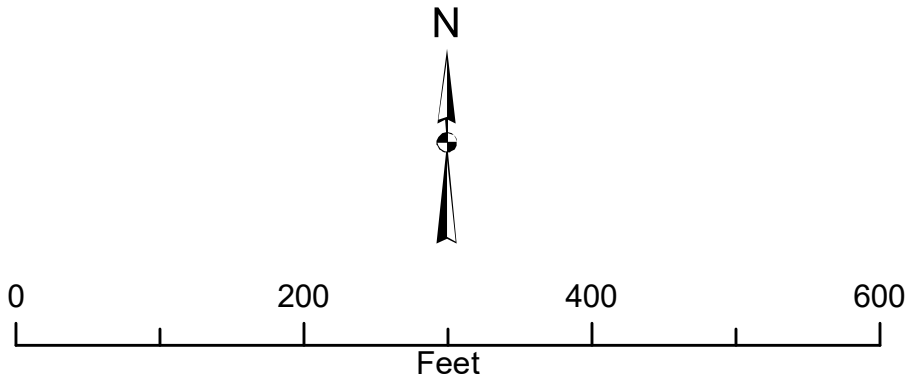
BY: \_\_\_\_\_  
DEPUTY RECORDER

**ASSESSOR PARCEL NUMBERS**  
1057-441-04-0000

**LEGEND**

———— ANNEXATION BOUNDARY

———— PARCEL BOUNDARY



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2024-25.

M:\GIS-Assessment\Chino\Chino\_CFD2003-3\_IA5\_Annex9.mxd



**MEMORANDUM  
CITY OF CHINO  
HUMAN RESOURCES DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Assembly Bill (AB) 2561 – Annual Public Hearing on City of Chino Job Vacancies and Recruitment and Retention Efforts.

**RECOMMENDATION**

Conduct a Public Hearing required by Assembly Bill (AB) 2561 and receive an informational presentation pertaining to City of Chino job vacancies and recruitment and retention efforts.

**FISCAL IMPACT**

There is no fiscal impact.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

## **BACKGROUND**

On September 22, 2024, Assembly Bill (AB) 2561 was signed into law, which became effective on January 1, 2025, under California Government Code Section 3502.3. This new law amends the Meyers-Milias-Brown Act (MMBA), which establishes collective bargaining rights for local government employees. The primary objective of Government Code Section 3502.3 is to address vacancy rates within local public agencies, including the City of Chino, by enhancing transparency and accountability in recruitment and retention efforts.

## **ISSUES/ANALYSIS**

Under Government Code Section 3502.3, the City must hold at least one public hearing per fiscal year to present the status of vacancies and recruitment and retention efforts prior to the adoption of the final budget. In addition, recognized employee organizations are entitled to make their own presentation during the public hearing.

If the total number of full-time authorized positions within a bargaining unit exceeds 20%, the City must also provide the following information upon request to the recognized employee organization: 1) total number of vacancies within the bargaining unit; 2) total number of applications for vacant positions; 3) average number of days to complete the hiring process; and 4) opportunities to improve compensation and working conditions.

As of May 2025, no employee groups in the City have a vacancy rate that exceeds 20%.

In accordance with Government Code Section 3502.3, the Human Resources/Risk Management Department has implemented a range of proactive measures to enhance recruitment and retention strategies. Outreach efforts have been expanded through active participation in job fairs and targeted job advertisements on social media and professional organizations. The recruitment process has also been streamlined, thereby reducing the time it takes to hire and onboard new employees. As a result of these coordinated efforts, 45 full-time employees were newly hired or promoted during FY24–25.

To support employee retention, the City has implemented a range of internal training programs and professional development pathways designed to promote career growth from within and reduce turnover. These initiatives include customer service training and a Leadership Academy focused on developing future leaders from the existing workforce. Additionally, the City offers a Tuition Advancement Program to help employees further their education and skill development. To strengthen recruitment and retention in critical areas, particularly public safety, the City has also introduced targeted hiring incentives, including a sick leave hiring incentive and hiring bonuses.

