

PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

THE POTTER'S WHEEL ASSEMBLY

PUBLIC IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
THE POTTER’S WHEEL ASSEMBLY

Agreement Date: June 2, 2026

Developer: The Potter’s Wheel Assembly

Project Description: The proposed project consists of the renovation and construction of an 833 square-foot addition to an existing structure, construction of a new rear parking lot, and establishment of a small place of worship with seating capacity for up to 50 adults within the RD4.5 (Residential, 4.5 units/acre) zoning district located at 5135 Walnut Avenue within Assessor’s Parcel Number (APN) 1015-351-37.

Tentative Map No. N/A

Estimated Total Cost of Improvements: \$17,400.00

Security:

Bond No.: _____

Surety:

Designees for the Service of Written Notice:

CITY:	DEVELOPER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	The Potter's Wheel Assembly Chinaka DomNwachukwu Nkechi DomNwachukwu 4130 Webster Ranch Road Corona CA 92881 (909) 740-4672 Odommiri1@yahoo.com
CITY PROJECT INSPECTOR	SURETY
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 2nd day of June, 2026, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Chinaka DomNwachukwu and Nkechi DomNwachukwu, husband and wife as Joint Tenants, for The Potter's Wheel Assembly, a Religious Corporation ("DEVELOPER").

RECITALS

A. Developer is the owner of certain real property located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A", which Developer proposes to develop and construct certain works of improvement thereon, as hereafter set forth.

B. Developer has applied for and received conditional approval from the City to construct an 833 square foot addition to an existing structure, a new rear parking lot at 5135 Walnut Avenue (the "Project").

C. The City desires to assure that said improvements proposed for the Project will be constructed in a good workmanlike manner and in accordance with all applicable laws, statues, ordinances, resolutions and regulations now in force and effect in the City of Chino and the State of California, all of which are incorporated herein.

D. The Developer acknowledges familiarity with the various requirements for public improvements contained in the Chino Municipal Code and agrees to comply therewith.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's site plan or other entitlements for the Property and permitting development of the Property to proceed, Developer agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described as Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$17,400.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Developer shall satisfy all of the other Conditions associated with the

Project and the Property. The Conditions associated with the Map are included in Exhibit “B” attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Developer shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Developer shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Developer’s contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Developer or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

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

1.4. Performance of Work. Developer shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Developer’s obligations under this Agreement.

1.5. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Developer or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Developer or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Developer may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.6. Defective Work. Developer shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.7. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Developer or its consultants or contractors, and City makes no representation or warranty, express or implied, to Developer or to any other person regarding the adequacy of the Plans or related documents.

1.8. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all

questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Developer and its contractor.

1.9. Documents Available at the Site. Developer shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.10. Inspection. Developer shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Developer, or its design engineer, and Developer's contractor(s) regarding the Works of Improvement. Developer shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Developer's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

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

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

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

1.12. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Developer's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Developer and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.13. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent

flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.14. Final Acceptance of Works of Improvement. After Developer's contractor has completed all of the Works of Improvement, Developer shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Developer or its contractor of such items. After the Developer's contractor has completed these items, the procedure shall then be the same as specified above for the Developer's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Developer or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Developer shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

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

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

1.15. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.16. Developer's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Developer shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations or construction of the hours, dates and duration of any planned construction activities.

1.17. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Developer shall replace or repair all Works of Improvements, public property, public utility facilities, and

surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Developer, prior to the recordation of the Notice of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

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

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Developer shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Developer has established good cause for an extension. As a condition of such extension, the City Engineer may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Developer's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Developer acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Developer shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Developer by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Developer's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood,

earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Developer agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Developer agrees that Developer, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Developer shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Developer shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Developer's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Developer shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Developer shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such

contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Developer executes this Agreement, Developer shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$17,400.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$8,700.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$1,700.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Developer is in default under its payment or performance obligations hereunder or in the event Developer fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Developer's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Developer's Liability. While no action of Developer shall be required in order for City to realize on its security under any Security Instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall

be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

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

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

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Developer has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved,

Developer has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Developer's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Developer Responsible for All Costs of Construction. Developer shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Developer is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Developer and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Developer shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Developer shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Developer be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Developer shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 and Chapter 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the approvals for the Project, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement.

7. Warranty of Work. Developer shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Developer fail to remedy defective

material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Developer. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Developer. Default by Developer shall include, but not be limited to:

- (a) Developer's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Developer's failure to timely complete construction of the Works of Improvement;
- (c) Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Developer's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Developer fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Developer hereunder, the Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

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

8.5. Waiver. No waiver by the City of any breach or default by the Developer shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Developer.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by

Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

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

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

10. Developer's Indemnity of Project Approval. Developer shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Project. The City shall promptly notify the Developer of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.

11. Insurance Requirements. Developer, at Developer's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

- (a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:
 - (i) Premises operations; including X, C, and U coverage;
 - (ii) Owners' and contractors' protection;
 - (iii) Blanket contractual;
 - (iv) Completed operations; and
 - (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Developer:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
- (iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
- (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

- (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
 - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
 - (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.
- (e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.
- (f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

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

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Developer shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

- (a) Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- (b) Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as

hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Developer shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

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

into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

13.4. Developer is Not Agent of City. Neither Developer nor Developer's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Developer's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

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

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Developers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, P.E.
Director of Public Works

THE POTTER’S WHEEL ASSEMBLY

By: _____
Its: Authorized Agent
Chinaka S. DomNwachukwu

By: _____
Its: Authorized Agent
Nkechi DomNwachukwu

CITY OF CHINO

Linda Reich, City Manager

Dated: _____

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



EXHIBIT "A"
LOCATION MAP
[attached]

