



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

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

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

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

TUESDAY, JANUARY 20, 2026

REGULAR MEETING

AGENDA

OPEN SESSION – 6:00 PM

ROLL CALL

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

FLAG SALUTE

CEREMONIALS

Business of the Month - Award of Business of the Month for January 2026 to:

- Vertical IT Solutions
- Kenwoods Kitchen & Tap

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for January 2026.

AGENDA ADDITIONS/REVISIONS

INFORMATION

External Agency Report for January 20, 2026. Receive and file the External Agency Report for January 20, 2026 (Covering Meetings from November 1 - November 30, 2025).

City Council 2027 Goals Workshop: Meeting Summary. Receive and file the City Council 2027 Goal Setting Workshop: Meeting Summary.

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 7773473 to 7773816, and Electronic Fund Transfers 525507E to 525686E, totaling \$9,162,049.03
2. Minutes. Regular Meeting Minutes for December 16, 2025 (Council Member Lucio Absent-Excused).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Action Minutes. Adopt Resolution 2026-008, approving the transition to the use of Action Minutes format for all meetings of the Chino City Council / Successor Agency to the Redevelopment Agency / Chino Public Financing Authority and Commissions.
5. Government Relations Update for January 20, 2026. Receive and file the January 20 2026, Government Relations Update.
6. Adoption of Ordinance No. 2025-010 (Second Reading), amending provisions of Chapters 6.04, 6.08, 6.12, 6.16 and 6.20 of the Chino Municipal Code. Approve the adoption of Ordinance No. 2025-010, amending Chapters 6.04, 6.08, 6.12, 6.16 and 6.20 of the Chino Municipal Code Related to the City's Animal Services Provider.

ORDINANCE 2025-010 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

7. Award of Contract - SC/NAC/CB-Install Transfer Switch Project (IB208). Award a construction contact in the amount of \$362,171 to Baker Electric & Renewables LLC, Escondido, CA for the Senior Center, Neighborhood Activity Center, and Community Building SC/NAC/CB-Install Transfer Switch Project (IB208).

8. Adjustments in Compensation for Affected Employees of the City of Chino. Adopt Resolution Nos. 2026-001, 2026-003, and 2026-004, approving Compensation and Benefit Plan for 1) Unrepresented Management; 2) Part-Time Employees; and 3) Amendments to Classification and Compensation Schedules.
9. Memorandum of Understanding Between the City of Chino and the American Federation of State, County and Municipal Employees (AFSCME). Adopt Resolution No. 2026-005, approving the AFSCME Memorandum of Understanding and Resolution No. 2026-002, approving Classification Plans and Compensation Schedules for AFSCME.
10. Notice of Completion for the Traffic Signal Installation - Eucalyptus Avenue at Fern Avenue Project (TR240) with Elecnor Belco Electric, Inc. Accept Contract No. 2024-263 to Elecnor Belco Electric as complete for Project TR240; authorize the Director of Public Works to file the Notice of Completion on behalf of the City; authorize the release of retention funds following the 35-day lien period.
11. Final Acceptance of Public Improvements for Administrative Approval PL19-0101, Pad 6, Located on the south side of Schaefer Avenue Between Fern Avenue and Euclid Avenue, within the Stater Bros. Plaza. Accept Public Improvements as complete for Administrative Approval PL19-0101 Pad 6, located on the south side of Schaefer Avenue between Fern Avenue and Euclid Avenue, within the Stater Bros. Plaza.

NEW BUSINESS

12. Business License Tax Study and Recommendation. City Council review of the Business License Tax Study Recommendations.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: Staff recommends that the City Council review the Business License Tax Study and offer direction regarding whether to focus on the Single Gross Receipts Model or the Variable Gross Receipts Model for modernizing the City's business license tax structure. Based on Council's input, staff will explore the feasibility of including the Business License Tax on the November 2026 General Municipal Election ballot.

13. Declaration of Intention to Establish Community Facilities District 2026-1 (The Meadows). Declaration of Intention to Establish Community Facilities District 2026-1 (The Meadows), and Improvement Area Nos. 1, 2 and 3 therein, and incur Bonded Indebtedness for the Community Facilities District on behalf of each Improvement Area.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: 1) Adopt Resolution No. 2026-006, declaring the City of Chino's intention to establish Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; 2) adopt Resolution No. 2026-007 declaring the City of Chino's Intention to Incur Bonded Indebtedness for the proposed Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

14. Ordinance No. 2026-001 - Chapter 8.12 Fireworks. Approve the Introduction of Ordinance No. 2026-001, Amending Chapter 8.12 of the Chino Municipal Code Pertaining to Fireworks.

Staff Report By: Silvia Avalos, Director of Community Services, Parks & Recreation and Lisa Conlon, Revenue Manager

RECOMMENDATION: Approve the Introduction of Ordinance No. 2026-001, to be read by number and title only, waiving further reading of the Ordinance, amending Chapter 8.12 of the Chino Municipal Code (CMC) pertaining to fireworks.

ORDINANCE 2026-001 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 8.12 (FIREWORKS) OF THE CHINO MUNICIPAL CODE

15. Award of Contract -Youth Museum Interior Improvements Project Design (PF261). Award a Professional Services Agreement in the amount of \$146,698 to Hammel, Green and Abrahamson, Inc. (HGA), Santa Monica, CA for design services for the Youth Museum Interior Improvements Project (PF261).

Staff Report By: Jeff Benson, Parks and Facilities Manager

RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of \$146,698 to Hammel, Green and Abrahamson, Inc. (HGA), Santa Monica, CA for design services for the Youth Museum Interior Improvements Project (PF261); 2) authorize expenditures of up to \$14,670 for project contingencies for a not-to-exceed potential contract amount of \$161,368; 3) appropriate \$61,368 to the Building Management Fund; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

16. Professional Services Agreements - Raftelis Financial Consultants, Inc. Award Professional Services Agreements with Raftelis Financial Consultants, Inc. for Domestic Water, Recycled Water, Sewer, and Storm Drain Utility Rate Studies.

Staff Report By: Sylvia Ramos, Contracts and DIF Administrator

RECOMMENDATION: 1) Approve a Professional Services Agreement with Raftelis Financial Consultants, Inc., a North Carolina corporation, for a Domestic Water, Recycled Water, and Sewer Rate Study in an amount not to exceed \$95,755; 2) appropriate \$52,347.50 to the Sewer Fund (Fund 530); 3) approve a Professional Services Agreement with Raftelis Financial Consultants, Inc., a North Carolina corporation, for a Storm Drain Utility Rate Study in an amount not to exceed \$153,421; 4) appropriate \$153,421 to the Storm Drain Fund (Fund 540); and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

Mayor Pro Tem Burton

17. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to the Chino Police Officers Foundation.

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contribution of \$500 Chino Police Officers Foundation (\$250 Run for Russ/\$250 Baker to Vegas).

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Director's Report

Police Chief's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, February 3, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Thursday, January 15, 2026 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.



Natalie Gonzaga, City Clerk.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

Business of the Month.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Award of Mayor's Home Beautification Award.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

External Agency Report for January 20, 2026.

RECOMMENDATION

Receive and file the External Agency Report for January 20, 2026 (Covering Meetings from November 1 - 30, 2025).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

BACKGROUND

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

ISSUES/ANALYSIS

The attached Monthly Agency Report for January 20, 2026, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may affect or interest the City of Chino, its residents, and its businesses. The report covers meetings held from November 1 - 30, 2025.



CITY OF CHINO

MONTHLY AGENCY REPORTS

JANUARY 20, 2026 - Covering meetings from November 1 – November 30, 2025

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

ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE JOINT POWERS AUTHORITY

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

No meeting during this reporting period.

Next anticipated meeting date: December 2, 2025

CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE

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

Meeting Date: December 16, 2025

- Chaffey College Chino Community Center is busy with event rentals through September 2028.
- Balance Sheet and Income Statement through September 30, 2025: Operating net income is \$15,538, total equity is \$359,881.

Next anticipated meeting date: March 17, 2026

CHINO VALLEY CHAMBER OF COMMERCE

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

Meeting Date: November 18, 2025

No current items to report.

Next anticipated meeting date: December 16, 2025

CHINO BASIN DESALTER AUTHORITY

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

Meeting Date: November 18, 2025

The Chino Basin Desalter Authority (CDA) reported that 439 acre-feet of water was delivered to the City of Chino in October.

The CDA Technical Advisory Committee (TAC) recommended the following, which was approved:

- Approval of a sole-source contract with AWC for the supply and delivery of anti-scalant AWC A-102 Si, in the amount not to exceed \$330,000. Anti-scalant chemicals are essential to the reverse-osmosis (RO) process at the Chino I and Chino II Desalter facilities to prevent scaling and extend membrane life. Sufficient funds are included in the approved FY 2025/26 Operations & Maintenance Budget (Chemicals).

Next anticipated meeting date: December 16, 2025

CHINO BASIN WATERMASTER

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

Meeting Date: November 20, 2025

Business Item A: Fiscal Year 2025/26 Interim Assessments

Approve the Fiscal Year 2025/26 Interim Assessments to provide necessary funding for Chino Basin Watermaster operations at the start of the fiscal year. The Assessment Package is being presented on an interim basis due to questions raised by parties regarding certain assessment components. Interim assessments are necessary to ensure continued cash flow for administrative, legal, engineering, and Optimum Basin Management Program activities while these issues are reviewed and resolved. Any adjustments between the interim assessments and the final approved Assessment Package will be reconciled and assessed accordingly.

Business Item B: Resolution 2025-03 to Levy Fiscal Year 2025/26 Interim Assessments

This item adopts Resolution 2025-03, which formally levies the Fiscal Year 2025/26 Interim Assessments in accordance with the Watermaster Judgment and Rules and Regulations. Adoption of the resolution provides the legal authority for Watermaster to invoice and collect the interim assessments from the Pools, allowing continued funding of Watermaster operations while the final Assessment Package is completed. The resolution implements the interim assessment amounts previously reviewed by the Advisory Committee and recommended for Board approval.

Next anticipated meeting date: December 18, 2025

CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS

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

Meeting Date: November 3, 2025

Properties Declared for Weed Abatement – The Board reviewed public comment and conducted a public hearing and second reading of Ordinance No. 2025-02, declaring the noticing of properties for weed abatement, subsequent actions, and charges. Passed by a 5-0 vote.

SB 1205 Compliance Report for State Mandated Annual Fire Inspections - Fire Marshal O'Toole presented the annual SB 1205 compliance report, stating that State law requires fire agencies to complete annual fire inspections for all public and private schools and certain residential occupancies. The District has 208 such occupancies. The fire district's Community Risk Reduction completed initial inspections for all required sites during the calendar. The item was received and filed.

Defensible Space Concerns - During Board Comments, Board President Ramos-Evinger raised a concern from local real estate professionals regarding defensible space inspection requirements.

Fire Marshal O'Toole clarified that, under AB 38, inspections are required at the time of sale for properties in high- or very-high-fire-hazard zones, consistent with the District's vegetation management ordinance. Staff will follow up with the real estate group to provide accurate information.

Next anticipated meeting date: December 10, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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

Meeting Date: November 20, 2025

Public Notice and Hearing Regarding the Associated Chino Teachers Initial Bargaining Proposal to the Chino Valley Unified School District for a Reopener to the Collective Bargaining Agreement, Effective July 1, 2026

President Shaw gave public notice and opened the hearing regarding the Associated Chino Teachers initial bargaining proposal to the Chino Valley Unified School District for a reopener to the Collective Bargaining Agreement effective July 1, 2026, at 7:20 p.m. There were no speakers, and the hearing was closed at 7:20 p.m.

2026 Supplemental Summer Instruction Program and Special Education Extended School Year – The Board Approved the 2026 Supplemental Summer Instruction Program and Special Education Extended School Year.

Next anticipated meeting date: December 18, 2025

CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE

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

No meeting during this reporting period.

Next anticipated meeting date: January 28, 2026

CITIZEN'S COMMITTEE FOR CIM & CIW

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

No meeting during this reporting period.