Attachment: City of Chino Vacancy Rates

City of Chino Vacancy Rates			
	Full-Time Authorized Positions	Vacant Positions	Vacancy Rate
AFSCME	73	4	5%
Teamsters	87	3	3%
Chino Police Officers Association	97	5	5%
Chino Police Management Association	24	0	0%
Chino Police Professional Employees Association	47	3	6%
Confidential	18	1	6%
Unrepresented Management	88	8	9%
Deputy Directors	6	1	17%
Executive Management	7	0	0%
Unrepresented Sworn Management	3	0	0%

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

**SUBJECT**

Cancel the procurement of Police Vehicles with Warren Anderson dba Fritts Ford and Approve the Procurement of Police Vehicles with Fairview Ford Sales, Inc.

**RECOMMENDATION**

1) Cancel the procurement of thirteen (13) Police Interceptor Utility vehicles with Warren Anderson dba Fritts Ford, Riverside, CA, for \$588,165.50 2) approve the procurement of thirteen (13) Police Interceptor Utility vehicles with Fairview Ford Sales, Inc., San Bernardino, CA, for \$787,544.29; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

A total of thirteen (13) Police Interceptor Utility vehicles are being requested for purchase. Sufficient funds are included in the Fiscal Year 2024-2025 Public Works Department Equipment Management Fund (Fund 660).

All thirteen (13) vehicles will be purchased from the 660 Fund as follows:

<b>Fund 660 – Equipment Management</b>			
<b>Funding Source</b>	<b>Budget Amount</b>	<b>Projected Expenditures</b>	<b>Number of Vehicles</b>
66074001-48070-IE254	\$66,000	\$60,580.33	1
66074001-48070-IE240	\$269,550	\$181,740.99	3
6607400-48070	\$594,000	\$545,222.97	9
<b>Totals</b>	<b>\$929,550</b>	<b>\$787,544.29</b>	<b>13</b>

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Responsible Long-Range Planning

Revenue:

Expenditure: 6607400-48070  
66074001-48070-IE240/IE254

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: CANCEL THE PROCUREMENT OF POLICE VEHICLES WITH WARREN ANDERSON  
DBA FRITTS FORD AND APPROVE THE PROCUREMENT OF POLICE VEHICLES WITH  
FAIRVIEW FORD SALES, INC.

PAGE: 2

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Transfer In:	Transfer Out:
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## **BACKGROUND**

The Public Works Department's Fleet Division is responsible for purchasing, maintaining, and replacing of all City-owned vehicles. When a vehicle is purchased, the vehicle is assigned a unit number and placed on a maintenance and eventual replacement schedule. For Fiscal Year 2024-2025, there are nine (9) Police vehicles that need to be replaced due to the age of the vehicles, mechanical condition and depreciation:

- Unit No. 554 – 2017 Ford Interceptor Utility
- Unit No. 563 – 2017 Ford Interceptor Utility
- Unit No. 564 – 2017 Ford Interceptor Utility
- Unit No. 579 – 2017 Ford Interceptor Utility
- Unit No. 581 – 2018 Ford Interceptor Utility
- Unit No. 584 – 2017 Ford Interceptor Utility
- Unit No. 589 – 2018 Ford Interceptor Utility
- Unit No. 590 – 2018 Ford Interceptor Utility
- Unit No. 598 – 2019 Ford Interceptor Utility

Additionally, for Fiscal Year 2024-2025, there are four (4) Police vehicles that will be new additions to the City's fleet:

- Unit No. 543 – Ford Interceptor Utility
- Unit No. 544 – Ford Interceptor Utility
- Unit No. 545 – Ford Interceptor Utility
- Unit No. 546 – Ford Interceptor Utility

Finance, with the assistance of Public Works, compiled specifications, and prepared a bid package for the thirteen (13) vehicles. On September 26, 2024, Public Works staff contacted all local dealerships and a bid notice (IFB#2024-0031PW-FLEET) was published on the City's PlanetBids website.