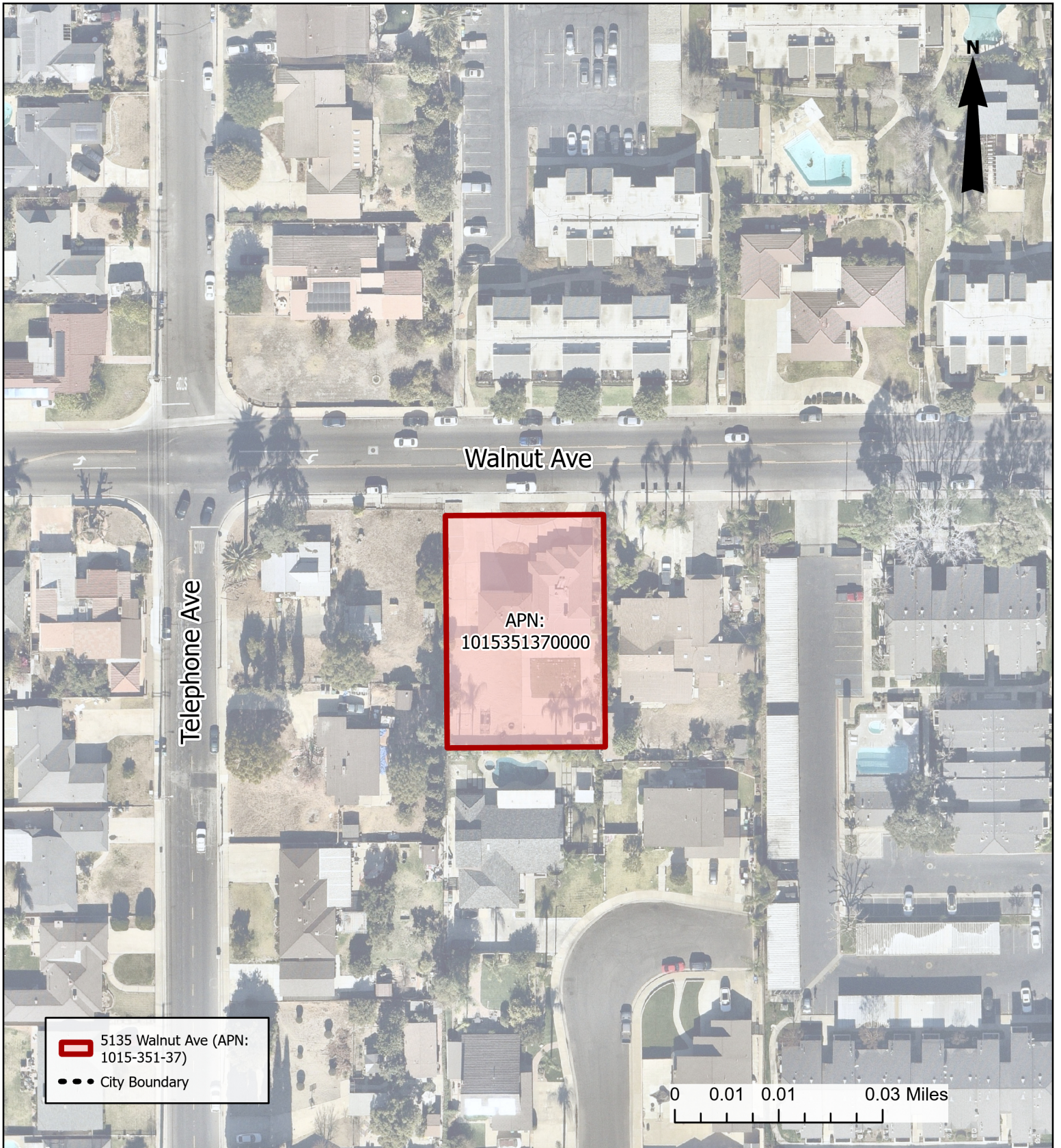


Exhibit A - Vicinity Map

PL23-0005 (SCUP) and PL23-0006 (AA)
APN: 1015-351-37



EXHIBIT "B"

WORKS OF IMPROVEMENT

5135 Walnut Avenue

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

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



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

**CITY OF CHINO ENGINEERING
 APPROVED**

BY: Jorge Alvarado DATE: 4/9/2026
 PROJECT #: PL23-0006LD.ECE01

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	EA	Tree Removal	\$ 880.00	\$ -
2.22	CY	Concrete Removal	\$ 358.00	\$ 794.76
	CY	AC Pavement Removal	\$ 110.00	\$ -
	CY	Imported Common Fill (Incl. Compaction)	\$ 37.00	\$ -
332	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.10	\$ 365.20
	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 29.00	\$ -
18	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ 468.00
	LF	PCC Curb Only	\$ 22.00	\$ -
	LF	8" A.C. Berm	\$ 22.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 18.00	\$ -
90	SF	4" PCC Sidewalk	\$ 6.40	\$ 576.00
332	SF	6" PCC Thick Drive Approach on 6" AB	\$ 13.75	\$ 4,565.00
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 16.50	\$ -
	LF	2" x 6" Redwood Header	\$ 8.25	\$ -
	EA	Street Sign and Post	\$ 523.00	\$ -
	EA	Traffic Sign and Post	\$ 440.00	\$ -
	EA	Reflector Sign and Post	\$ 193.00	\$ -
	EA	Painted Legend	\$ 7.00	\$ -
	SF	Prime or Tack Coat	\$ 0.09	\$ -
3.55	TON	AC Variable - <300T	\$ 143.00	\$ 507.65
	TON	AC Variable - >300T	\$ 132.00	\$ -
	TON	CAB Variable - <300T	\$ 110.00	\$ -
	TON	CAB Variable - >300T	\$ 99.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

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LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	EA	Adjust Sewer Manhole to Grade	\$ 1,045.00	\$ -
	EA	Adjust Sewer Cleanout to Grade	\$ 550.00	\$ -
	EA	Adjust Water Valve and Can to Grade	\$ 578.00	\$ -
	EA	Street Light (City Owner)	\$ 8,470.00	\$ -
	EA	Electrical Pedestal	\$ 7,150.00	\$ -
	EA	Lot Monument Setting Fee	\$ 605.00	\$ -
	LF	Sawcut A.C.	\$ 3.30	\$ -
50	LF	Sawcut Concrete	\$ 3.30	\$ 165.00
	SF	Cold Plane A.C. 2" Thick	\$ 0.31	\$ -
	LF	Signing & Striping for		
		Arterial	\$ 21.00	\$ -
		Collector	\$ 14.00	\$ -
		Local	\$ 8.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 385,000.00	\$ -
	EA	Modify existing Traffic Signal per Quadrant	\$ 82,500.00	\$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 28.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 39.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 12,650.00	\$ -
		Distribution	\$ 8,800.00	\$ -
		Service	\$ 3,300.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

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DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
----------	------	------	------------	---------------------

STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 17.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 330.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 550,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 193.00	\$ -
	SF	Approach	\$ 4.40	\$ -
	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,400.00	\$ -
	EA	Traffic Signal Loops	\$ 660.00	\$ -
1	LS	Curb Drain	\$ 1,000.00	\$ 1,000.00

STREETS				
		STREET SUBTOTAL		\$ 8,441.61
	LS	Mobilization (5% of Construction Cost)	5%	\$ 422.08
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 422.08
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 422.08
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 422.08
GRAND TOTAL STREETS ONLY				\$ 10,129.93



CITY OF CHINO

ENGINEERING COST ESTIMATE

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DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER

	LF	Trench Support/Shoring (6 foot depth)	\$ 17.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 99.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 88.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 110.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 149.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 193.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 165.00	\$ -
	EA	6" Gate Valve	\$ 2,200.00	\$ -
	EA	8" Gate Valve	\$ 2,860.00	\$ -
	EA	12" Gate Valve	\$ 4,950.00	\$ -
	EA	18" Gate Valve	\$ 8,250.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 8,250.00	\$ -
	EA	Blow-off Assembly 4" per City Std.	\$ 9,460.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,950.00	\$ -
	EA	1" Water Service/Meter	\$ 3,850.00	\$ -
	EA	2" Water Service/Meter	\$ 4,950.00	\$ -