Next anticipated meeting date: December 9, 2025

INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE

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

Meeting Date: November 6, 2025**Information Item A: Mutual Aid Partnership (PowerPoint)**

This item provides an overview of the Regional Sewer Mutual Aid Partnership, a collaborative agreement established in 2004 to support coordinated emergency response during sewer system disruptions, spills, and other operational incidents. The partnership enhances regulatory compliance with Sewer System Management Plan and Spill Emergency Response Plan requirements, strengthens regional operational readiness, and supports workforce training through joint spill simulations and information sharing. Participating agencies include the City of Chino, City of Chino Hills, City of Fontana, City of Montclair, City of Ontario, City of Upland, Cucamonga Valley Water District, Jurupa Community Services District, and the Inland Empire Utilities Agency, which serves as the lead coordinating agency.

Information Item C: Chino Basin Program (PowerPoint)

This item provides a status update on the Chino Basin Program (CBP), a regional water supply reliability and groundwater sustainability initiative centered on advanced water purification, recycled water conveyance, aquifer replenishment, and extraction facilities. The program includes major capital components such as the Advanced Water Purification Facility (approximately \$45.2 million) and the Rialto Recycled Water Pipeline (approximately \$20 million), along with replenishment wells, purified water conveyance, and extraction facilities, with costs to be finalized as design advances.

The presentation highlights significant external funding support, including \$269.1 million conditionally awarded through the California Water Commission Water Storage Investment Program, up to \$45 million from the State Water Resources Control Board Water Recycling Funding Program, and multiple federal funding sources, including \$10.8 million conditionally awarded through the U.S. Bureau of Reclamation Large-Scale Water Recycling Program, additional pending federal grants, and Metropolitan Water District Future Supply Actions funding. The update also summarizes completed milestones, ongoing design and permitting efforts, and upcoming funding and construction phases required to advance the program toward implementation.

Next anticipated meeting date: December 4, 2025**LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION**

Council Representative: Marc Lucio | Staff Report By: Jackie Melendez

Meeting Date: November 21, 2025

Holiday Luncheon and Installation of Officers – The Inland Empire Division held its last meeting of the year in Ontario. Council Member Comstock, Assistant City Manager Melendez, and Deputy City Manager Castro attended the event. The outgoing IE Division Officers provided an overview of 2025's accomplishments. The new IE Division Officers were installed during the meeting, with Chino Council Member Karen Comstock sworn in as Vice President.

- President - Bill Hussey, Mayor, Grand Terrace

- Vice President - Karen Comstock, Council Member, Chino
- Immediate Past President - Kristine Scott, Council Member, Rancho Cucamonga
- Secretary/ Treasurer - Judith Garcia, Grand Terrace
- Division Director State Board - Kristine Scott, Council Member, Rancho Cucamonga
- Legislative Director - Debi Dorst-Porada, Council Member, Ontario

Next anticipated meeting date: January 29, 2026

OMNITRANS BOARD OF DIRECTORS

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

Meeting Date: November 5, 2025

No current items to report.

Next anticipated meeting date: December 3, 2025

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

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

No meeting during this reporting period.

Next anticipated meeting date: TBD

SAN BERNARDINO COUNTY BOARD OF SUPERVISORS

Staff Report By: Rogelio Huerta

Meeting Date: November 4, 2025

The San Bernardino County Board of Supervisors acted on the following items during their November 4, 2025, meeting that pertain to the City of Chino:

- **Prado Regional Park Infrastructure:** The Board approved Amendment No. 1 and Change Order No. 1 to the construction contract with Rasmussen Brothers Construction, Inc. for the Prado gatehouse and monument sign replacement project. This approval allows for structural foundation enhancements and updated electrical work to accommodate unforeseen site conditions, ensuring the modernization of the park's primary entry point remains on schedule.
- **Regional Connectivity and Safety:** In additional actions impacting the Chino Basin, the Board reviewed progress on regional traffic safety initiatives and coordinated infrastructure updates that support the flow of goods and commuters through the southwest portion of the county. These efforts align with ongoing city-county partnerships to maintain high standards for public recreational facilities and transit corridors.

Meeting Date: November 18, 2025

The San Bernardino County Board of Supervisors acted on the following items during their November 18, 2025, meeting that pertain to the City of Chino:

- **Chino Airport Improvements:** The Board approved a grant application and subsequent agreement with the Federal Aviation Administration (FAA) for pavement rehabilitation and lighting upgrades at the Chino Airport. These enhancements are part of a multi-phase capital improvement plan to ensure the facility continues to serve as a vital economic and transportation hub for the region.

Next anticipated meeting date: December 16, 2025

SAN BERNARDINO COUNTY SOLID WASTE ADVISORY TASK FORCE
Council Representative: Christopher Flores | Staff Report By: Xochitl Huerta

No meeting during this reporting period.

Next anticipated meeting date: April 15, 2026

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) BOARD OF DIRECTORS
Council Representative: Eunice Ulloa | Staff Report By: Dennis Ralls

Meeting Date: November 5, 2025

The Board received an update on the Measure I revenue for quarter 1 FY 2025/2026. Measure I revenues are up 1.17% from last year in the same quarter, at \$64,424,051, an increase of \$ 744,197. The Board has approved an item awarding Transportation Development Act – Article 3 (TDA-A3) grant funds. TDA-A3 funds are awarded through the state through SBCTA to improve transit, pedestrian, and bicycle facilities. The City of Chino submitted two projects for consideration. The City of Chino was awarded design funding for the Benson Avenue Safe Routes to School Improvement project, which will install pedestrian curb ramps and sidewalks along Benson Avenue from Riverside Drive to Chino Avenue. SBCTA awarded \$44,850 to the project, which is anticipated to cost \$65,000 to design. The remaining \$20,150 will be funded through local transportation-related funding. The City of Chino also applied for design funding to improve pedestrian and bicycle connectivity at and around the intersection of Cypress Avenue and Edison Avenue, but that did not rate as well and was not awarded funding.

Next anticipated meeting date: December 3, 2025

SBCTA – CITY SELECTION COMMITTEE
Council Representative: Eunice Ulloa | Staff Report By: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: March 4, 2026

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY

Council Representative: Marc Lucio | Staff Report By: Jackie Melendez

No meeting during this reporting period.

Next anticipated meeting date: May 7-8, 2026

SANTA ANA WATERSHED ADVISORY COUNCIL

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

Meeting Date: November 4, 2025

No current items to report.

Next anticipated meeting date: December 2, 2025

WATER FACILITIES AUTHORITY BOARD OF DIRECTORS

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

Meeting Date: November 20, 2025

Discussion/Possible Action: Underbilled Unsubscribed Capacity User Fees

This item addresses the identification of underbilled Unsubscribed Capacity (UC) User Fees for multiple fiscal years due to calculation and year-end reconciliation errors. Specifically, indirect operating costs were inadvertently excluded from UC fee calculations, and UC fees were not trued-up to actual costs at fiscal year-end, as required by Ordinance 2010-07-01. These issues have been corrected on a go-forward basis.

Based on analysis performed by the Authority's financial consultant and reviewed by staff, the total amount underbilled from Fiscal Year End 2013 through Fiscal Year End 2025 is \$165,747.21. Under the ordinance, the underbilled amount would be invoiced to the member agency that utilized unsubscribed capacity and redistributed to the remaining member agencies that did not exceed their entitlement capacities. The reconciliation would result in a net-zero budget impact to the Authority, as all funds collected by the Authority would be distributed back to the other member agencies as credits applied to their future bills.

Board Action

The Board unanimously approved limiting the reconciliation and collection of underbilled UC User Fees to the most recent three years, rather than the full historical period.

Approved Billing Amount – Chino (3 Billing Years):

- Fiscal Year 2022: \$20,587.21
- Fiscal Year 2023: \$0
- Fiscal Year 2024: \$11,432.78
- Fiscal Year 2025: \$9,176.49

Total Amount to be Billed to Chino: \$41,196.48

All UC User Fees collected by the Authority under this action will be distributed to the other member agencies as bill credits, consistent with Ordinance 2010-07-01.

Next anticipated meeting date: January 6, 2026

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
Council Representative: Chris Flores | Staff Report By: Vivian Castro

No meeting during this reporting period.

Next anticipated meeting date: December 9, 2025

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

City Council 2027 Goals Workshop: Meeting Summary.

RECOMMENDATION

Receive and file the City Council 2027 Goals Workshop: Meeting Summary.

FISCAL IMPACT

None.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership

BACKGROUND

The Chino City Council adopted the Strategic Plan on June 15, 2021. Annually, in preparation for the upcoming fiscal year (FY), the City Council holds a goals workshop to review prior FY year accomplishments, assess current FY goals previously adopted by the Council, and discuss goals for the upcoming FY, while ensuring the continued alignment of these annual goals and workplans with the Strategic Plan. The prior City Council goals workshop was held on July 31, 2024, and served as the foundation for the development of the FY 2026 City budget.

ISSUES/ANALYSIS

On October 22, 2025, the City Council held the 2027 Goals Workshop, facilitated by Patrick Ibarra of The Mejorando Group. The workshop was a Special Meeting of the City Council, held on October 22, 2025, from 10:30 a.m. to 3:30 p.m. at the Chino Police Department. The Executive Management Team participated in the discussion with the City Council. Other City staff, including the Department Deputy Directors and managers, were in the audience, along with the public.

The attached document summarizes the discussions and outcomes of the workshop.

City of Chino
City Council and Executive Management Team Goal Setting Workshop
Wednesday, October 22, 2025
Chino Police Department
5450 Guardian Way, Chino, CA 91710

BACKGROUND

The Chino City Council and the City's Executive Management Team held a Strategic Plan Goal Setting Workshop on October 22, 2025, for the purpose of reviewing, updating, and prioritizing the City's Strategic Plan Goals for FY 2027. The session is held annually to lay the foundation for the City's budget for the next fiscal year and builds on the goals and work plans of prior years. The workshop was facilitated by Patrick Ibarra of The Mejorando Group. Department Deputy Directors and division managers were invited to attend.

GROUND RULES, INTRODUCTIONS, AND DESIRED OUTCOMES

City Manager Linda Reich introduced the session, noting that the workshop provides an annual opportunity for the team to discuss the future of the City of Chino as a team and for staff to receive input directly from the Council.

STRATEGIC PLANNING AND GOOD GOVERNMENT

Purpose of Strategic Planning

The facilitator provided opening remarks on the purpose of strategic planning and goal setting, noting that success is by choice, not by chance. The desired outcome for the session was to put together a plan for the City to be successful "by choice."

This plan will identify issues and the role, if any, the City Council would take in addressing them, with the understanding that the City can't solve everything and that there are resource and capacity limits.

After opening remarks on the purpose of the session, the Mayor and City Council participated in several facilitated exercises.

Ground Rules

The consultant provided information on keys to effective governing bodies. Council discussed practices that support sound decision-making, accountability, and teamwork between the City's elected and appointed leadership.

Benefits of Good Government

The City Council was asked to identify the benefits of good government that enhance the quality of life in the community. They identified the following benefits:

- Visible progress in the community
- More engaged and satisfied residents
- Improved quality of life
- A sense of safety

- A healthy and sustainable budget
- Transparency and accountability
- Well-prepared and professional staff
- Responsive service to the public

This discussion reinforced what the community should experience when the organization is functioning well and the City is fulfilling its purpose.

Workloads, Priorities, and Allocation of Resources

Mr. Ibarra noted the following as food for thought:

- What is our purpose as the City?
 - Our purpose should guide our focus and resources.
 - Need to be intentional and disciplined to not stray from purpose.
 - Need to have a plan outlining how we do it and how it is going to provide and improve what we do
 - Nothing is automatic, to create and sustain, actions must be purposeful.
- Resources - Cities work within resource and capacity limits; how will the City prioritize given limited resources?
 - Money
 - Time
 - Money isn't the City's most precious resource, it is time.
 - Staff
 - 80-90 % of staff time is dedicated to providing core services
 - What do we want to spend our staff's (remaining) time on?
 - Staff training should be thought of as an investment, not an expense

Mr. Ibarra discussed that city staff generally do **three types of work**:

- **Foundational** – Work on standards, policies, procedures, which can be forgotten or ignored, but are the foundation of the reliable delivery of services. Need to modernize to stay on top of things.
- **Services** – The core day-to-day work providing services to citizens. Has to be redesigned, updated, and presented.
- **Projects** – Work on specific issues and projects, with start and end dates and a determined amount of funding.