On October 17, 2024, the City received the following results:

<b>Dealership Name</b>	<b>Price for (13) Vehicles</b>	<b>Tax and Fees for (13) Vehicles</b>	<b>Total Cost for (13) Vehicles</b>
Warren Anderson Ford dba Fritts Ford	\$538,915	\$49,250.50	\$588,165.50
Elk Grove Auto*	\$656,500	\$58,759.22	\$715,259.22
Fairview Ford Sales	\$724,074	\$63,470.29	\$787,544.29

\*Elk Grove Auto's submission of Dodge Durangos did not meet the City's standardized specifications.

On December 17, 2024, the City Council approved the purchase and awarded the bid to Warren Anderson Ford dba Fritts Ford, Riverside, CA, for thirteen (13) Police Interceptor vehicles in the amount of \$588,165.50. However, Warren Anderson Ford dba Fritts Ford was unable to fulfill its obligations, and declined the purchase.

## **ISSUES/ANALYSIS**

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: CANCEL THE PROCUREMENT OF POLICE VEHICLES WITH WARREN ANDERSON DBA FRITTS FORD AND APPROVE THE PROCUREMENT OF POLICE VEHICLES WITH FAIRVIEW FORD SALES, INC.

PAGE: 4

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Following the withdrawal of the lowest bid, staff contacted the remaining bidders to confirm the validity of their submitted pricing. Although Elk Grove Auto, Elk Grove, CA, submitted the second-lowest bid, the City rejected the bid due to the proposed vehicle specifications referencing Dodge Durangos. These vehicles do not meet the City's current fleet specifications and are inconsistent with ongoing standardization efforts. Staff subsequently contacted the third-lowest bidder, Fairview Ford Sales, Inc., San Bernardino, CA, who confirmed that the original pricing provided in December remains valid and will be honored.

The difference in cost between the two dealerships is as follows:

<b>Dealership Name</b>	<b>Price for (13) Vehicles</b>	<b>Tax and Fees for (13) Vehicles</b>	<b>Total Cost for (13) Vehicles</b>
Fairview Ford Sales	\$724,074	\$63,470.29	\$787,544.29
Warren Anderson Ford dba Fritts Ford	\$538,915	\$49,250.50	\$588,165.50
<b>Total Cost Difference</b>	<b>\$185,159</b>	<b>\$14,219.79</b>	<b>\$199,378.79</b>

Despite the increased difference in cost, sufficient funds remain available within the approved budget to proceed with this purchase. Therefore, staff recommends that the City Council cancel the purchase with Warren Anderson Ford dba Fritts Ford and approve a new purchase with Fairview Ford Sales, Inc., San Bernardino, CA, for \$787,544.29 for the purchase of thirteen (13) Police Interceptor Utility vehicles. All supporting documents are on file with the City's Finance Department.

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: LINDA REICH, CITY MANAGER**

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

**SUBJECT**

Cooperative Reimbursement Agreement with the County of San Bernardino.

**RECOMMENDATION**

1) Approve the establishment of a new CIP project entitled "Chino Airport Driveway Improvement Project," R7250 with a total project budget of \$163,735; 2) Approve a Cooperative Reimbursement Agreement between the City of Chino and San Bernardino County to establish reimbursement obligations for the Chino Airport Driveway Improvement Project (R7250); 3) Appropriate \$163,735 to the Transportation Fund (320), with a corresponding increase in revenue from the San Bernardino County Cooperative Reimbursement Agreement; 4) Find the environmental determination of the project to be categorically exempt in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City; and 5) Authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Appropriate \$163,735, R7250 to the Transportation Fund (320) and reimbursement revenue in the same amount from the County of San Bernardino Cooperative Reimbursement Agreement, which will be reimbursed to the City upon completion of the project.