WATER

		WATER SUBTOTAL		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -

GRAND TOTAL WATER ONLY \$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

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By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 17.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 99.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 88.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 110.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 149.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 193.00	\$ -
	EA	6" Gate Valve	\$ 2,200.00	\$ -
	EA	8" Gate Valve	\$ 2,860.00	\$ -
	EA	12" Gate Valve	\$ 4,950.00	\$ -
	EA	18" Gate Valve	\$ 8,250.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 8,250.00	\$ -
	EA	Blow-off Assembly 5" per City Std.	\$ 9,460.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,950.00	\$ -
1	EA	1" Water Service/Meter	\$ 3,850.00	\$ 3,850.00
	EA	2" Water Service/Meter	\$ 4,950.00	\$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		\$ 3,850.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 192.50
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 192.50
GRAND TOTAL RECYCLED WATER ONLY				\$ 4,235.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER

	LF	Trench Support/Shoring	\$ 17.00	\$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	\$83.00	\$ -
	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	\$102.00	\$ -
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	\$113.00	\$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	\$135.00	\$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	\$157.00	\$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	\$179.00	\$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	\$212.00	\$ -
	LF	24" Installed, including excavation, bedding, backfill and pavement restoration	\$229.00	\$ -
	EA	Sewer Saddle	\$495.00	\$ -
	EA	Wyes 4" x 8" Typical	\$248.00	\$ -
	EA	48" Sewer Manhole	\$5,170.00	\$ -
	EA	60" Sewer Manhole	\$8,250.00	\$ -
	EA	Sewer Cleanout	\$1,980.00	\$ -

SEWER

		SEWER SUBTOTAL		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -

GRAND TOTAL SEWER ONLY \$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 253.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 275.00	\$ -
	EA	Storm Drain Manhole #1	\$ 11,000.00	\$ -
	EA	Junction Structure #2 (24" or larger)	\$ 9,735.00	\$ -
	EA	Junction Structure #4 (24" or smaller)	\$ 4,400.00	\$ -
	EA	Outlet Structure	\$ 7,700.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,920.00	\$ -
	EA	Catch Basin 7' Width/L.D.	\$ 8,690.00	\$ -
	EA	Catch Basin 10' Width/L.D.	\$ 10,945.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 12,100.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 14,300.00	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 220.00	\$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 264.00	\$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 286.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 308.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 325.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 341.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 352.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 363.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 396.00	\$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 424.00	\$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 484.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 550.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 616.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 688.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 759.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 842.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 913.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,012.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,183.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 770.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 902.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 957.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,210.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,210.00	\$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 748.00	\$ -

STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL STORM DRAIN ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		GRAND TOTAL STREETS ONLY		\$ 10,129.93
		GRAND TOTAL WATER ONLY		\$ -
		GRAND TOTAL RECYCLED WATER ONLY		\$ 4,235.00
		GRAND TOTAL SEWER ONLY		\$ -
		GRAND TOTAL STORM DRAIN ONLY		\$ -
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 14,364.93

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 1,436.49
		<i>Construction Staking</i>	3%	\$ 430.95
		<i>Soils Testing</i>	1%	\$ 143.65
		<i>Material Testing</i>	1%	\$ 143.65
		<i>Construction Inspection</i>	4.8%	\$ 689.52
		<i>Contract Administration</i>	1%	\$ 143.65
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 17,352.84



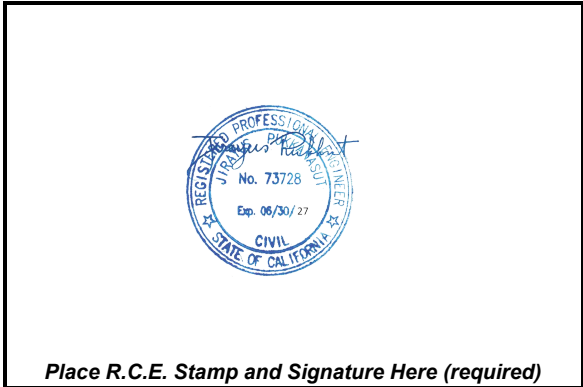
CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY
LOCATION : 5135 WALNUT AVE CHINO, CA 91710
By: Pacific Geotech, Inc.
DATE: 3/24/2026

Table with 5 columns: Quantity, Unit, Item, Unit Price, Total Cost Per Item

BY ENGINEER
Prepared By: Jirayus Pukkanasut
R.C.E. Number: 73728
Expiration: 6/30/2027



Place R.C.E. Stamp and Signature Here (required)

Table with 2 columns: Description, Amount
BY CITY
Faithful Performance Bond (100% of Construction Cost) \$ 17,400.00
Labor & Material Bond (50% of Construction Cost) \$ 8,700.00
Warranty Bond (10% of Construction Cost) \$ 1,700.00

EUNICE M. ULLOA
Mayor

KAREN C. COMSTOCK
Mayor Pro Tem



CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

NOTICE OF APPLICATION APPROVAL

DATE: July 26, 2023

TO: Potter's Wheel Assembly
Young Park
info@ypdcdb.com

PROJECT NO.: PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval)

REQUEST: A request to renovate and construct an 833 square foot addition to an existing structure and new parking lot at the rear of the site, and a request to establish a small place of worship with a seating capacity of up to 50 adults located within the RD4.5 (Residential, 4.5 units/acre) zoning district.

LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)

On July 19, 2023, the Chino Planning Commission approved your application, described above. Enclosed is a copy of the conditions of approval imposed on the project.

Project approval will expire on July 19, 2024, if building permits are not obtained and/or the approved use has not commenced. The expiration date may be extended upon written request by the applicant on a City application form. The request must be received by the Development Services Department at least 90 days prior to expiration of the application.

In order to obtain building permits for your project, you are required to submit construction drawings for plan check to the Building Division. Please contact the Building Division at (909) 334-3251 for further information on the plan check submittal requirements, fees, etc. **Construction drawings will not be accepted into plan check unless conditions of approval and all relevant plans are included in the set.** Should you have any questions regarding this matter, or require additional information or clarification, please feel free to contact me at (909) 334-3333.

Respectfully,

A handwritten signature in blue ink that reads "M. Staar".

Maria Staar, Senior Planner
xc: Development Services Department File



RESOLUTION NO. PC2023-025

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO, CALIFORNIA, APPROVING PL23-0005 (SPECIAL CONDITIONAL USE PERMIT) AND PL23-0006 (ADMINISTRATIVE APPROVAL) TO RENOVATE AND CONSTRUCT AN 833 SQUARE FOOT ADDITION TO AN EXISTING STRUCTURE AND NEW PARKING LOT AT THE REAR OF THE SITE, AND A REQUEST TO ESTABLISH A SMALL PLACE OF WORSHIP WITH A SEATING CAPACITY OF UP TO 50 ADULTS LOCATED WITHIN THE RD4.5 (RESIDENTIAL, 4.5 UNITS/ACRE) ZONING DISTRICT AT 5135 WALNUT AVENUE (APN: 1015-351-37).