He noted that City staff work simultaneously on all three, with staff spending time working ON the department (processes and policies), sometimes as much as AT what they do (delivering services). There was discussion about the importance of streamlining, modernizing, and improving processes and procedures, as inefficiencies and outdated policies and practices negatively affect capacity and operations.

DEPARTMENT FY 2025 ACCOMPLISHMENTS AND FY 2026 WORKLOAD

The Executive Management Team provided an overview of each department's top accomplishments for FY 2025 and highlighted the existing priority goals and work plans for FY 2026 (**outlined in Attachment 1**) as a starting point for discussion of FY 2027 goals.

During the presentations, Council members asked questions and requested additional information and consideration of the following:

Facilities and Capital Needs

- **Community Building:**
Council expressed concerns about the condition and functionality of the men's restroom at the Community Building, given the high level of programming occurring there. CSPR staff reported that restroom improvements are in their work plan and that they are coordinating with the Building Official on a redesign.
- **Public Works Service Yard:**
Council noted the importance of considering the long-term needs at the public works service yard and maintenance area as part of broader capital planning.
- **City Hall:**
Power and capacity issues at City Hall. Need to purchase generators for City facilities.
- **Signage and Euclid Avenue Improvements:**
 - Council noted that updating signage citywide will be challenging and will require careful planning.
 - Public Works reported on Euclid Avenue improvements and related Caltrans funding. Council requested that staff obtain information on the actual cost of improvements completed in the neighboring jurisdiction or by the associated developer to better understand comparative costs.
- **Public Facilities:**
Continue to pursue opportunities to purchase properties, including additional park land.

Housing and Land Use

- **Workforce/Affordable Housing:**
Council asked whether staff have evaluated workforce housing options for individuals who work in the City but cannot afford to live here. Development Services staff indicated that this concept has not yet been formally studied and will be explored further.
- **Growth, Density, and Neighborhood Character:**
Council discussed changing regional development patterns, including pressure for higher-density and high-rise projects, and expressed ongoing interest in preserving opportunities for single-family housing, safe neighborhoods, and manageable traffic and parking conditions.

Organization-wide Processes and Operations

Council discussed the City's need to focus on "in-house" governance and operations issues, noting the importance of the "business" side of City functions, which requires the City to operate to standards. There was significant discussion about the workload in most departments, which is significantly focused on identifying, catching up on, and cleaning up legacy issues. Council noted that the Department Directors, most of whom are new, have to spend a significant amount of time addressing inherited issues.

They expressed the desire to see these addressed so that staff can focus on innovation and future trends.

- **Resource Allocation:**

Monitor workload and service demands to determine the allocation of additional staffing. EMT to report on staffing needs for Council funding.

- **Compliance Monitoring and Being Proactive:**

Council emphasized the importance of complying with required plans (e.g., hazard mitigation planning) and aligning departmental work with future trends rather than reacting only to legacy issues.

- **Need to Update Policies and Processes:**

Council observed a recurring theme of outdated processes and policies across departments and emphasized the need for a more regular mechanism to review and update them, ensuring issues do not remain unresolved for extended periods.

Recognizing 2025 accomplishments allowed both Council and staff to acknowledge the time and effort involved in delivering results. Reviewing the 2026 workload underscored that, beyond day-to-day core services, staff are already committed to several substantial initiatives, addressing legacy issues, and updating and improving policies and procedures. The information provided context for considering layering priorities and any new goals for FY 2027.

There was significant discussion about staff capacity and the need to ensure that departments are appropriately staffed to perform their jobs successfully, with direction to the City Manager to bring staffing recommendations to Council for consideration.

CITY VISION AND MISSION STATEMENTS

The consultant led a brief discussion on the City's mission and vision statements, noting that a vision is typically aspirational, inspirational, and ongoing.

The existing Vision and Mission statements were reviewed as organizational guideposts.

- **Vision:** Chino is a vibrant city. It is a great community in which to live, work, and play, that is recognized for integrity and dedication to public service.
- **Mission:** Together, we take pride in providing quality, caring service to our community.

Council reaffirmed the continued relevance of these statements for now and agreed that any revisions would require a separate, focused discussion at a future session.

HEADWINDS – Local and national trends, opportunities, and constraints on the horizon

Mr. Ibarra led an exercise looking into the future, exploring how the City's role in building community and the City itself are evolving. He noted the following:

- Better to plan a change before you have to, than because you have to
- Try to understand and extrapolate the potential impact on the community, city, departments, and what we are trying to do
- Consider the volatility of change
- Consider opportunities

He provided examples of **general trends**:

- Shifting demographics – adjusting and anticipating impact on public policy

- Economy, purchasing/consumption habits (“The Experience”), and social habits (pickleball)
- Impacts from growth (increased traffic, parking, density, and opportunities homeownership, etc.)
- Unknown factors that may emerge
- Multi-jurisdictional issues related to infrastructure, utilities, and other service-related areas

Council identified the following **local trends in Chino**:

- Changing demographics – growing Chinese and Hindu populations
- Politics and citizen activism – increasing online and in person. Mr. Ibarra noted that the loudest aren’t necessarily the majority, discussing how the public can be broken down into “fans”, “fickle,” and “frustrated” – with different needs and ways to engage them
- Struggle with the State to maintain local control; state mandates
- New and old Chino - growth in south vs. older parts of City
 - Need for new infrastructure
 - Regional transportation infrastructure
 - Aging infrastructure
- Stark site development
- Euclid Avenue

Council noted the following during the exercise:

- City needs to be entrepreneurial, innovative
- Council is supportive of staff trying new things, taking risks, and making improvements
- Need to engage the public where they are

PAST, PRESENT, AND FUTURE

The consultant posed the following questions for Council to consider:

- How aggressive and assertive does Council want to be as policymakers to shape the future of the community?
- Is Council clear and cohesive/aligned in how they want to shape the community? Once you are in, it is hard to take yourself out.

STRATEGIC PRIORITY AREAS AND POTENTIAL FY 2027 GOALS

Mr. Ibarra noted that the presentations by EMT revealed that the Directors are focusing substantially on “inside the building” issues to improve their operations, ensuring they are stable and reliable, while also working “outside the building,” on what the public feels, the delivery of services, and projects.

He stressed the importance of the Council being aware of how resources are being deployed, the need for them to be intentional in their decision-making, and to think through to the future.

He asked them to consider, “A year from now, October 2026, what will be happening that the City should be considering now?”

The City Council identified the following major issues on which they would like to be intentional and focus:

- Economic Development – Need to become more active in recruiting businesses. Competing vs. finding our niche and embracing synergy with what is going on in the surrounding cities
- Infrastructure and City facilities
- Technology – Critical to all City operations, especially PD, Public Works, and Finance. Need for an IT Master Plan.
- Staffing and organizational well-being

NEXT STEPS

The following action items and next steps were identified during the workshop discussion:

- **Community Building**

CSPR to continue coordinating with the Building Official on restroom design improvements and return with an implementation approach as part of facilities planning.

- **Workforce Housing**

Development Services to explore workforce housing strategies and options to support individuals who work in the City but cannot afford to live here.

- **Euclid Avenue Cost Comparison**

Public Works to obtain information on the cost of Euclid Avenue improvements completed in the neighboring jurisdiction or by the associated developer to inform future cost and funding discussions.

- **Process and Policy Review Mechanism**

CM and EMT to consider options for a more regular process to review and update City policies and procedures, with an emphasis on addressing long-standing gaps (e.g., required plans such as hazard mitigation).

- **Public Engagement at Community Meetings**

Staff to review the structure and communications approach for community meetings (e.g. development projects), with the goal of clarifying project status and the purpose of public input (e.g., public shaping outcomes vs. veto authority).

- **Additional Community Engagement Opportunities**

Staff to evaluate options for additional Council engagement with residents, such as a recurring community session prior to Council meetings, to improve understanding of City roles and major initiatives.

- **Infrastructure Resiliency and IT Planning**

CM and CSPR/PW to continue evaluating generator and switch needs at City facilities and identify funding strategies. CM to explore development of an IT master plan to guide future technology investments.

- **Staffing and Mid-Year Budget**

CM to bring forward staffing recommendations and related budget adjustments as part of the mid-year budget report at the first Council meeting in March.

- **Ongoing Project Reports and Regular Updates**

Staff to provide a chart showing the various priority projects (Euclid, Pine, Stark, Civic Center Master Plan, etc.) and the estimated project timelines and milestones, costs, and project statuses. The chart and a dashboard would provide a visual representation of the

existing workload and progress to date, which can be used to communicate the City's work to the community. City Manager suggested calling the project matrix "Horizon 2045".

Council and EMT to schedule more frequent follow up goal-setting and progress review updates to monitor advancement of the agreed priority areas and projects.

The workshop adjourned at 3:39 p.m. after closing comments from the City Council and the Executive Management Team.

All directors focused on problem-solving and revenue (TOT, business license, etc.)

User fees, DIF, possible TOT, sales tax.

CITY COUNCIL FY 2027 GOALS WORKSHOP

October 22, 2025



Staff work consists of:

- **Providing quality core services**
- **Improving, streamlining, and modernizing our operations**
- **Planning and building for the future to meet changing and varied demographic needs of community in 5, 10, 20 years**

Review by Department

- **FY 2025 accomplishments**
- **FY 2026 existing work plans based on Council 2026 goals**

Council discussion:

- **FY 2027 goals to guide budget, resources, and capacity planning**

ADMINISTRATION

FY 2025 Accomplishments

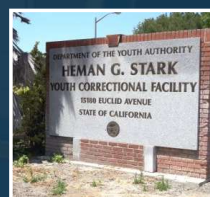
- **Securing The Farm** - Passed the Stark bill and hired JLL to project manage the Stark purchase.
- **Investing in Team Chino** - Formalized a comprehensive leadership development, training, and communications program for staff with new opportunities for employee and resident engagement (Leadership Academy, CORE Academy) and strengthened the Executive Management Team with training and two new executives.
- **Taking Care of Chino's Animals** - Launched ARC, worked with JPA partners to hire staff, opened a temporary facility and began operations July 1



ADMINISTRATION

FY 2026 Goals

- Prepare RFP for selection of a master developer for Stark Facility, AKA The Farm
- Continue to identify additional & expanded revenue sources and eliminate revenue leakage
- Ensure quality service delivery by rightsizing and effectively resourcing City departments



COMMUNITY SERVICES, PARKS & RECREATION

FY 2025 Accomplishments

- In collaboration with four non-profit organizations that focus on special needs services, hosted successful Inclusion Community Celebration in downtown Chino.
- Continued to strengthen Homeless Outreach efforts by expanding relationships with neighboring cities and county partners. Served more than 220 individuals and successfully helped 41 people exit the streets.
- Parks & Facility Department - Completed three large Capital Improvement Projects on projects list since 2020:
 - Old Schoolhouse Museum Barn Exhibit & Improvements
 - Chino Rancho Park Development
 - Ayala softball fields 1-4 ADA improvements & renovations



COMMUNITY SERVICES, PARKS & RECREATION

FY 2026 Goals

- Continue to expand and deliver essential support services through case management and homeless outreach efforts by supporting new West End Regional Navigation Center - Features a one-stop service model; Behavioral Health, Substance Use Services, Public Health Transitional Assistance (Anticipated opening January 2026) | \$200,000/5 beds (based on Point-In-Time count)
- Deliver a New Event: Lunar New Year Celebration to foster community connection and cultural appreciation - January 31 & February 1, 2026
- Continue to invest in our parks, public facilities, and accessibility:
 - Park upgrades and maintenance (Walnut, Heritage, Shaddy Grove, Cypress Trails)
 - Facility enhancements (MVP painting, replace roof)
 - Accessibility improvements to ensure spaces are inclusive and ADA-compliant

DEVELOPMENT SERVICES

FY 2025 Accomplishments

- Completed the 2045 General Plan Update
- Fully transitioned to electronic submittal of applications and plans to further streamline the plan review process
- Completed the 145+ acre Ramona Francis Island annexation and the East End annexation