<b>Funding Source</b>	<b>Appropriation</b>
San Bernardino County Funds	\$163,735
<b>Total Project Budget</b>	<b>\$163,735</b>

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

Revenue: 3207100 – 59500 – R7250

Expenditure: 3207100 – 48004 | 48005 | 48006 | 48008  
| 48009 – R7250

Transfer In:

Transfer Out:



**BACKGROUND**

In November of 2023, the County Board of Supervisor's Office identified the need to construct a left-turn pocket along Kimball Avenue serving access to the Chino Airport hangar owned by San Bernardino County. This turn-pocket was identified in conjunction with the City's efforts to provide left-turn access into the commercial center located at the southeast corner of Euclid Avenue and Kimball Avenue. Through a collaborative effort, Supervisor Curt Hagman requested the use of San Bernardino County's American Rescue Plan Act (ARPA) allocation to fund median improvements on Kimball Avenue. The funding request of \$314,324 included the design, construction and inspection of left-turn pockets at two locations: one to serve the Chino Airport hangar; and one to serve the commercial center. On May 21, 2024, City Council approved a Cooperative Reimbursement Agreement between the City of Chino and San Bernardino County to establish reimbursement obligations for the Kimball Avenue Median Improvements Project (G7241) for \$314,324. The construction of the turn pockets is complete and on April 15, 2025, City Council authorized the Director of Public Works to file the Notice of Completion for this work. The City is in the process of requesting reimbursement from the County.

Prior to construction of the turn pocket, it was brought to the County's attention that work is required on the Chino Airport hangar property to properly utilize the requested left-turn pocket. Currently, due to the elevation difference between the Chino Airport hangar parking lot and the newly constructed drive approach, left-turn movements are temporarily restricted. To allow this movement, additional grading and repaving of the County owned property is required. The County was not able to procure a contractor to complete the on-site work and has therefore approached the City to perform additional work on their behalf. To facilitate this request, the County has requested to enter into a Cooperative Agreement with the City of Chino to outline the responsibilities and obligations of each agency for the construction of this project.

**ISSUES/ANALYSIS**

Following execution of the Cooperative Reimbursement Agreement, the City will request informal bids for the agreed upon scope of work per the City's Purchasing Ordinance. To bring the recently constructed left-turn pocket into operation, the scope of work will include on-site grading, asphalt paving, and striping within the hangar parking lot approximately 4,900 square feet in size. At the County's request, additional scope will include removal of existing striping by sand blasting, applying slurry seal treatment and re-striping of the customer parking area and upgrading the existing drive approach to meet current City standards.

The following table includes the projected expenditures for the project (R7250).

<b>Chino Airport Driveway Improvement - Project Scope</b>	<b>Estimated Cost</b>
Design	\$3,478
Material Testing and Special Inspections	\$6,923
Construction Management	\$11,537
Construction Contract	\$115,375
Construction Contract Contingencies (10%)	\$11,537
<b>Total Project Estimate</b>	<b>\$148,850</b>
<b>Additional 10% Project Contingency Allowance</b>	<b>\$14,885</b>
<b>Not-to-Exceed Subtotal</b>	<b>\$163,735</b>

CITY COUNCIL MEETING DATE: MAY 20, 2025

TITLE: COOPERATIVE REIMBURSEMENT AGREEMENT WITH THE COUNTY OF SAN BERNARDINO.

PAGE: 3

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The City will select consultants from its on-call list for specialized geotechnical inspection, design, and construction management oversight. Upon project completion and formal acceptance, the County will reimburse the City for actual costs incurred in accordance with the agreement. The City shall obtain written authorization from the County prior to approval of any change orders, and any project costs beyond \$163,735 shall be funded by the County in its sole discretion. The work is expected to be completed in late Fall 2025.

The City Attorney has reviewed and approved the Cooperative Agreement as to form. This project is categorically exempt from CEQA according to Section 15304(c) of the CEQA Guidelines. A Notice of Exemption will be filed with the San Bernardino County Clerk Recorders Office prior to start of construction.