WHEREAS, Potter's Wheel Assembly (the "Applicant"), has filed an application with the City for approval of PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval) to renovate and construct an 833 square foot addition to an existing structure and a new parking lot at the rear of the site, and a request to establish a small place of worship with a seating capacity of up to 50 adults located within the RD4.5 (Residential, 4.5 units/acre) zoning district at 5135 Walnut Avenue (APN: 1015-351-37) (the "Project"); and

WHEREAS, the Planning Commission of the City of Chino has completed its study of the proposed Project; and

WHEREAS, on July 19, 2023, the Planning Commission held a duly noticed public hearing for the Project in compliance with law, entertained the written and oral report of staff, and took public testimony on the Project.

NOW, THEREFORE, the Planning Commission of the City of Chino, California, does hereby FIND, DETERMINE, and RESOLVE as follows:

- A. The foregoing recitals are true and correct and incorporated herein.
- B. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings and takes the following actions:
 1. *PL21-0005 (Special Conditional Use Permit)*
 - a. The proposed use is consistent with the goals and policies of the City's adopted General Plan and/or applicable specific plan(s), as the proposed use is for a small place of worship is in accordance with the Community Character Element of the General Plan, Goal CC-2, that encourages projects that create community identity and supports Chino's small-town character. Establishing a place of worship within a residential community contributes to building community in an existing neighborhood. In addition,

a place of worship is conditionally permitted in the RD4.5 zoning district and the proposed use meets all applicable development standards set forth;

- b. The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the type and intensity of use proposed, as the existing building and proposed addition and improvements meet all minimum zoning requirements governing parcel size, shape, access, type of intensity of development have been met. The proposed use is consistent with the development standards and guidelines for uses within the RD4.5 zoning district, and the City's Zoning Ordinance;
- c. The subject site relates to streets and highways properly designed, both as to width and type of pavement to carry the type and quantity of traffic generated by the proposed use, in that Walnut Avenue was built as a secondary arterial street and access to the church is provided from Walnut Avenue from an improved driveway to a new parking lot at the rear of the building, which has been designed to carry the level of traffic visiting the site;
- d. The proposed use is compatible with those on abutting properties and in the surrounding neighborhood, as the zoning of the surrounding properties is RD4.5 to the south, east and west, and RD20 (Residential, 20 units/acre) to the north. A small place of worship is conditionally permitted in the RD4.5 zoning district in which the project is located. Additionally, the use is consistent with, and not detrimental to the adjacent residential uses in the vicinity as the building will be improved and will remain compatible with the architecture of the neighborhood with the integration of architectural elements indicative of a worship use. Further, the site will be improved to accommodate the proposed church use with the addition of a parking lot to the rear of the existing building;
- e. The proposed location, size, and operating characteristics of the proposed use will not be detrimental to the public interest, health, safety or general welfare, as a small place of worship, with the approval of a Special Conditional Use Permit, is consistent with the RD4.5 zoning district and existing surrounding residential uses. In addition, certain safeguards have been required of the proposed Project, which the Planning Commission deems necessary to protect the public health, safety, and general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A";
- f. The proposed use will not have a significant adverse impact on the environment, as the Project is exempt from the California Environmental Quality Act per Section 15301 – Existing Facilities; and

- g. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed use and have been imposed as conditions of Project approval by the Chino Planning Commission. In addition, certain safeguards have been required of the church use, which the Planning Commission deems necessary to protect the public health, safety, and general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A". Further, the Project meets all required development standards and policies pertaining to a small place of worship in the City.

2. *PL23-0006 (Administrative Approval)*

- a. The proposed project is permitted within the subject zoning district and complies with all applicable provisions of the Zoning Code, including prescribed use and development standards, and design guidelines, as the proposed project meets all requirements of the Zoning Code for the RD4.5 zoning district;
- b. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of project being proposed, as the proposed addition to the building meets or exceeds all requirements of the RD4.5 zoning district;
- c. The proposed project is compatible with those on abutting properties and in the surrounding neighborhood, as potential impacts from the project have been addressed for the proposed addition and architectural modifications to the building through operational standards, safety measures, and maintenance requirements which are currently imposed on the project through the conditions of approval for Special Conditional Use Permit No. PL23-0005;
- d. The proposed location, size and operating characteristics of the proposed project will not be detrimental to the public interest, health, safety or general welfare, as the proposed improvements to the project site will improve the visual appearance of the project site. Additionally, the building as renovated will adequately serve the proposed church use and activities as proposed;
- e. The proposed project would not have a significant adverse impact on the environment, as it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the guidelines, Existing Facilities; and
- f. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project as certain safeguards have been required of the project, which the Planning Commission deems necessary to protect the public health, safety, and

general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A". Further, the project meets all required development standards and policies pertaining to a small place of worship in the City.

3. *CEQA Findings.* Pursuant to CEQA Guideline § 15301, Existing Facilities, the Project qualifies as being categorically exempt from CEQA and will have no significant impact on the environment.
4. *Approval of PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval).* The Planning Commission hereby approves PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval) subject to the Conditions of Approval attached hereto as Exhibit "A". The applicant, including their successors and assigns, shall be responsible for implementing and complying with all conditions set forth in Exhibit "A".
5. *Actions by the Planning Commission Secretary.* The Planning Commission Secretary is hereby directed to attest to the adoption of this Resolution as of the date set forth below and forthwith transmit a copy of this Resolution, by regular mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF JULY 2023.


PLANNING COMMISSION CHAIRPERSON

ATTEST:


SECRETARY, PLANNING COMMISSION

State of California)
County of San Bernardino) §
City of Chino)

I hereby certify the foregoing Resolution was duly adopted by the Chino Planning Commission at a meeting held on the 19th day of July 2023 and entered in the minutes of said Commission.

AYES: COMMISSIONERS: Blanchard, Alexandris, Chavez, Fraga, Cisneroz

NOES: COMMISSIONERS: Lewis, Vieira

ABSENT: COMMISSIONERS: None



SECRETARY, PLANNING COMMISSION

Attachment: Exhibit "A" – Conditions of Approval

EXHIBIT A
DEPARTMENTAL
CONDITIONS OF APPROVAL

DATE: July 19, 2023
PROJECT FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)
LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)
APPLICANT: Potter's Wheel Assembly

The departments listed below have reviewed the above referenced application. Those departments marked with an "X" have required conditions of approval to be imposed on the project.

- Development Services Department –
 Planning Division
 Development Engineering Division
 ADA Accessibility Division
- Chino Valley Independent Fire District
- Police Department
- Finance Department
- Community Services

**DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION CONDITIONS OF APPROVAL**

DATE: July 19, 2023

PROJECT FILE NO.: PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval)

LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)

APPLICANT: Potter's Wheel Assembly

1.0 TIME LIMITS:

- 1.1. The above referenced Special Conditional Use Permit (PL23-0005) and Administrative Approval (PL23-0006) shall expire on July 19, 2024, if building permits are not obtained and/or the approved use has not commenced. The expiration date may be extended upon written request by the applicant on a City application form. The request must be received by the Director of Development Services at least 90 days prior to expiration of the application.
- 1.2. Should the use for which this approval is granted cease to exist for 180 or more consecutive days, this permit shall be deemed null and void.