DEVELOPMENT SERVICES

FY 2026 Goals

- Update Zoning Code to align with the 2045 General Plan
- Update Sign Code to align with the 2045 General Plan and allow for economic viability of all businesses located in the City
- Develop Affordable Housing & Neighborhood Revitalization Strategic Plan
- Upcoming projects – Eden, Mountain/Riverside, Central/Schaefer, Riverside/Magnolia, continued growth in the Preserve



FINANCE

FY 2025 Accomplishments

- Revenue Enhancements (user fee study, collection, revise various incorrect rates)
- Adopted a Balanced Budget
- Improved Financial Transparency



FINANCE

FY 2026 Goals

- Update Financial Policies and Procedures
- Revenue Enhancements (continue)
- Improve staff development and process efficiencies

HUMAN RESOURCES & RISK MANAGEMENT

FY 2025 Accomplishments

- Completed City-Wide Classification & Compensation Study
- Hired approximately 77 new employees and 46 internal promotions, screened 7,204 job applications in the process
- Hosted Employee Benefits Fair with over 300 employee attendees



HUMAN RESOURCES & RISK MANAGEMENT

FY 2026 Goals

- Revise and update City Human Resources/Risk Management Policies
- Digitize personnel files for all current employees
- Revise and update City Personnel Rules

POLICE DEPARTMENT

FY 2025 Accomplishments

- Reduced retail and cargo theft
- Expanded the Real Time Crime Center
- Enhanced and expanded community commitment and engagement



POLICE DEPARTMENT

FY 2026 Goals

- Reorganize Department to address changing complexities and mandates
- Provide officers with more advanced de-escalation and less-lethal tools
- Leverage Artificial Intelligence specifically related to public safety

PUBLIC WORKS

FY 2025 Accomplishments

- Pine Avenue extension and Euclid Avenue relinquishment and widening - Staff built relationships and collaboration with regional partners to garner support for the project. Staff received support from the City of Chino Hills, SBCTA, and Caltrans for the projects
- Engineering standards update
- GIS Capital Improvement Project portal - Staff received compliments from external agencies/utility companies for ease of use and effective information
- Citywide street name sign and street sweeping sign installation



PUBLIC WORKS

FY 2026 Goals

- Pine Avenue & Euclid Avenue projects (multi-year goals)
- Water loss and meter replacement strategy and implementation
- DIF calculation and nexus study update
- LED streetlight upgrade
- Interim Water/Recycled Water/Sewer/Drainage rate study
- Masterplan updates (multi-year goal)
 - Water System
 - Recycled Water System (Brand new; City never had recycled water system masterplan)
 - Sewer System
 - Drainage System (from 1990s)
 - Urban Forest Master Plan (New)

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7773473 to 7773816, and Electronic Fund Transfers 525508E to 525686E, totaling \$9,162,049.03.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 25-26 Adopted Budgets.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:
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BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7773473 – 7773582	12/04/25	25-26	\$1,465,209.25
2.	7773583 – 7773666	12/11/25	25-26	\$450,934.31
3.	7773667 – 7773669	12/10/25	25-26	\$60,183.01
4.	525508E – 525577E	12/04/25	25-26	\$2,279,746.90
5.	525578E – 525636E	12/12/11	25-26	\$1,710,609.28
6.	7773670 – 7773816	12/18/25	25-26	\$1,844,983.24
7.	525637E – 525686E	12/19/25	25-26	\$1,350,383.04
TOTAL				\$9,162,049.03

ISSUES/ANALYSIS

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

Attachment



CITY OF CHINO

A/P Warrant Register Over \$50,000

Check Date	Check Number	Vendor Name	Description	Amount
12/04/2025	525527	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	\$1,310,147.00
	525530	CCS FACILITY SERVICES- ORANGE COUNTY INC.	CITYWIDE JANITORIAL SERVICES	\$137,707.62
	525546	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	\$208,720.50
	525552	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE SVCS	\$62,950.00
	525576	YUNEX LLC	CITYWIDE TRAFFIC SIGNAL MAINTENANCE	\$343,084.50
	7773477	ALESHIRE & WYNDER LLP	LEGAL SERVICES	\$70,996.27
	7773530	HAZEN AND SAWYER	DESIGN SERVICES	\$70,087.60
	7773564	SO CAL EDISON CO	SERVICE PERIOD: 10/17-11/17	\$253,176.53
	7773575	W.A. RASIC CONSTRUCTION COMPANY, INC.	ON-CALL WATER & WASTEWATER SYSTEM	\$52,741.67
	7773576	WASTE MANAGEMENT	COLLECTION SERVICES	\$485,738.83
12/10/2025	7773667	AON RISK INSURANCE SERVICES WEST. INC	AIRCRAFT LIABILITY INSURANCE	\$59,745.00
12/11/2025	7773663	WASTE MANAGEMENT	COLLECTION SERVICES	\$110,209.94
	7773664	WEST COAST ARBORISTS INC	TREE TRIMMING & TREE MAINTENANCE	\$54,324.00
12/12/2025	525579	THIRKETTLE CORPORATION	WATER METER INVENTORY	\$86,660.34
	525611	INFOSEND INC	UTILITY BILL PROCESSING	\$75,235.03
	525612	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	\$1,033,340.09
	525614	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	\$73,630.00
	525618	MERCHANTS LANDSCAPE SERVICES INC	LANDSCAPE MAINTENANCE	\$119,442.11
	525632	US BANK CORPORATE PAYMENT SYSTEM	P-CARD PAYMENT-NOVEMBER	\$70,087.41
12/18/2025	7773673	ALESHIRE & WYNDER LLP	LEGAL SERVICES	\$127,430.27
	7773688	BUTIER ENGINEERING, INC	CONSTRUCTION SERVICES	\$57,435.00
	7773719	FAIRVIEW FORD SALES, INC.	(13) 2025 PD FORD INTERCEPTOR	\$181,740.99
	7773782	S/B COUNTY ASSOC GOVERNMENTS	SR60/CENTRAL INTERCHANGE	\$840,679.39
	7773807	LOS ANGELES TRUCK CENTERS LLC	ONE (1) 2024 F-550 TRUCK	\$203,661.75
12/19/2025	525644	CHINO BASIN WATERMASTER	ASSESSMENT FEE SUMMARY	\$609,875.38
	525661	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	\$120,480.72
	525685	WATER FACILITIES AUTHORITY	IMPORTED WATER PURCHASE	\$362,222.25
			TOTAL	\$7,181,550.19

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Minutes.

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

TUESDAY, DECEMBER 16, 2025

MINUTES

**CLOSED SESSION – 5:30 PM
OPEN SESSION – 6:00 PM**

CALL TO ORDER

The December 16, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:30 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, and Council Member Christopher Flores

ABSENT: Council Member Marc Lucio

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

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

The City Council recessed to Closed Session at 5:31 p.m. and concluded at 5:52 p.m. The City Council reconvened the meeting at 6:04 p.m.

FLAG SALUTE

American Heritage Girls CA 3130 led the Pledge of Allegiance.

CEREMONIALS

Mayor Ulloa expressed appreciation to the Community Services, Parks and Recreation Department for successfully organizing multiple holiday events in the City, including the Chino Youth Christmas Parade, the Tree Lighting Ceremony, and Winter Pop-Up events. Mayor Ulloa also extended thanks to all supporting departments, including Public Works, the Police Department, Finance, Human Resources, Development Services, and Administration, for their contributions to the success of these events.

Chino Youth Christmas Parade Decorated Entry Competition Winners - Recognition of Chino Youth Christmas Parade Most Spirit, Best Use of Theme, Best Overall Winners.

Mayor Ulloa announced the Chino Youth Christmas Parade Decorated Entry Competition Winners for Most Holiday Spirit awarded to Allegiance Steam Academy Chino, and Best Overall Float awarded to Chino Scouts Pack 205, who were in attendance to accept the award certificates. Mayor Ulloa announced the Best Use of Theme awarded to Our Lady of Guadalupe was not in attendance, but ensured staff deliver the award.

REPORT OUT OF CLOSED SESSION

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

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

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

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

External Agency Report for December 16, 2025. Receive and file the External Agency Report for December 16, 2025 (Covering Meetings from October 1 - October 31, 2025).

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa wished everyone a wonderful Holiday season and best wishes for the new year. She provided the following reminders and announcements:

- Winter Pop Up Events at the Chino City Hall Lawn are December 19, 22, and 26, 2025. The holiday light display at the Chino City Hall lawn is also available for all to enjoy. For more information, visit cityofchino.org/events.

- City Hall and most City facilities will observe a holiday closure or have limited hours starting December 24, 2025, with normal operations resuming on January 2, 2026. The first schedule City Council meeting on January 6, 2026 has been cancelled.

- Chilly Chino is on Saturday, January 17, 2026 at Ayala Park from 4:00 - 8:00 p.m. For information, visit cityofchino.org/chillychino.

Mayor Ulloa announced the meeting will be adjourned in memory of Chino Boxing Club trainer Mark Kaylor, who sadly passed away. Mayor Ulloa spoke about Mark's service to the Chino Boxing Club and journey as a professional boxer.

PUBLIC COMMENTS

Pastor Jared Caballero, Calvary Chapel Chino Valley, provided the invocation.

Stubbie Barr, thanked the City for bringing joy and community spirit through holiday events and expressed appreciation to the City Council for supporting them.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7773338 to 7773472, and Electronic Fund Transfers 525457E to 525506E, totaling \$3,725,936.89.
2. Minutes. Regular Meeting Minutes for December 2, 2025 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Government Relations Update for December 16, 2025. Receive and file the December 16, 2025, Government Relations Update.
5. Reappointment to West Valley Mosquito & Vector Control District (WVMVCD) Board of Trustees. Approve the reappointment of Council Member Christopher Flores to West Valley Mosquito and Vector Control District for a two-year term.
6. Salary Schedule Correction for Unrepresented Management Employees. Adopt Resolution No. 2025-091, approving a salary schedule correction for Unrepresented Management employees to correct a clerical error in the approved salary range listed.
7. Updated Compensation and Benefit Plan for Unrepresented Sworn Management. Adopt Resolution No. 2025-092 approving the updated Compensation and Benefit Plan for Unrepresented Sworn Management.
8. Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance. Adopt Resolution No. 2025-093 approving a Tentative Agreement between the City of Chino and Teamsters Local 1932 Professional, Technical and Clerical Unit regarding Uniform Allowance.
9. Final Acceptance of Public Improvements for Tract Map No. 20170 Richland Homes of Maryland, Inc. Accept the public improvements as complete for Tract Map No. 20170, constructed by Richland Homes of Maryland, Inc., for the subdivision generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east Mayhew Avenue.
10. Final Acceptance of Public Improvements for Administrative Approval PL18-0106 located at 3415 Chino Avenue. Accept Public Improvements as Complete for Administrative Approval – PL18-0106 (AA), Veterinary Hospital Expansion Project.
11. Professional Services Agreement - Yunex, LLC, Riverside, CA for Maintenance Services for Citywide Street Lighting. Award a Professional Services Agreement to Yunex, LLC, Riverside, CA, for a term through June 30, 2028, with an option to extend for two additional years, for City Owned and Operated Lighting System Maintenance Services at a total amount of \$993,003.

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to approve the Consent Calendar items 1-11 as presented. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

NEW BUSINESS

12. Award of Contract - Shady Grove Park Improvements Project (PK262). Award a Professional Services Agreement with Architerra Design Group, Rancho Cucamonga, CA in the amount of \$212,240 for design services.

Staff Report By: Jeff Benson, Parks and Facilities Manager

RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of \$212,240 to Architerra Design Group, Rancho Cucamonga, CA for design services for the Shady Grove Park Improvements Project (PK262); 2) authorize expenditures of up to \$21,224 for project contingencies for a not-to-exceed potential contract amount of \$233,464; 3) appropriate \$133,464 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of \$233,464; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

Jeff Benson, Parks and Facilities Manager provided a presentation on the item.

Mayor Ulloa inquired about the timeline. Mr. Benson stated the project's design phase is expected to take approximately six to nine months, with construction anticipated to begin late next fiscal year and anticipated completion in 2027-2028.

Mayor Pro Tem Burton inquired about the replacement of sand and if this process will be applied to other City parks. Mr. Benson confirmed that playground's with sand surface will eventually be replaced Citywide with solid rubber surface, similar to Chino Rancho Park.