Attachments:     Exhibit A – Location Map  
                         Exhibit B – Agreement Between San Bernardino County and City of Chino



## Vicinity Map

### Chino Airport Driveway Improvement Project





**Contract Number**

**SAP Number**

## Board of Supervisors

<b>Department Contract Representative</b>	Penelope Chang
<b>Telephone Number</b>	909-387-4886
<b>Contractor</b>	City of Chino
<b>Contractor Representative</b>	Michele Hindersinn
<b>Telephone Number</b>	760-475-9885
<b>Contract Term</b>	06/10/2025 – 06/09/2026
<b>Original Contract Amount</b>	Not-to-Exceed \$163,735
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	Not-to-Exceed \$163,735
<b>Cost Center</b>	1024001000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens;

**WHEREAS**, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents;

**WHEREAS**, the County desires to provide funding to the City of Chino (Contractor) for the Chino Airport Driveway Improvement Project (Driveway Improvement Project or Services);

**WHEREAS**, the County would like Contractor to provide these Services;

**WHEREAS**, the County finds Contractor qualified to provide the Services which include construction of driveway access points, fence relocation, slurry coat and restriping of the Chino Airport south parking lot;

**WHEREAS**, providing funding to Contractor for the Driveway Improvement Project serves the public purpose of promoting the health and safety of the residents of City of Chino and surrounding community by constructing



driveway access points, fence relocation, slurry coat and restriping of the Chino Airport south parking lot; and assists the Fourth District Supervisor with supporting the County's vision to promote health, safety, and social service needs of County residents; and

**WHEREAS**, the County residents of Chino and the surrounding communities of the Fourth District will be served by the Driveway Improvement Project; and

**WHEREAS**, the County desires that such Services be provided by Contractor and Contractor agrees to perform these services as set forth below.

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. PURPOSE OF CONTRACT**

This Contract is made for the purpose of providing funding to support Contractor for the Chino Airport Driveway Improvement Project.

**B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES**

**B.1** Funding arising out of this Contract will be used for a scope of Services to assist Contractor with funding for the construction of the Chino Airport Driveway Improvement Project that includes the following scope:

**B.1.1** Pavement removal and regrading (4,900 sq. ft. of parking lot)

**B.1.2** New asphalt: 4" AC over 6" base

**B.1.3** Restripe parking stalls

**B.1.4** Remove 6-foot fence

**B.1.5** Adjust private street light pedestal and rewire service

**B.1.6** Reconstruct driveway approach to City standard

**B.1.6** Slurry seal parking lot (54,360 sq. ft.)

**B.2** Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of Driveway Improvement Project at 7000 Merrill Ave., Chino, CA 91710 for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

**B.3** Contractor shall provide the County all documentation regarding the scope of Services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

**B.4** Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical

information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Fourth District Supervisor or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract or as otherwise delegated by the Board of Supervisors, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.



Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall,

within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 RESERVED.**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information

regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Indemnification and Insurance Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

### **C.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

### **C.38 Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for its convenience, with cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

### **C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**C.46 Reserved****C.47 Prevailing Wage Laws**

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

**D. TERM OF CONTRACT**

The Contract is effective as of June 10, 2025 and expires June 9, 2026 but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Fourth District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of Services;
- d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

**E. RESERVED.**

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under this Contract shall not exceed \$163,735, which includes a base contract amount of \$148,850 plus 10% for possible construction cost contingences, except as approved by County in writing as provided below in this Section F.1. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

**F.1.1** If, after opening the bids for the Chino Airport Driveway Improvement Project, it is found that the responsive and responsible low bid amount is \$163,735 or less, Contractor may award the construction contract.

**F.1.2** If, on the other hand, it is found that the responsive and responsible low bid amount is over \$163,735, Contractor shall not award the construction contract unless:

**F.1.2.1** Contractor receives written authorization from County to proceed with the award; and

**F.1.2.2** Contractor approves the award of the construction contract.

**F.1.3** If the aforementioned conditions are not met for a construction contract when the bids are over \$163,735, County and Contractor shall endeavor to agree upon an alternative course of action, including re-bidding the Chino Airport Driveway Improvement Project.