2.0 GENERAL REQUIREMENTS:

- 2.1. The project shall proceed only in accordance with Planning Commission approved plans on file with the Development Services Department, the conditions contained herein and the Chino Municipal Code.
- 2.2. Failure to comply with any conditions of approval shall be deemed just cause for revocation of project approval by the Planning Commission and/or City Council.
- 2.3. The Director of Development Services shall have the authority to approve minor deviations in the site plan, architecture and/or landscape providing the total approved building area is not exceeded.
- 2.4. In the event that any condition contained herein is determined to be invalid or legally unenforceable, all remaining conditions shall remain in force.

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
CONDITIONS OF APPROVAL**

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

- 2.5. Approval of this request shall not waive compliance with any section of the Chino Municipal Code, or any other applicable City ordinances, or applicable specific plan provision.
- 2.6. Pursuant to Government Code Section 66020, upon approval of the project, the applicant has a 90-day period in which to protest the fees, dedications, reservation or other exaction imposed on this project through the conditions of approval.
- 2.7. In the event that any condition imposing a fee, exaction, dedication, or other mitigation measure is challenged by the applicant and/or other parties in an action filed in a court of law, which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the applicable section of the entire project shall be reviewed by the City and substitute conditions may be imposed.
- 2.8. The applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
- 2.9. The applicant shall be responsible for making arrangements with Waste Management for disposal of any/all construction debris or trash generated. Waste Management can be reached at 1-800 423-9986.
- 2.10. All proposed signs shall be designed to conform with the City's Sign Code (Chino Municipal Code, Title 16 – Signs) and shall require separate application and approval by the Director of Development Services prior to installation.
- 2.11. Any change in the project shall be reviewed by the Development Services Department for compliance with CEQA.

**Bolded language added at Planning Commission (COA 6.9.3)*

DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

CONDITIONS OF APPROVAL

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

- 2.12. Pursuant to Public Resources Code Section 21089 and Fish and Wildlife Code Section 711.4, the developer shall provide those fees marked [X] below in the form of a check made payable to the **San Bernardino County Clerk of the Board of Supervisors** within 5 days of Planning Commission approval. **Project approval shall not be complete until the required fee(s) is (are) paid:**

[x] \$50 for the Notice of Exemption filing fee.

3.0 PRIOR TO THE ISSUANCE OF A BUILDING AND/OR GRADING PERMIT:

- 3.1. The applicant/developer shall pay development impact fees at the established rate. Such fees may include, but not be limited to, new construction fee, park or open space fees, school fees, drainage fees, sewer fees, building permit and plan check fees.
- 3.2. A detailed on-site exterior lighting plan shall be submitted and approved by the Director of Development Services. Plans shall be designed pursuant to Chino Municipal Code Section 20.10.090 (*Outdoor Lighting*) and shall identify fixture design, illumination (photometric), location, height and method of shielding, so as not to adversely affect adjacent properties.
- 3.3. Final revised plans, incorporating all conditions of approval, shall **be** submitted and approved by the Director of Development Services.
- 3.4. All plans shall be coordinated for consistency.
- 3.5. The applicant/developer shall submit two sets of structural plans/construction documents. The plans shall include one set of structural calculations, one set of Title 24 energy calculations, and one soils report. The applicant/developer shall also submit the above documents in digital format to the Building Division once approved.
- 3.6. A construction management plan shall be submitted and approved by the Director of Development Services. The plan shall coordinate and address construction activities that may impact residents and/or surrounding businesses in adjacent areas. Elements of the plan shall contain, but not be limited to, the following:
- a. Routing of construction equipment
 - b. Hours of operation
 - c. Dust control
 - d. Vector control
 - e. Vehicle, equipment, and personnel staging

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
CONDITIONS OF APPROVAL**

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

- f. Pre-construction meetings
 - g. Contractor/subcontractor acknowledgement, obligations, and penalties
 - h. Traffic control and coordination
 - i. Security and interim fencing
 - j. Signs posted on the site with a contact number for the job site construction manager and the City's Code Enforcement Division. Signs shall measure at least four feet by eight feet and shall be posted along every street frontage. The developer shall contact the City immediately upon any change in contact numbers.
 - k. Building and landscape phasing.
- 3.7. A precise wall plan identifying the design, location and construction details of all walls and fences shall be submitted and approved by the Planning and Building Divisions. All perimeter and street-facing walls, including retaining walls, shall be decorative in nature.
- 3.8. Prior to the issuance of any grading permit, four (4) sets of detailed on-site landscaping and irrigation construction drawings along with a copy of the Planning Commission approved conceptual landscape plans and a copy of the conditions of approval shall be submitted for review and approval by the Director of Development Services. A grading permit will not be issued until the City's outside plan checker has completed one review of detailed landscape and irrigation plans for the development. Payment of the Landscape & Irrigation Plan Review Fee shall be due at the time of submittal. Plans shall be prepared to comply with the City's Water Efficient Landscape Ordinance, adopted on October 6, 2015, Ordinance No. 2015-008, meet the requirements for a Landscape Documentation Package in accordance with Section 20.19.030 of the Landscape Ordinance, and shall bear the seal of a landscape architect registered with the state of California. If the site includes areas proposed to be placed within a City-maintained Landscape Maintenance District, then five (5) sets of plans shall be submitted, and the plans shall be prepared on City of Chino, Engineering Division base sheets, and shall bear the seal of a landscape architect registered with the state of California. Original mylars shall be submitted to the City upon approval of plans by the City Engineer.
- 3.9. All ground-mounted utilities, including but not limited to cable television facilities, and telephone/fiber optic facilities, shall be undergrounded. Equipment that is not placed underground such as SCE transformers, backflow prevention devices, irrigation valves and controllers used for common landscape areas shall be placed in areas out of public view and sufficiently screened. The location and method of screening shall be reflected in a plan and shall be subject to the review and approval by the Director of Development Services.

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
CONDITIONS OF APPROVAL**

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

- 3.10. All electrical panels and cabinets shall be completely screened. All electrical panels and cabinets shall be fully enclosed and integrated into and architecturally compatible with the building to the satisfaction of the Director of Development Services. The locations of the electrical panels and cabinets shall be reflected on a site plan and elevation(s) to be reviewed and approved by the Director of Development Services.
- 3.11. Prior to the issuance of a building permit, the approved grading plans shall be attached to the construction plan set. The project shall be built according to the plans approved by the Planning Commission on July 19, 2023, as prepared by YPDC Design + Build. Any substantial modification to the project shall require Planning Commission review and approval. If minor in nature, the modification may be reviewed and approved by the Development Services Director.
- 3.12. Upon submittal of construction drawings to the Building Division for plan check review, all departmental conditions of approval for the project shall be included on the sheet following the title sheet, or the first sheet of the plans. A site plan shall also be attached to all sets of construction drawings. The condition shall be a minimum requirement for acceptance of construction drawings for the Building plan check review.
- 3.13. Special Conditions:
 - 3.13.1. A Water Quality Management Plan shall be prepared in accordance with County of San Bernardino requirements and submitted and approved by the City.
 - 3.13.2. Approval of the conceptual landscape plan by the Planning Commission does not constitute final approval. The final landscape approval (during the plan check process and/or following installation) shall be subject to the review and approval of the City's Landscape Architect Consultant and the Director of Development Services. The City Landscape Architect or Director of Development Services may require additional/fewer trees, shrubs, vines, and ground cover as necessary, based on final site conditions during the landscape plan check process or field review process in order to mitigate any site conditions that were not apparent during either the Planning Commission review or plan check review process.
 - 3.13.3. To minimize damage to paved areas due to tree root growth, trees located within five (5) feet of any paved surface area shall

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
CONDITIONS OF APPROVAL**

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

be provided with root barriers unless it can be demonstrated, to the satisfaction of the Planning Division, that the root growth characteristics of the type of tree proposed does not warrant their installation.