Motion by Council Member Comstock, seconded by Council Member Flores, to 1) Award a Professional Services Agreement in the amount of \$212,240 to Architerra Design Group, Rancho Cucamonga, CA for design services for the Shady Grove Park Improvements Project (PK262); 2) authorize expenditures of up to \$21,224 for project contingencies for a not-to-exceed potential contract amount of \$233,464; 3) appropriate \$133,464 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of \$233,464; and 4) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

13. Award of Contract - Heritage Park Improvements Project (PK261). Award a Professional Services Agreement with RHA Landscape Architects-Planners, Inc., Riverside, CA in the amount of \$248,800 for design services.

Staff Report By: Jeff Benson, Parks and Facilities Manager

RECOMMENDATION: 1) Award a Professional Services Agreement in the amount of \$248,800 to RHA Landscape Architects-Planners, Inc., Riverside, CA for design services for the Heritage Park Improvements Project (PK261); 2) authorize expenditures of up to \$24,880 for project contingencies for a not-to-exceed potential contract amount of \$273,680; 3) appropriate \$173,680 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of \$273,680; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

Jeff Benson, Parks and Facilities Manager, provided a presentation on the item.

Mayor Ulloa inquired about the timeline. Mr. Benson shared the project's design phase is expected to take approximately six to nine months, with construction anticipated to begin late next fiscal year and anticipated completion in 2027-2028, similar to Shady Grove Park.

The City Council inquired about the project disrupting activities of youth sports organizations and Mr. Benson confirmed they are coordinating with the organizations to minimize any impact.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Award a Professional Services Agreement in the amount of \$248,800 to RHA Landscape Architects-Planners, Inc., Riverside, CA for design services for the Heritage Park Improvements Project (PK261); 2) authorize expenditures of up to \$24,880 for project contingencies for a not-to-exceed potential contract amount of \$273,680; 3) appropriate \$173,680 to the Park Fund with a backfill from the General Fund reserves for a revised project budget of \$273,680; and 4) authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

14. Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc. (dba Waste Management). Approve the Amended and Restated Integrated Waste Management Services Contract with USA Waste of California, Inc. (dba Waste Management).

Staff Report By: Sylvia Ramos, Contracts and DIF Administrator

RECOMMENDATION: Approve the Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc., and authorize the City Manager to execute all necessary documents on behalf of the City.

Hye Jin Lee, Director of Public Works introduced Waste Management partners, Glenda Chavez, Public Sector Manager, and Lilian Canalis, Recycling Coordinator.

Sylvia Ramos, Contracts and DIF Administrator, provided a presentation.

Stubbie Barr expressed concerns regarding City recycling programs and franchise fees.

Mayor Ulloa asked City Attorney Galante to address the fee information noted by Mr. Barr. City Attorney Galante referenced relevant case law related to the franchise fees and confirmed the City is in compliance.

Mayor Ulloa inquired about the lack of recycling at parks. Ms. Chavez explained Senate Bill 1383 does not mandate recycling or organics receptacles at parks. She shared that Waste Management will work with the City in 2026 to establish program to include recycling at selected parks, while addressing challenges such as contamination and scavenging.

Stubbie Barr commented regarding the benefits of scavenging and the need for separation.

Council Member Comstock commented trash disposal has become complex due to numerous State mandates on recycling, organics, and composting, noting support for adding recycling programs at select parks.

Mayor Pro Tem Burton spoke regarding street sweeping concerns previously raised, specifically regarding sweeper speed, water use, and brush effectiveness. Ms. Chavez reported the amendment includes stronger accountability measures and more proactive field monitoring.

Mayor Pro Tem Burton spoke regarding street and drainage concerns, and Ms. Lee explained the process for addressing these problem areas.

Mayor Ulloa inquired regarding license plate readers on Waste Management trucks. Police Chief Mensen stated that the option had been explored and determined we are not able to place them on private vehicles. Chief Mensen confirmed Chino Police Cadets follow the street sweepers to issue parking citations during street sweeping.

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to Approve the Amended and Restated Integrated Waste Management Services Franchise Agreement with USA Waste of California, Inc., and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

15. Introduction of Ordinance No. 2025-010 Amending Chapter 6 of the Chino Municipal Code.
Approve the Introduction of Ordinance No. 2025-010, to address recent changes to the City of Chino Animal Services Provider.

Staff Report By: Rogelio Huerta, Assistant to the City Manager

RECOMMENDATION: Approve the introduction of Ordinance No. 2025-010, amending Chapter 6 of the Chino Municipal Code to address the change in the City of Chino animal services provider, to read by number and title only, and waiving further reading of the ordinance.

Rogelio Huerta, Assistant to the City Manager, provided a report on the item.

Mayor Ulloa requested an extended animal hold times be considered due to concerns over short hold times she has seen at other agencies.

Mayor Pro Tem Burton expressed support a universal standard code update for all member agencies.

City Attorney Galante read the Ordinance by number and title only, waiving further reading of the ordinance:

ORDINANCE NO. 2025-010 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to Approve the introduction of Ordinance No. 2025-010, amending Chapter 6 of the Chino Municipal Code to address the change in the City of Chino animal services provider, to read by

number and title only, and waiving further reading of the ordinance. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

Jackie Melendez, Assistant City Manager, provided an update on the Animal Resource Center (ARC) foster, adoption, and volunteer opportunities.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa wished everyone a Merry Christmas.

Mayor Pro Tem Burton

16. Community Support Fund - Council Member Comstock. Approve community support fund contribution to Chino Youth Boxing Foundation.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve community support fund contribution of \$500 to Chino Youth Boxing Foundation.

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to Approve community support fund contribution of \$500 to Chino Youth Boxing Foundation. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: LUCIO

Mayor Pro Tem Burton reported on the following meeting and events including the Chino Desalter Authority Board meeting; Reindeer Romp 5K event; Santa Workshop and Tree Lighting ceremony; City Manager meeting; Planning Commission interviews; City Council Study Session; San Bernardino County Job Fair event; Chino Basin Watermaster meeting; Water Facilities Authority Holiday luncheon; meeting regarding water issues; Chino Youth Christmas Parade; and Closed Session.

Council Member Comstock

Council Member Comstock reported on the following meeting and events including Cal Cities Board meeting; City Tree Lighting Ceremony; Infrastructure and Streets Committee meeting; City Council Workshop; Chino Youth Christmas Parade; Planning Commission interviews; Closed Session; and wished everyone a Merry Christmas.

Council Member Flores

Council Member Flores wish everyone a Merry Christmas and Happy New Year.

Council Member Lucio

Council Member Lucio had an excused absence.

City Manager's Report

City Manager Reich thanked Community Services, Parks & Recreation staff for the successful Chino Youth Christmas Parade, and thanked the Chino Police and Public Works Departments for keeping street routes safe.

City Attorney's Report

City Attorney Galante wished everyone a Merry Christmas and complimented the Chino Youth Christmas Parade.

Director's Report

No Director's report.

Police Chief's Report

Police Chief Mensen reported regarding parking citations for street sweeping violators; provided an update on the retail theft operations; and the Chino Police Association's Santa's Sleigh activities.

Fire Chief's Report

Deputy Fire Chief Gabel provided a report on the Fire District holiday events held and provided a reminder about Christmas tree safety.

ADJOURNED IN MEMORY OF MARK KAYLOR

The meeting adjourned at 7:21 p.m. in memory of Mark Kaylor. The next Regular Meeting of the City Council will be held on Tuesday, January 20, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 20TH DAY OF JANUARY 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

(These minutes are not official until signed.)

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
None			

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Action Minutes.

RECOMMENDATION

Adopt Resolution 2026-008, approving the transition to the use of Action Minutes format for all regular, special, and committee meetings of the Chino City Council / Successor Agency to the Redevelopment Agency / Chino Public Financing Authority and Commission Meetings.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Effective Technology

BACKGROUND

The City currently prepares written minutes that include narrative summaries of City Council, Planning Commission, and Community Services, Parks & Recreation Commission proceedings. At the same time, the City maintains comprehensive and redundant audio and video recordings of City Council Meetings, and audio recordings of Commission and Committee meetings. These recordings are securely stored and backed up and provide a full and verbatim record of the meetings.

Many cities use action minutes as their official written record while relying on meeting recordings to preserve the full context of discussion.

Minutes classified as action minutes typically keep a record of the following information:

- The meeting date, start and end times, location, and type of meeting (regular, special, adjourned)
- The names of legislative body members and staff present
- A description of the agenda items discussed
- A list of public speakers, and indication of whether they were in favor or opposed to the item when applicable
- A statement of action (motion, resolution, ordinance) and a record of the vote
- Statements made “for the record”
- Follow up action, if necessary.

ISSUES/ANALYSIS

Action minutes document the actions taken by the City Council and Commissions, including motions, votes, and direction to staff, without summarizing individual comments. This approach improves efficiency, reduces the potential for disputes over wording, and strengthens the consistency of the City’s records.

Because the City maintains comprehensive and redundant meeting recordings, transparency and public access to the full proceedings will be preserved. The recordings will continue to serve as the reference for any questions regarding discussion or intent, while the minutes will clearly reflect official actions.

Transitioning to action minutes will increase consistency in the City’s official records, reduce the potential for disputes over wording or interpretation, maintain transparency by directing the public to the full meeting recordings, and align City practices with widely used municipal standards.

Therefore, it is recommended to approve the transition to the use of Action Minutes for all regular, special, and committee meetings of the Chino City Council / Successor Agency to the Redevelopment Agency / Chino Public Financing Authority and Commission meetings. If approved, staff will begin preparing action minutes, continue to maintain and archive meeting recordings with existing or enhanced backup protocols, and provide links to recordings for public access alongside posted minutes and upon request.

RESOLUTION NO. 2026-008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO,
CALIFORNIA, ADOPTING ACTION MINUTES FORMAT FOR CITY
COUNCIL AND CITY COMMISSION MEETINGS**

WHEREAS, the City Council and Commissions hold regular and special meetings to conduct public business; and

WHEREAS, the City maintains comprehensive audio and video recordings of all City Council and audio recordings of Commission meetings, which are securely stored and backed up and provide a complete and reliable record of the meeting proceedings; and

WHEREAS, written minutes are intended to serve as the official record of actions taken by the City Council and Commissions; and

WHEREAS, action minutes that record motions, votes, and official actions provide a clear, consistent, and efficient means of documenting City business; and

WHEREAS, relying on meeting recordings for the full context of discussion while using action minutes for the written record aligns with widely accepted municipal best practices and supports transparency and accountability.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Adoption of Action Minutes Format. The City Council hereby adopts the use of Action Minutes for all regular, special, and committee meetings of the Chino City Council / Successor Agency to the Redevelopment Agency / Chino Public Financing Authority and Commission Meetings.

SECTION 3. Reliance on Meeting Recordings. The City's audio and video recordings of meetings shall continue to be maintained as the complete and authoritative record of City Council and City commission proceedings.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2026.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino do hereby certify that the foregoing Resolution of the City of Chino was duly adopted by said City Council at a regular meeting held on the ____ day of _____, 2026, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

Government Relations Update for January 20, 2026.

RECOMMENDATION

Receive and file the January 20, 2026, Government Relations Update.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

BACKGROUND

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

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

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

ISSUES/ANALYSIS

The Government Relations Update provides a review of major legislative and government relations issues of note to the City (Attachment 1).

There are no State Update and Tracked State Legislation reports this month.

City of Chino
GOVERNMENT RELATIONS UPDATE (Attachment 1)
As of January 14, 2026 (January 20, 2026 City Council Agenda)

FEDERAL UPDATE

Schedule for Congress

The House and Senate are currently in session this week. The Senate will be in recess January 17-25. The House will be in recess January 24 to February 2. The President's State of the Union speech to Congress will be on February 24.

Federal Budget

A continuing resolution (CR) is funding the government through January 30. Three appropriations bills have been signed into law: Agriculture, Military Construction-Veterans Affairs, and Legislative Branch. On January 8, the House passed a measure combining the following spending bills: Commerce, Justice, and Science; Energy and Water Development; and Interior-Environment Appropriations. The vote was 397-28. The measure was sent to the Senate for a vote this week.