**F.1.4** If, after sixty (60) days following the bid opening, an alternative course of action is not mutually agreed upon in writing, this Contract shall be deemed terminated by mutual consent and any funds paid by County to Contractor shall be returned within 30 days of the termination.

**F.1.5** Additionally, in the event that change orders are required during the course of completing the Chino Airport Driveway Improvement Project, Contractor shall consult with County and seek County approval on all change orders. Contractor shall not approve any change orders without prior written authorization from the County.

**F.2** Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for Services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 25-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with “audit ready” supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County’s approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]”-SUPPORTIVE DOCUMENTS.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County’s Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation Services, including but not limited to, the Ontario International Airport.
- F.8** Except as provided in Section G.1 below, Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault

of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any



premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

#### **G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).

- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Construction contracts

Continuing Products/Completed Operations Liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000).

Subcontractor Insurance Requirements. The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements identified in Section G, including indemnification and the insurance specifications for all contracts, including waiver of subrogation rights, and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

Course of Construction/Installation (Builder’s Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

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

San Bernardino County  
CAO – Finance and Administration  
385 N. Arrowhead Ave., Fourth Floor  
San Bernardino, CA 92415  
Attn: BOS Finance Analyst

City of Chino  
8352 Kimball Ave.  
Chino, CA 91708  
Attn: Senior Engineer Michele Hindersinn

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

CITY OF CHINO

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address 8352 Kimball Ave.  
\_\_\_\_\_  
Chino, CA 91708  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
Julie Surber, Principal Assistant County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT A

### PREVAILING WAGE REQUIREMENTS

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, 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 them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County 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 or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
  - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.



(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
  - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
  - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
  - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
- i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
- i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
  - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM: COUNCIL MEMBER COMSTOCK**

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**SUBJECT**

Community Support Fund – Council Member Comstock.

**RECOMMENDATION**

Approve a community support fund contribution of \$250 to Rancho Del Chino Rotary Club.

**FISCAL IMPACT**

Sufficient funds have been included in the Fiscal Year 2024-25 Operating Budget.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2031
Transfer In:	Transfer Out:

### **BACKGROUND**

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

### **ISSUES/ANALYSIS**

To continue this tradition, Council Member Comstock recommends that the City Council approve the following contribution:

- Rancho Del Chino Rotary Club - \$250: Offers fun community events with proceeds earmarked to support community goals and initiatives.

By approving this contribution, Rancho Del Chino Rotary Club will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Comstock, staff recommend that the City Council approve the community support contribution to Rancho Del Chino Rotary Club.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: MAY 20, 2025**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

**FROM: COUNCIL MEMBER FLORES**

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**SUBJECT**

Community Support Fund – Council Member Flores.

**RECOMMENDATION**

Approve a community support fund contribution of \$250 to Rancho Del Chino Rotary Club, \$250 to Soroptimist International of the Chino Valley, and \$250 to Kiwanis Club of Chino for the Corn Feed Run.

**FISCAL IMPACT**

Sufficient funds have been included in the Fiscal Year 2024-25 Operating Budget.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2032
Transfer In:	Transfer Out:

### **BACKGROUND**

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

### **ISSUES/ANALYSIS**

To continue this tradition, Council Member Flores recommends that the City Council approve the following contribution:

- Rancho Del Chino Rotary Club - \$250: Offers fun community events with proceeds earmarked to support community goals and initiatives.
- Soroptimist International of the Chino Valley - \$250: Seeks to empower woman and girls by providing a number of educational opportunities, programs, and resources
- Kiwanis Club of Chino (Corn Feed Run) - \$250: The Kiwanis Club is dedicated to serving the Chino community through various service and fundraising projects.

By approving these contributions, these groups will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Flores, staff recommends that the City Council approve the community support contributions to Rancho Del Chino Rotary Club, Soroptimist International of the Chino Valley, and Kiwanis Club of Chino (Corn Feed Run).