4.0 PRIOR TO START OF CONSTRUCTION:

- 4.1. The final landscape and irrigation plans for the development shall be approved by the Director of Development Services.
- 4.2. A pre-construction meeting, scheduled with the Building Division, shall be held with all applicable City staff members, developer, contractor, superintendent, and all applicable subcontractors.
- 4.3. The approved construction management plan shall be distributed to all contractors and subcontractors and shall be maintained on-site through the duration of construction.
- 4.4. The applicant is required to contact the West Valley Mosquito and Vector Control District to determine if an inspection or field survey of potential vectors and their ectoparasites is necessary. If the District so determines, an inspection or field survey shall be conducted by the District, at the applicant's expense, prior to demolition or grading in order to protect the health of and reduce the risk of neighboring residents to vector-borne diseases. Based on the inspection or survey results, the applicant shall take appropriate vector control methods as recommended by the District.

5.0 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:

- 5.1. All conditions of approval shall be completed to the satisfaction of the Director of Development Services.
- 5.2. The fee for review of the landscaping and irrigation plans by both the City and the City's landscape architect shall be paid by the developer.
- 5.3. All landscaping and irrigation shall be installed in accordance with the approved Planning Commission plans on file with the Development Services Department, and irrigation systems fully operational. In addition, all hardscaped and landscaped areas shall be free of trash and debris.
- 5.4. A licensed landscape architect or contractor, or other licensed certified professional in a related field shall conduct a final field inspection and shall prepare a certificate of completion, which shall be filed with the Director of Development Services. The certificate of completion shall be prepared in

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
CONDITIONS OF APPROVAL**

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

accordance with Section 20.19.030.J of the Landscape Ordinance, and shall specifically indicate that plants were installed as specified by the landscape design plan, that the irrigation system was installed as specified by the irrigation design plan, and that an irrigation audit has been performed. All landscape and irrigation audits shall be conducted by a landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

- 5.5. A landscape maintenance program for the entire project site shall be reviewed and approved by the Director of Development Services. The maintenance program shall include general landscape maintenance provisions for pruning, trimming, the replacement of any dead, decayed, or diseased vegetation, ongoing weed abatement, and replacement/repair of the irrigation system, when necessary. The landscape maintenance program shall be included with the contract with the landscape maintenance company to ensure they implement the maintenance program. In addition, the maintenance program should include provisions for periodic inspections to ensure the irrigation system is working properly, and all landscaping is being properly maintained.
- 5.6. Prior to issuance of a certificate of occupancy for the final unit, any temporary sales and/or construction office buildings/trailers shall be removed from the site.
- 5.7. The project site shall be clean and free of trash and construction debris, and all construction equipment shall be removed from the site.
- 5.8. The applicant shall submit a Sign Program to the Development Services Department for review and approval prior to the first occupancy.

6.0 THE APPROVED USE SHALL BE OPERATED IN ACCORDANCE WITH THE FOLLOWING:

- 6.1. All operations shall not create a nuisance due to noise, odor, dust, mud, smoke, steam, vibration or other similar causes.
- 6.2. The operation or activity shall not cause the emission of any smoke, fly ash, dust, fumes, vapors, gases, or other forms of air pollution that can cause damage to human health, vegetation, or other forms of air pollution that can cause excessive soiling on any other parcel. No emission shall be permitted which exceeds the requirements of the South Coast Air Quality Management District or the requirements of any Air Quality Plan adopted by the City of Chino.

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
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- 6.3. The operation or activity shall not emit odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the project site boundary.
- 6.4. The operation shall not discharge, at any point, into any public or private street, public sewer, storm drain, private stream, body of water, or into the ground, any material which can contaminate any water supply, interfere with bacteriological processes in sewer treatment, or otherwise cause the emission of dangerous or offensive elements, except in accordance with the standards approved by the California Department of Public Health, or any other federal, state or local government agency.
- 6.5. No operation or activity shall emit heat or cold that would cause a temperature increase or decrease on any adjacent parcel in excess of 10°F (5.56°C).
- 6.6. No operation or activity shall cause any impermissible source of electronic disturbance that adversely affects persons or the operation of any equipment on any other parcel that is not in conformance with the regulations of the Federal Communications Commission (FCC). Impermissible interference for the purposes of this document shall mean any interference that violates the rules and regulations of the FCC and/or the Communications Act of 1934, as amended.
- 6.7. No operation or activity shall be permitted to cause a steady state, earth-borne oscillation which is continuous and occurring more frequently than 100 times per minute beyond the project site. Ground vibration caused by moving vehicles, trains, aircraft, or temporary construction or demolition is exempted from this requirement.
- 6.8. Noise emanating from the project site, and which is received by adjacent land uses, shall not exceed the levels specified below, except that loudspeakers, bells, gongs, buzzers or other noise attention or attracting devices shall not exceed a maximum daytime dBA level of 60 and nighttime dBA of 40, measured anywhere beyond the boundaries of the property within which the noise is created.

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
 CONDITIONS OF APPROVAL**

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DATE: July 19, 2023

Maximum Time of Exposure	Noise Metric	Noise Level Not To Be Exceeded	
		7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
30 Minutes/Hour	L50	55 dBA	50 dBA
15 Minutes/Hour	L25	60 dBA	55 dBA
5 Minutes/Hour	L8.3	65 dBA	60 dBA
One Minute/Hour	L1.7	70 dBA	65 dBA
Any Period of Time	Lmax	75 dBA	70 dBA

6.9. Place of Worship (Small):

6.9.1. The SCUP is approved for a place of worship (small – with a capacity of up to 50 adults), operating in general accordance with the list of activities, as attached (Exhibit A). The proposed use has the flexibility to modify the time and date of activities, provided it does not: 1) increase the overall hours of operation of the facility; 2) increase the intensity of the project as it relates to traffic and parking; or 3) create a negative impact on surrounding land uses, as determined by the Director of Development Services. The Director of Development Services shall have the authority to approve minor modifications to the proposed use, other than those outlined in Exhibit A. If at any point the worship facility proposes to change its operation (i.e. hours, types of uses, etc.), the applicant shall submit a request to the Director. At such time, the Director shall review the request to determine if the change in operation meets the intent of the SCUP or creates any potential new impacts. If necessary, the Director may refer the proposal back to the Planning Commission for final determination.