Appropriators had been aiming to combine the Homeland Security (HS) spending bill with the Financial Services and State-Foreign Operations measures in a three-bill package that the House could consider this week. But the federal actions in Minnesota and Oregon may delay the inclusion of the HS bill. Resolving details on the final three bills, Labor-HHS-Education, Defense, and Transportation-HUD (THUD), is continuing. Typically, Appropriators combine the Defense and Labor-HHS-Education bills into a single package to garner more support. The addition of the THUD bill sweetens the pot as it contains many earmarks for roads, transit, and community development projects.

Update on City of Chino Earmark Requests for Federal FY 2026

Chino Valley Entrepreneurship and Innovation Center Project (EPIC) - The earmark for EPIC is still pending. There is \$2,000,000 for EPIC in the FY26 Transportation Housing and Urban Development (THUD) appropriations bill under the Economic Development Initiatives account from Congresswoman Torres. However, the THUD bill is still pending, and there has been no action on it for some time. There has been activity in the House and the Senate on other appropriations bills since the start of the new year, and they may move the remaining appropriations bills before January 30, when the continuing resolution (CR) that is temporarily funding the federal government expires. We are optimistic that this appropriations bill will be passed before the CR expires.

Benson Water Treatment Facility Emergency Power Generator Project (Benson Generator) - \$1.092 M for Chino's Benson Generator moved to the Senate for a vote. The House of Representatives passed HR 6938, the Commerce, Justice, Science, Energy and Water Development, and Interior and Environment Appropriations Act, 2026, with a vote of 397 to 28.

\$1,092,000 for Chino's Benson Generator Project is included in the FY 26 Interior and Environment Appropriations bill under the State and Tribal Assistance Grant (STAG) Drinking Water SRF account, at Congresswoman Torres' request, so it appears the earmark will be funded. Below is a screenshot of the earmark. The Senate is expected to pass the bill this week.

Chino Youth Museum (CYM) ADA and Exhibit Upgrades - The CYM earmark is dead for FY 26. The \$2,000,000 requested by Senator Alex Padilla in the FY 26 Transportation Housing and Urban Development (THUD) appropriations bill was NOT included. That request is no longer active for FY 26 earmarks, but it can be resubmitted for FY 27.

Affordable Care Act

The House passed legislation on Thursday that would extend lapsed Affordable Care Act premium tax credits for three years, after 17 Republicans bucked leadership to advance Democrats' preferred health bill. The vote was 230-196. The bill was considered on the floor only after a discharge petition reached 218 signatures. It will now go to the Senate, where it is expected to be modified to maybe two years and increase oversight and income requirements.

STATE UPDATE AND TRACKED STATE LEGISLATION REPORTS

City Tracked Bill Reports

There are no tracked bill reports this month. City staff are reviewing bills that are being introduced; however, many are spot bills with no substantive language. The number of bills the City will review and track will increase as the February 20 deadline to introduce bills approaches. Staff also continues to track last year's pending bills.

Update from Gonsalves & Son

New Members

On January 6, 2025, the Legislature reconvened for its 2025-26 legislative session. This year, the Assembly has 23 new members (1 vacancy) and the Senate has 12 new members (1 vacancy), for a total of 35 new Legislators. Of the 12 new members in the Senate, 8 have previously served in the Assembly.

Legislation

This year's Legislative session began on a subdued note, with minimal activity around the introduction of bills. The ongoing impact of widespread fires across the state has understandably shifted many legislators' focus, leading to fewer bills being introduced at this early stage of the session. The Assembly has reduced its initial bill count from 50 to 35, while the Senate has similarly trimmed its slate from 40 to 35. There are 2 critical upcoming deadlines to introduce new legislation this year:

- January 24, 2025: The final date to submit proposed bill language to Legislative Counsel for drafting.
- February 21, 2025: The deadline for bills to be formally introduced.

POSITION LETTERS & MAJOR ISSUES

No letters on legislation or regulatory issues have been submitted since the October 15, 2025, report on the City Council agenda.

STATE LEGISLATIVE CALENDAR – Recent and Upcoming Legislative Deadlines

- Jan. 1 - Statutes take effect.
- Jan. 5 - Legislature reconvenes for second year of the 2025-26 Regular Session.
- Jan. 10 - Budget must be submitted by Governor.
- Jan. 16 - Last day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house in the odd-numbered year.
- Jan. 19 - Martin Luther King, Jr. Day.
- Jan. 23 - Last day for any committee to hear and report to the Floor bills introduced in that house in the odd-numbered year.
 - Last day to submit bill requests to the Office of Legislative Counsel.

- Jan. 31 - Last day for each house to pass bills introduced in that house in the odd-numbered year.
- Feb. 16 - Presidents' Day.
- Feb. 20 - Last day for bills to be introduced.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: JACKIE MELENDEZ, ASSISTANT CITY MANAGER

SUBJECT

Adoption of Ordinance No. 2025-010 (Second Reading), amending provisions of Chapters 6.04, 6.08, 6.12, 6.16 and 6.20 of the Chino Municipal Code.

RECOMMENDATION

Approve the adoption of Ordinance No. 2025-010, amending Chapters 6.04, 6.08, 6.12, 6.16 and 6.20 of the Chino Municipal Code Related to the City's Animal Services Provider.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning

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

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: ADOPTION OF ORDINANCE NO. 2025-010 (SECOND READING), AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE.

PAGE: 2

BACKGROUND

Ordinance No. 2025-010 was introduced on first reading by the City Council at its December 16, 2025 meeting. The Ordinance will amend provisions of Chapter 6.04, 6.08, 6.12, 6.16 and 6.20 of the Chino Municipal Code relating to the City's animal services procedures.

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

ISSUES/ANALYSIS

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

Attachment: Ordinance No. 2025-010

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF CHAPTERS 6.04, 6.08, 6.12, 6.16 AND 6.20 OF THE CHINO MUNICIPAL CODE RELATING TO THE CITY'S ANIMAL SERVICES PROCEDURES

WHEREAS, the City of Chino, California ("City") is a municipal corporation, duly organized under the California constitution and the laws of the State of California; and

WHEREAS, the City has entered into a Joint Powers Agreement with the Cities of Ontario, Montclair, Chino Hills, and the County of San Bernardino to provide comprehensive animal services to its constituents; and

WHEREAS, the current Chino Municipal Code contains language that references a previous animal services provider, which no longer accurately reflects the City's current partnership; and

WHEREAS, the current Chino Municipal Code contains gender-specific language, such as the use of pronouns like '*he*' or references to titles like '*poundmaster*', which do not reflect modern standards of inclusivity and gender-neutral terminology; and

WHEREAS, the City has determined that it is necessary to amend the Municipal Code to reflect the current status of its animal services and its participation in the Joint Powers Agreement; and

WHEREAS, the proposed amendments to provisions within Chino Municipal Code Chapters 6.04, 6.08, 6.12, 6.16, and 6.20 will generalize the language pertaining to animal services, thereby enabling the current service provider to more effectively serve the community.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference. In the amended sections listed below, all additions are in **bold underline**, deletions in **~~bold strikethrough~~**.

SECTION 2. Section 6.04.030 of the Chino Municipal Code, entitled "Impoundment." is hereby amended as follows:

"6.04.030 – Impoundment.

Whenever any of the animals referred to in Section 6.04.020 is found in any of the streets within the city, the ~~poundmaster~~ **animal services provider** shall take such animal in charge or cause it to be taken in charge, and put such animal in the public ~~pound~~ **animal services facility** of the city."

SECTION 3. Section 6.04.040 of the Chino Municipal Code, entitled “Impoundment—Notice to owner.” is hereby amended as follows:

“6.04.040 - Impoundment—Notice to owner.

The ~~poundmaster~~ animal services provider shall within twenty-four hours of the impounding of any animals, pursuant to Section 6.04.030, give notice of such impounding to the owner of the impounded animal, if ~~he~~ the owner be known or reside within the city.”

SECTION 4. Section 6.04.050 of the Chino Municipal Code, entitled “Impoundment—Sale of unredeemed animals.” is hereby amended as follows:

“6.04.050 - Impoundment—Sale of unredeemed animals.

If within seventy-two hours of the impounding of any animal pursuant to Section 6.04.030, the owner of the animal impounded fails to redeem such animal and pay the fees and costs for such impounding as declared in the comprehensive fee schedule resolution, the ~~poundmaster~~ animal services provider shall, after giving five days' written notice in three public places in the city, expose such animal so impounded for ~~sale at public auction to the highest bidder~~ adoption.”

SECTION 5. Section 6.04.070 of the Chino Municipal Code, entitled “Sale—Purchaser's certificate.” is hereby amended as follows:

“6.04.070 - Sale—Purchaser's certificate.

The ~~poundmaster~~ animal services provider shall execute to the purchaser of an animal, at a sale held as provided in Section 6.04.050, a certificate of sale for the animal in question, specifying the amount paid and the mark and brand.”

SECTION 6. Section 6.04.080 of the Chino Municipal Code, entitled “Impoundment and sale – Fees for poundmanster.” is hereby amended as follows:

“6.04.080 - Impoundment and sale—Fees for ~~poundmaster~~ animal services provider.

The ~~poundmaster~~ animal services provider shall receive for impounding and selling an animal pursuant to this chapter such fees as stated in the comprehensive fee schedule resolution.”

SECTION 7. Section 6.04.090 of the Chino Municipal Code, entitled “Owner's right to possession of impounded animal.” is hereby amended as follows:

“6.04.090 - Owner's right to possession of impounded animal.

The owner of any animal impounded as provided in Section 6.04.030 shall be entitled to possession of such animal at any time before the sale thereof by paying to the ~~poundmaster~~ animal services provider the charges and fees provided.”

SECTION 8. Section 6.04.100 of the Chino Municipal Code, entitled “Disposition of dead animals and fowl.” is hereby amended as follows:

“6.04.100 - Disposition of dead animals and fowl.

Any animal or fowl which dies within the city shall be immediately taken and removed by the owner thereof or ~~his~~ **the owner's** agent and properly buried or disposed of in such manner that the animal or fowl will not become obnoxious or a nuisance. Failure to do so shall be a misdemeanor punishable as set forth in Section 1.12.010 of this code.”

SECTION 9. Section 6.08.010 of the Chino Municipal Code, entitled “Enforcing officer defined.” is hereby amended as follows:

“6.08.010 - Enforcing officer defined.

For the purpose of this chapter, "enforcing officer" means the chief of police, the ~~humane officer~~ **animal services officer**, the city health officer, or such other person as the city council may designate.”

SECTION 10. Section 6.08.090 of the Chino Municipal Code, entitled “Quarantine and confinement of dog shown to have bitten a person.” is hereby amended as follows:

“6.08.090 - Quarantine and confinement of dog shown to have bitten a person.

Whenever it is shown that any dog has bitten any person, the owner or person having the custody or possession of such dog shall, upon the order of the city health officer or ~~his~~ **the officer's** authorized agent, quarantine it and keep it securely chained for a period of twelve days, and shall allow the city health officer or ~~his~~ **representative authorized agent** to make an inspection or examination thereof at any time during such period. Dogs quarantined must not be removed from the premises without permission of the city health officer. However, the city health officer, in the interest of protecting the person bitten, may order the dog quarantined at the city ~~pound~~ **animal services facility** or elsewhere for a period of twelve days at the owner's expense.”

SECTION 11. Section 6.08.100 of the Chino Municipal Code, entitled “Seizure of dog suspected of having rabies.” is hereby amended as follows:

“6.08.100 - Seizure of dog suspected of having rabies.

A. The enforcing officer or any of ~~his~~ **the officer's** deputies shall have the right to seize any dog within the city having or suspected of having rabies and cause the same to be examined by the city health officer. It shall be the duty of such health officer to examine such dog for the purpose of determining if such dog is afflicted with rabies.

B. If it is determined that such dog does not have rabies, it shall be returned to the owner or person harboring same.”

SECTION 12. Section 6.08.110 of the Chino Municipal Code, entitled “Enforcing officer—Delegation of duties.” is hereby amended as follows:

“6.08.110 - Enforcing officer—Delegation of duties.

The city council may by contract, delegate to an ~~humane society~~ animal services provider or other person, the collection of license fees and the performance of any of the duties of the enforcing officer under this chapter.”

SECTION 13. Section 6.08.120 of the Chino Municipal Code, entitled “Enforcing officer—Right of entry.” is hereby amended as follows:

“6.08.120 - Enforcing officer—Right of entry.