6.9.2. Any special events shall require approval of a Special Event Permit by the City and the Police Department prior to commencement of the event as defined in Chapter 10.64 of the City of Chino Municipal Code.

6.9.3. No activities, **including regular church services**, shall be permitted on the project site that would reduce the number of parking spaces available or could not be parked on-site or off-site according to the agreements between the property owner and Chino Valley Unified School District to utilize Walnut

**Bolded language added at Planning Commission (COA 6.9.3)*

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
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DATE: July 19, 2023

Elementary School for overflow parking, **or any agreement with any other property owner**, unless specifically approved by the Director of Development Services as a special event, and in compliance with the Municipal Code.

- 6.9.4. Should it be determined at any time by the Director of Development Services that there are parking issues associated with the proposed use, then the applicant shall work with staff to address the parking problem, which may include, but not limited to modifying the hours of operation, reducing the number of events to the satisfaction of the Director of Development Services.
- 6.9.5. The applicant or its successor(s) shall be required to provide the necessary soundproofing of the property or other measures to mitigate the noise and/or vibration created on site, if noise and/or vibrations exceed what is permitted under the Chino Municipal Code or create a nuisance to the surrounding developments. Said soundproofing or other measures shall be installed to the satisfaction of the Director of Development Services.
- 6.9.6. Should it be determined by the City that noise measurement or a noise analysis of the use is needed, the applicant and its successor(s) shall bear all costs for said measurements and/or study.

7.0 OTHER REQUIREMENTS:

- 7.1. The project site shall be cleared of all trash, debris, weeds, and other discarded items within two weeks of Planning Commission approval. Approval of this application shall be deemed null and void upon failure of the applicant to comply with this condition within the aforementioned time period.
- 7.2. All signs, including subdivision and/or realty signs proposed for this development shall be designed to conform to the Sign Ordinance and shall require separate application and approval by the Planning and Building Divisions prior to installation.
- 7.3. A coating that will facilitate the removal of graffiti shall be applied over the complete height of one side/both sides of walls and/or fences, and to a height of eight feet on building walls. If a coating is not provided, the

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**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
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owner of the property shall paint the buildings and/or walls to remove graffiti within 72 hours of notice.

7.4. Building and Site Design:

- 7.4.1. Exterior building color shall be reviewed and approved by the Director of Development Services. Colors shall be coordinated between structures, utilizing compatible hues and intensities. Final review and approval of paint colors utilizing a color test may be required prior to painting any structure, if determined necessary in the field by the Director of Development Services.
- 7.4.2. All building drainage gutters, downspouts, vents, etc., located on the exterior walls shall be architecturally compatible with the exterior building design and color, to the satisfaction of the Director of Development Services, or shall be completely concealed from view. They shall not be located on the exterior of building walls near office areas or other prominent locations on the building(s).
- 7.4.3. All new mechanical equipment and appurtenances of any type (including, but not limited to, electrical cabinets, HVAC equipment, skylights, stack vents or fans) whether located on rooftops, ground level or anywhere on the building structure, shall be completely screened so as not to be visible from any public street and/or adjacent property, subject to review and approval by the Director of Development Services. The parapet wall should serve as the primary method of screening, or the facilities shall be enclosed within the structure of the building. Such enclosure of facilities shall be of compatible design related to building structure for which such facilities are intended to serve.
- 7.4.4. Returns for parapet walls shall not be visible from public view and shall be evaluated in the field during construction, and modified if necessary so as not to be visible. All parapet returns shall be a minimum of 4 feet deep.
- 7.4.5. All landscaping shall be designed and installed in accordance with Section 20.19 of the Chino Municipal Code.

**DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION
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FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

7.5. Parking and Lighting:

- 7.5.1. All exterior lighting fixtures shall be installed in accordance with plans on file with the Development Services Department and shall be fully operational prior to occupancy.
- 7.5.2. All building-mounted light fixtures within public areas shall be decorative in nature and architecturally compatible with the building. Building-mounted light fixtures shall be reviewed and approved by the Director of Development Services prior to installation. "Wall-paks" or other standardized exterior lighting shall not be permitted within public areas.
- 7.5.3. All parking and loading areas shall be paved and double-striped in accordance with plans on file with the Development Services Department, Chino Municipal Code Chapter 20.18 (*Parking*) and the disabled parking and accessibility requirements of state law (see the CalDAG—California Disabled Accessibility Guidebook).
- 7.5.4. Drive surfaces contiguous with planter areas shall have a 6-inch raised curb separation.
- 7.5.5. All parking spaces, aisles, entrances and exits shall be double-striped per City standards.
- 7.5.6. All parking spaces for compact cars shall be clearly identified as "Compact Car Only" on the pavement, at the opening of the space. Compact parking spaces shall be reasonably distributed throughout the parking area, subject to review and approval by the Director of Development Services.

7.6. Refuse and Recycling:

- 7.6.1. Separate receptacles (bins) for the collection of refuse and recyclable materials shall be provided. An adequate number of bins to allow for the collection of both refuse and recyclable materials generated by the development shall be provided.
- 7.6.2. Refuse and recyclable materials bins shall be enclosed by a 6-foot- high (1.83 m) wall with solid roof that is designed to be architecturally compatible with the building(s), with solid view obstructing gates fitted with self-closing door devices, and be designed with cane bolts in front of the block walls to secure the gates when in the open position. The gates should also be

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DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

CONDITIONS OF APPROVAL

FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

DATE: July 19, 2023

equipped with rod locks and corresponding rod holes in both the open and closed gate positions. Bins containing recyclable materials shall be provided protection from adverse environmental conditions that might render the collection materials unmarketable.

- 7.6.3. No refuse/recycling enclosure shall be located within any required setback area.
- 7.6.4. All refuse and recyclable material bin enclosures not located in private yard areas shall be screened with landscaping on all sides, with the exception of the gate area. All sides of the enclosure, with the exception of the gate area, shall be surrounded by a minimum 18" wide planter area for the purpose of providing landscape material.
- 7.6.5. Refuse storage and recycling areas shall not be used for the storage of materials other than that for which it is designed (refuse and recyclable materials). The premises shall be kept in a neat and orderly condition, and in good repair and appearance at all times.
- 7.6.6. No outdoor storage of vehicles (other than service fleet), materials, and equipment shall be permitted.
- 7.7. Per Section 15.45 of the Chino Municipal Code, demonstrate consistency with the Chino Climate Action Plan.

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL
PROJECT NO. PL23-0006 (AA) & PL23-0005 (SCUP)

DATE: June 29, 2023 PC MEETING DATE: July 19, 2023

PROJECT DESCRIPTION: SCUP for place of worship, change use of exist school to church with addition

PROJECT LOCATION: 5135 Walnut Avenue

APPLICANT: Leo D. Cho PROJECT ENGINEER: Jorge Alvarado

PRIOR TO THE THREE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

1.0 PRIOR TO ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS:

1.1. All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the Project Engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch by 8½-inch standard format.

1.2. Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>Walnut Avenue</u>	<u>10 foot</u>	<u>East</u>

1.3. Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

1.4. Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

1.5. Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.

1.6. Design per City Standards and construct full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public improvements shall include, but not be limited to, the following: (Please coordinate and verify all requirements with the project engineer.)

	<u>Street Names</u>			
	<u>Walnut Ave</u>			
<u>Curb & Gutter (18' in length)</u>	<u>X</u>			
<u>Sidewalk (Width)</u>				
<u>Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)</u>				
<u>Asphalt Concrete Overlay</u>				

Reviewed/Approved By: JP Date: 7/6/23

Street Lights				
Median Island and Landscaping				
Parkway Landscaping				
Striping and Traffic Controls				
Traffic Signal Interconnect				
Conduit System for CATV				
Sewer				
Storm Drain				
Domestic Water				
Irrigation Service Lateral and Meter	X			
Fire Hydrants as required by CVIFD				
Driveway Approach (25' Wide)	X			

- 1.7. All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.
- 1.8. Execute a Public Improvement Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 1.6. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.
- 1.9. Comply with all applicable requirements of the City Code.
- 1.10. Comply with Pedestrian Accessibility Plan submitted with underlying project conditions of approval

The project must ensure that all pedestrian facilities (private or publicly owned) that are open to the public shall comply with accessibility standards in the City's Policy on Accessible Pedestrian Facilities, the current edition of the CBC in effect at the time of building permit issuance or, if no permit, the date construction commences, and Part 36 of Title 28 of the Americans with Disabilities Act (ADA) regulations, which include the 2010 ADA Standards. This includes the following structures and facilities:

 - a. Walks within the development
 - b. Pedestrian crossings at driveway
 - c. Path of travel from right-of-way to building
- 1.11. Pay all applicable fees pursuant to City Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code Section 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Section 3.40.080(B) or 3.45.080(B). DIFs are applicable to the additional square footage of building.

- 1.12. Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g., infiltration, harvesting, and bio-treatment) and non-structural measures (e.g., preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 1.13. Any future maintenance and repair of sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 1.14. Potable water to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.
- 1.15. Provide adequate sight distance per City Standard No. 865 for the project driveway. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 1.16. Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.

2.0 PRIOR TO REQUEST FOR AND RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- 2.1. Construct and secure Development Services Department approval of all public facilities enumerated under Section 1.0 above (per Resolution No. 88-23).
- 2.2. The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.
- 2.3. Pay all remaining applicable fees pursuant to City Code.

3.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

- 3.1 Complete all Conditions of Approval listed under Sections 1-3 above.
- 3.2 Submit to the City, electronic files of "as-built" improvement plans in AUTOCAD, Esri GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an e-transmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

Attachment

**CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION**

PROJECT NO. PL23-0006 (AA) & PL23-0005 (SCUP)

PROJECT ENGINEER: Jorge Alvarado

DATE: 6/29/2023

**A COPY OF THIS CHECK LIST MUST BE PROVIDED ALONG WITH A COMPLETED PLAN CHECK REVIEW
APPLICATION TO THE ENGINEERING TECHNICIAN WHEN MAKING AN APPOINTMENT FOR FIRST PLAN CHECK
SUBMITTAL**

- Copy of Development Engineering Division Conditions of Approval
- Maps (Subdivision Only)
- Preliminary Title Report (no older than six months) (Subdivision Only)
- Closure Calculations (Subdivision Only)
- Referenced Maps (Subdivision Only)
- Preliminary Soils Report (no older than sixty days)
- Lot line adjustment certificate
- Lot merger
- Right-of-way dedication
- Rough Grading Plans
- Precise Grading Plans
- Storm Drain Plans (may be part of the Grading Plan)
- Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- Street Improvements Plans
- Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- Sewer Plans
- Domestic Water Plans (A Delta Revision on Approved Plan is required for new irrigation service)
- Recycled Water Plans (A Delta Revision on Approved Plan is required for new service and meter)
- Street Light Plans
- Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- Signing and Striping Plans
- Traffic Signal Interconnect Plans
- Traffic Signal Plans
- Water Quality Management Plan
- Construction Management Plan



Chino Valley Fire District

14011 City Center Drive
Chino Hills, CA 91709
(909) 902-5260 Administration
(909) 902-5250 Fax
Chinovalleyfire.org

Board of Directors

John DeMonaco
President
Harvey Luth
Vice President
Tom Haughey
Mike Kreeger
Sarah Ramos-Evinger

Fire Chief
Dave Williams

June 9, 2023

2022-00002584

CHINAKA DOMNWACHUKWU 5135 WALNUT AVE CHINO, CA - California 91710	Project Name: POTTER'S WHEEL ASSEMBLY PL - PL 23-0005-06 Project Address: 5135 WALNUT AVE CHINO, CA 91710
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It is a recommendation of the Fire District that the developer of every new construction project facilitate a preconstruction meeting. The meeting is to be scheduled with the Fire District Inspector for said project.

The following are the conditions of the above referenced permit/project. All conditions shall be adhered to, failure to comply with said conditions may result in the revocation of said permit and/or punitive fines as outlined in the Fire District fee schedule.

We look forward to a cooperative working relationship throughout the project. Should you have any questions regarding the project, including the conditions as set forth herein, please feel free to contact our office at (909) 902-5280.

Fire Protection Requirements

- 3.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO OCCUPANCY:
- 3.1 Hand-held portable fire extinguishers are required to be installed. The location, type and cabinet design shall be approved by the Community Risk Reduction Division.
- 3.2 A maximum occupant load sign shall be posted in a conspicuous location neat the main entrance/exit of the room, if occupant load is greater than 49 people. Such sign shall be legible.
- 3.3 Exits, doors, signs and approved path marking shall be installed in accordance with the current adopted edition of the California Building Code, Section 1007

- 3.4 Commercial, industrial, and multi-family building addresses shall be posted with a minimum eight inch (8") numbers, visible from the street and during the hours of darkness they shall be internally or externally electrically illuminated. Posted numbers shall contrast with the background used and be legible from the street.
- 3.5 An approved Knox lock or key switch is required on each manual/automatic electric security gate. All automatic gates shall be provided with a manual override. Fire District Standard No. 116 & 117 shall be complied with.
- 3.6 An electronic/PDF set of plans shall be submitted separately for each of the following listed items to the Fire District for review, approval and permit prior to any installation or work being done. Approved plans must be maintained at the worksite during construction. Fees are due at the time of submittal.
- a) Building Construction, includes tenant improvement work

Applicable Standards:

117, 122

CVFD Standards available online at <http://www.chinovalleyfire.org>

EXHIBIT "C"

ENVIRONMENTAL WARRANTY

13787 OAKS AVENUE

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

1. Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Developer's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Developer hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Developer and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Developer's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Developer to the City of Chino.

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

Dated: _____

THE POTTER'S WHEEL ASSEMBLY*

By: _____

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