The health officer, ~~poundmaster~~ animal services provider, ~~deputy poundmaster~~ animal services provider, or any police officer shall be empowered to enter upon any private or public property for the purpose of ascertaining whether any dog, kept or harbored therein, is afflicted with rabies or whether or not a license tag has been secured for such dog.”

SECTION 14. Section 6.12.010 of the Chino Municipal Code, entitled “Dogs without licenses or running at large.” is hereby amended as follows:

“6.12.010 - Dogs without licenses or running at large.

It shall be the duty of the enforcing officer to impound any dog for which a license is required if such dog ~~shall not be~~ is not wearing a dog license tag as provided in this title, or any dog running loose upon a public street, alley, sidewalk, public property or any public place contrary to this title, and ~~he~~ the enforcing officer shall keep such dog impounded until claimed or destroyed.”

SECTION 15. Section 6.12.020 of the Chino Municipal Code, entitled “Reclaiming, adoption, or destruction of impounded dog.” is hereby amended as follows:

“6.12.020 - Reclaiming, adoption, or destruction of impounded dog.

The owner or possessor of a dog impounded as provided in Section 6.12.010 may reclaim such dog upon payment of the required fees as stated in the comprehensive fee schedule resolution. If a dog has been impounded as provided in this chapter for a period of three days and has not been reclaimed by the owner, the ~~humane society~~ animal services provider after reasonable and diligent search for the owner and the notification of the owner, if known, by mail within twenty-four hours after pick-up, in lieu of destroying such dog, may offer such dog for adoption. A licensed veterinarian or ~~humane officer~~ animal services officer may

humanely destroy any impounded animal on the same day it is impounded if, in their opinion, it is in great pain or discomfort due to an injury or infectious disease which may contaminate and be detrimental to the health of the other animals at the animal ~~shelter~~ services facility.”

SECTION 16. Section 6.16.020 of the Chino Municipal Code, entitled “License—Required—Fee.” is hereby amended as follows:

“6.16.020 - License—Required—Fee.

Every person engaged in the business of operating a commercial kennel shall obtain a license from the city license collector and shall pay an annual fee for each calendar year as follows: The operator of a commercial kennel, if ~~his~~ their dogs therein are kept entirely upon the premises of such kennel at all times, shall obtain a license for such dogs and pay the fees as stated in the comprehensive fee schedule resolution.”

SECTION 17. Section 6.16.060 of the Chino Municipal Code, entitled “Management and operation of kennels generally.” is hereby amended as follows:

“6.16.060 - Management and operation of kennels generally.

It is a misdemeanor for any person operating a kennel, as defined in Section 6.16.010 to fail to observe the following rules concerning the operation of kennels:

- A. All the general rules for the management and care of dogs as required by Section 6.08.130 shall be observed;
- B. Kennels shall be operated as to eliminate excessive or untimely noise from dogs and offensive odors from kennels;
- C. Boundary fencing shall be provided for kennels, which shall be in addition to fencing for exercise runs; and where kennels are located adjacent to a street or public way, the fence shall be constructed in such a manner as to prevent the dogs from being seen from the street or public way. All such fencing shall conform with the other ordinances of the city which have to do with the construction and location of fences;
- D. No dog in a kennel shall be exposed to public view for more than twelve hours out of twenty-four;
- E. Conditions which are injurious to dogs shall not be permitted to be maintained upon premises used for kennels;
- F. Kennels must be constructed to prevent escape of dogs;
- G. Reasonable precautions shall be taken to protect the public from the dogs in a kennel, and the dogs from the public;
- H. Isolation wards for sick dogs shall be maintained by all kennels. Such wards shall be sufficiently removed from where other dogs are kept so not to endanger the health of the

dogs which are not sick. Sick or diseased dogs shall be isolated from healthy dogs in such wards;

I. All dogs in kennels shall have sufficient area in which to run for proper exercise, and shall not be overcrowded in their places of shelter or quarters;

J. Boarding dogs belonging to different owners in kennels shall not be kept together without written consent of the owners of the dogs;

K. Kennels shall have upon their premises valid rabies shot certificates for each dog kept therein showing that each dog is currently immunized from rabies;

L. Owners of dogs in kennels shall be notified when dogs owned by them refuse to eat or drink and in consequence thereof have lost weight. Owners shall also be notified when their dogs are injured or become ill.

M. A register shall be maintained in kennels showing the names and addresses of persons from whom dogs are received and to whom dogs are returned, sold, traded or given;

N. Any changes in address, ownership or management of kennels shall be reported to the ~~poundmaster~~ animal services provider five days prior to such change."

SECTION 18. Section 6.20.020 of the Chino Municipal Code, entitled "Declarations to be filed." is hereby amended as follows:

"6.20.020 - Declarations to be filed.

Declarations under penalty of perjury must be filed with the ~~poundmaster~~ animal services provider stating in detail all of the following:

A. That declarant is a resident of a residential home located within two hundred yards of the premises where the dog is located:

B. Within the past month declarant has heard the dog bark for a substantially long period to the extreme annoyance of the declarant;

C. That declarant has had deterioration of emotional health from the barking;

D. That declarant requests that the dog be removed from the premises;

E. That declarant has mailed a copy of the declaration, certified mail, to the owner of the dog."

SECTION 19. Section 6.20.030 of the Chino Municipal Code, entitled "Filing period." is hereby amended as follows:

"6.20.030 - Filing period.

At least one declaration shall be filed with the ~~humane society officer~~ animal services officer before procedures provided for hereinafter shall be implemented.”

SECTION 20. Section 6.20.040 of the Chino Municipal Code, entitled “Investigation by humane society officer.” is hereby amended as follows:

“6.20.040 - Investigation by ~~humane society officer~~ animal services officer.

Upon receipt of such declaration or declarations, the ~~humane society of Pomona Valley animal services provider~~ shall assign an officer to investigate said complaint or complaints. ~~He~~ The officer shall personally interview the complainant or complainants and the owner of the dog. ~~He~~ The officer shall determine whether the declaration or declarations have merit and shall warn the owner of the dog of the possibility of abatement of the dog if the dog does not stop barking continuously.”

SECTION 21. Section 6.20.050 of the Chino Municipal Code, entitled “Same—Evidence of nuisance.” is hereby amended as follows:

“6.20.050 - Same—Evidence of nuisance.

If the situation is not corrected after forty-eight hours warning to the owner of the dog, the ~~humane society officer~~ animal services officer or police officer who personally hears the dog barking continuously for at least a ten-minute period on at least two separate occasions during a seven-day period shall submit a declaration under penalty of perjury in that regard. Then the ~~humane society~~ animal services provider may enter the private property and impound the dog pending a hearing to follow as hereinafter provided.”

SECTION 22. Section 6.20.060 of the Chino Municipal Code, entitled “Appointment of hearing officer by poundmaster – Notice and hearing.” is hereby amended as follows:

“6.20.060 - Appointment of hearing officer by ~~poundmaster~~ animal services provider— Notice and hearing.

Upon receipt of the declaration of the ~~humane society officer~~ animal services officer, and complainant or complainants, the ~~poundmaster~~ animal services provider shall appoint a hearing officer who shall determine the time and place of the hearing as to whether the dog is a nuisance, and whether and how the nuisance should be abated. Notice of the hearing shall be given by certified mail, return receipt requested, sent at least ten days prior to the hearing and shall be sent to the owner of the dog and each complaining witness, and to the ~~humane society officer~~ animal services officer or police officer.”

SECTION 23. Section 6.20.070 of the Chino Municipal Code, entitled “Hearing— Continuance and termination of.” is hereby amended as follows:

“6.20.070 - Hearing—Continuance and termination of.

At the time and place of the hearing each complaining witness and the ~~humane society officer~~ animal services officer or police officer must be present. If any of these parties are not present, the hearing may be continued to a time and place convenient to the hearing officer and those present. If complaining parties who filed written complaints and the ~~humane society officer~~ animal services officer or police officer are not present on the continued date, all proceedings shall terminate.”

SECTION 24. Section 6.20.100 of the Chino Municipal Code, entitled “Custody of dog—Judicial remedy.” is hereby amended as follows:

“6.20.100 - Custody of dog—Judicial remedy.

The dog shall be kept by the ~~humane society~~ animal services provider for at least ten days after notice of the decision is given by certified mail to the owner that the dog has been declared to be a nuisance. The owner shall be notified of the time period the dog will be held to allow the owner an opportunity to obtain judicial remedy if desired. If no court order is issued after such period preventing it, the ~~humane society~~ animal services provider shall make every effort to place such dog for adoption in a rural area where it will not be a disturbance to any surrounding neighbors.”

SECTION 25. Section 6.20.110 of the Chino Municipal Code, entitled “Dogs out-of-doors between ten p.m. and seven a.m.” is hereby amended as follows:

“6.20.110 - Dogs out-of-doors between ten p.m. and seven a.m.

Dogs not within entirely closed structure between ten p.m. and seven a.m. may be impounded by the ~~humane society officer~~ animal services officer or police officer who may enter private property for such purpose if such dog is reported to be a nuisance by a neighbor and the occupant of the premises is either not in attendance on the property or who after being given notice by the ~~humane society officer~~ animal services officer or police officer does not immediately put the dog in an entirely closed shelter. Dogs so impounded by the ~~humane society~~ animal services provider may be returned to the owner upon payment of the boarding of such dog during the time it was impounded. If the dog is so impounded, notice thereof will be given by mail within twenty-four hours to the address the dog was taken of such impounding.”

SECTION 26. The City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Chino.

PASSED, APPROVED, AND ADOPTED THIS 20 DAY OF JANUARY 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

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

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Award of Contract - SC/NAC/CB-Install Transfer Switch Project (IB208).

RECOMMENDATION

1) Award a construction contract in the amount of \$362,171 to Baker Electric & Renewables LLC, Escondido, CA for the Senior Center, Neighborhood Activity Center, and Community Building SC/NAC/CB-Install Transfer Switch Project (IB208); 2) authorize expenditures of up to \$36,217 for project construction contingencies, for a not-to-exceed potential contract amount of \$398,388; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds in the Building Management Fund project IB208 for the award of this contract.

This project supports the City Council's commitment to investing in maintaining City facilities as part of the Measure V priority framework.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Exemplary Leadership

Revenue: Click or tap here to enter text.	Expenditure: 65083101-48005-IB208
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In March 2024, Chino voters approved Measure V, a one-cent sales tax increase to fund essential City services, including facility improvements to ensure resiliency in the event of emergencies. The Fiscal Year 2024-25 Building Management Fund (Project IB208) budget provides funding for the procurement and installation of transfer switches at the Senior Center, Neighborhood Activity Center, and Community Building. Transfer switches allow a building's electrical system to be safely switched from pulling power from the electrical utility grid to an alternative power source, such as a portable generator. In the event of a power outage, portable generators can be deployed to these facilities to maintain operations. The Senior Center, Neighborhood Activity Center, and Community Building are designated emergency evacuation facilities. The Senior Center and Neighborhood Activity Center are designated cooling centers. Ensuring the continuity of their power supply is a critical component of the City's emergency management plan.

ISSUES/ANALYSIS

On September 9, 2025, the City issued Invitation for Bids (IFB No. 2025-0025) for "SC/NAC/CB-Install Transfer Switch Project (IB208)" via PlanetBids in accordance with the City's procurement policies and Public Contract Code. By the stated deadline of October 30, 2025, the City received three (3) bids. The results were as follows:

CONTRACTOR	COST
Baker Electric & Renewables LLC	\$362,171
Amtek Construction	\$386,197
Williamson Development Group	\$467,920

Baker Electric & Renewables LLC was the lowest responsive bidder. Staff recommends awarding a \$362,171 contract for the SC/NAC/CB-Install Transfer Switch Project (IB208) to Baker Electric & Renewables LLC per bid specifications and cost-effectiveness. In addition to the contract amount, staff is requesting authorization to spend up to \$36,217 for project construction contingencies for unanticipated work. This brings the potential construction contract amount to \$398,388.

Attachment: Baker Electric & Renewables LLC - Agreement and Proposal

Contract No.: _____
Approved: _____

AGREEMENT

“SC/NAC/CB INSTALL TRANSFER SWITCH PROJECT”

THIS AGREEMENT is made and entered into this 20th day of January, 2026 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called “**City**”, and BAKER ELECTRIC AND RENEWABLES, LLC., hereinafter called “**Contractor**”.

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees to perform and complete all of the work for the project entitled “**SC/NAC/CB INSTALL TRANSFER SWITCH PROJECT**” in a good and workmanlike manner in accordance with all plans and specifications therefor, to furnish at Contractor's sole cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials and equipment as are expressly stipulated to be furnished by City, and to do everything required by the Contract Documents.

ARTICLE II: Contractor shall be responsible for furnishing all labor, materials, equipment, tools, and services, furnishing and removing all plants, temporary structures, tools, and equipment, and doing everything required by this Agreement and by the Contract Documents. Contractor shall also be responsible for all losses and damages arising out of the performance of the Work, from the action of the elements, or from any unforeseen difficulties that may arise during the prosecution of the Work until its acceptance by City; for all risks of every description associated with the Work; and for all expenses resulting from the suspension or discontinuance of the Work. City shall pay Contractor, and Contractor shall receive, for completing the Work in accordance with the requirements of the Contract Documents and in full compensation therefor, the price named in the Bid Proposal. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive a total contract amount of Three Hundred Sixty-Two Thousand One Hundred Seventy-One Dollars and Zero Cents (\$362,171.00) for completion of the contract work.

ARTICLE III: The City hereby employs said Contractor to perform the work according to the terms of this Agreement for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within forty-five (45) working days from the date on which the work was started. If the work is not completed within said time period, liquidated damages shall apply.

ARTICLE V: The Notice Inviting Bids, the Summary of Work, the Instructions to Bidders, the Bid Documents, the Required Post-Bid Documents, the General Provisions, the Special Provisions, the Technical Specifications, and all other drawing, plans, or specifications for the Work (collectively, “**Contract Documents**”) are hereby incorporated into and made part of this

Agreement.

ARTICLE VI: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE VII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE VIII: This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

ARTICLE IX: Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

ARTICLE X: No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

ARTICLE XI: The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

ARTICLE XII: In the course of its work under this Agreement, the Contractor, its agents and employees shall be bound by and comply with all applicable federal, state and local laws and requirements.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

Approved as to Form:

Approved as to Content:

City Attorney

Silvia Avalos, Director of Community
Services, Parks & Recreation

CONTRACTOR

Dated: _____

By: _____
(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Dr. Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

BID PROPOSAL DOCUMENTS

All documents provided in Section C, including this page, must be completed. Unless otherwise specified, all Bid Proposal documents must be submitted to be considered for award for this bid solicitation.

1. Bid Proposal Documents and Certification C-1
2. Bid Schedule C-2
3. Addenda Acknowledgement..... C-6
4. List of Subcontractors C-7
5. Bid Bond..... C-8
6. Non-Collusion Declaration C-9
7. Certification of Non-Discrimination by Contractors..... C-10
8. Worker's Compensation Insurance Certificate..... C-11
9. Certificate of Site Examination..... C-12
10. Information to Comply with Labor Code 2810..... C-13
11. Iran Contracting Act of 2010 Compliance Affidavit..... C-14
12. Statement of Bidder: Qualification and Experience Statement..... C-15
13. Compliance with Applicable Laws, Rules, Regulations and Ordinances C-16

I, Baker Electric & Renewables LLC (Bidder), certify that all of the above required documents have been completed. I also understand that failure to submit a completed bid package (fully completed and executed) will result in rejection of bid.

BIDDER INFORMATION

The following information will be used for statistical analysis only:

Is the Bidder a Disadvantaged Business (DBE)? No If yes, Certification No. _____


Is the Bidder a Minority-Owned Business? No Which racial minority? _____

Is the Bidder a Women-Owned Business? No

Is the Bidder a certified Small Business? No If yes, Certification No. _____

Dated 10/27/2015

Baker Electric & Renewables LLC
(Bidder)


(Signature)

Harold D Carlisle III
(Printed Name)

Vice President
(Title)

BIDDER'S NAME: _____

In accordance with the Notice Inviting Bids for this Work in the City of Chino, California, Bidder offers to furnish all necessary labor, tools, materials, appliances and equipment for and to perform all Work mentioned in the Notice Inviting Bids, in full compliance with all documents, including plans, specifications, attachments and exhibits at the prices listed below. **If night work is approved by the Project Manager, the Contractor shall not receive any additional compensation.**

Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

BID SCHEDULE

SC/NAC/CB Transfer Switch Project

Project No.: IB208

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL COST
1	Work under this item includes furnishing all labor material and equipment to mobilize and demobilize, provide cleanup of construction sites, provide all bonds, insurances and multiple move ins/ relocations. Provide project phasing as needed to minimize disruption to residents, businesses and programming. Provide continuous water service including all costs associated with highlighning utility services as required. Public Works permits and fees in the City of Chino as needed. This item also includes all work necessary to complete the Project Work from the General Provisions not contained within the itemized Bid Schedule below.	LS	1	\$	\$
2	No fee permit & compliance	LS	1	\$	\$
3	Furnish all labor material and equipment as to provide safety and traffic control for pedestrians and vehicles including traffic control per the WATCH Manual, warning signs, high level warning devices, delineators, regulatory signs, barricades and other related items necessary to maintain safe and accessible paths of travel for vehicles and pedestrians throughout the project.	LS	1		

Community Building

4	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. Selective Electrical Demolition & Safe-Off.	EA	1		
5	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
6	Structural / Seismic Anchorage & Calculations	EA	1		
7	Paint & Architectural Restoration to be properly sealed and to restore damaged or otherwise affected areas to match the pre-construction conditions and finish qualities	EA	1		
8	Environmental Controls (erosion, dust, storm-water BMPs)	EA	1		
9	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
10	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
11	Record Documents, O&M Manuals & Owner Training	EA	1		
12	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
13	Existing Switchboard Infrared & Megger Baseline Test	EA	1		
14	Feeder Identification & Re-Labeling	EA	1		
15	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
16	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	1		
17	Ground-Resistance Test (Fall-of-Potential)	EA	1		
18	ASCO 400A ATS with integrated camlock receptacles	EA	1		
19	Housekeeping Pad	EA	1		
20	Conduit Support	LS	1		
21	Ground Grid	LS	1		

22	Switchboard Modification	LS	1		
23	Conduit (Switchboard to ATS, ATS to Switchboard)	LS	1		
24	3" RGS	LF	70		
25	3" RGS Elbows/LB Fittings	EA	6		
26	#4/0 XHHW Cu	CLF	3		
27	#2 XHHW Cu	CLF	1		
28	Core-drill	LS	1		
Senior Center					
29	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. <u>Selective Electrical Demolition & Safe-Off.</u>	EA	1		
30	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
31	Structural / Seismic Anchorage & Calculations	EA	1		
32	Paint & Architectural Restoration (drywall, stucco, ceiling grid, roofing flashings, landscape repair)	EA	1		
33	Environmental Controls (erosion, dust, storm-water BMPs)	EA	1		
34	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
35	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
36	Record Documents, O&M Manuals & Owner Training	EA	1		
37	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
38	Existing Switchboard Infrared & Megger Baseline Test	EA	1		

39	Feeder Identification & Re-Labeling	EA	1		
40	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
41	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	1		
42	Ground-Resistance Test (Fall-of-Potential)	EA	1		
43	Housekeeping Pad	EA	1		
44	Conduit Support	LS	1		
45	Ground Grid	LS	1		
46	Switchboard Modification	LS	1		
47	Conduit (Switchboard to ATS, ATS to switchboard)	LS	1		
48	3" RGS	LF	160		
49	3" RGS Elbows/LB Fittings	EA	16		
50	#4/0 XHHW Cu	CLF	6		
51	#2 XHHW Cu	CLF	2		
	Neighborhood Activity Center (NAC)				
52	Temporary Power & Shutdown Coordination (generator rental, load bank, outage notifications). Needs to be coordinated to account for the least amount of disruption to operations. Selective Electrical Demolition & Safe-Off.	EA	1		
53	Utility Locating / Potholing as needed. Contractor to identify existing underground utilities, inform Project Manager of any potential conflicts and coordinate any required relocations with responsible utility.	EA	1		
54	Structural / Seismic Anchorage & Calculations	EA	1		
55	Paint & Architectural Restoration (drywall, stucco, ceiling grid, roofing flashings, landscape repair)	EA	1		

56	Environmental Controls (erosion, dust, stormwater BMPs)	EA	1		
57	Arc-Flash & Coordination Study Update + Equipment Labels	EA	1		
58	Functional & Acceptance Testing, Load-Bank Test, Infrared Scan	EA	1		
59	Record Documents, O&M Manuals & Owner Training	EA	1		
60	Spare Parts & Warranty Visit (spare fuses, camlock caps, 1-year IR scan)	EA	1		
61	Existing Switchboard Infrared & Megger Baseline Test	EA	1		
62	Feeder Identification & Re-Labeling	EA	1		
63	Generator Docking Station Decals & Site-Specific Operating Instructions	EA	1		
64	Bollards / Physical Protection for Outdoor Pads & Camlocks	LS	6		
65	Ground-Resistance Test (Fall-of-Potential)	EA	1		
66	ASCO 400A ATS w/Integrated Camlock Recepts	EA	1		
67	Unistrut Support	EA	1		
68	Conduit Support	LS	1		
69	Ground Grid	LS	1		
70	Switchboard Modification	LS	1		
71	Conduit (Switchboard to ATS and ATS to Switchboard)	LS	1		
72	3" RGS	LF	70		
73	3" RGS Elbows/LB Fittings	EA	6		

74	#4/0 XHHW Cu	CLF	3		
75	#2 XHHW Cu	CLF	1		
76	Core-drill	LS	1		
Total Bid Price					

TOTAL BID PRICE IN WORDS: _____

SC/NAC/CB Transfer Switch Project
Project No.: IB208

ADDENDA ACKNOWLEDGEMENT/SIGNATURE

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Bidder certifies that Bidder has examined the site and that the Bid is complete. By signing below, Bidder certifies that the Contractor will not submit a claim based on failure to examine the site thoroughly.

Respectfully submitted,



Bidder Signature

10/30/2025

Date

Print Name / Title

Baker Electric & Renewables LLC

Legal Name of Company

(760) 745-2001

Telephone Number

161756

Contractor's License Number

1298 Pacific Oaks Place, Escondido CA 92029

Business Address (Actual Address - Post Office Box)

lshort@baker-electric.com

Email Address

1000000466

DIR Registration Number

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall also set forth hereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name, location of business, Department of Industrial Relations registration number, contractor license number, and the portion of work that will be done by each subcontractor, may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: [REDACTED] _____ Dollar Value of Subcontract: \$ _____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: [REDACTED] _____ Dollar Value of Subcontract: \$ _____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: \$ _____

License No. _____ DIR Registration No. _____

Name: _____ Type of Work: _____

Address: _____ Email Address: _____

Phone No.: _____ Dollar Value of Subcontract: \$ _____

License No. _____ DIR Registration No. _____

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ of Baker Electric & Renewables LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 30th [Date], at Escondido [City], California [State].

CONTRACTOR



(Signature)

Brian Miliate

(Printed Name)

CEO

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____ by _____

Notary Public in and for the County of _____,
State of California.

My Commission Expires _____, 20____

ACKNOWLEDGMENT

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

State of California
County of San Diego)

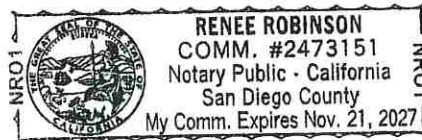
On 10/30/2025 before me, Renee Robinson, Notary Public
(insert name and title of the officer)

personally appeared Brian Miliate,
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]



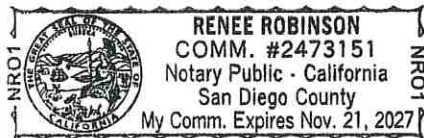
(Seal)

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 30th
day of October, 2025, by Brian Miliate

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods and services to the City of Chino, the company listed below certifies that, except as permitted in Government Code section 12940, it does not discriminate in its employment on the basis of the race, 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 of any person; that it is in compliance with all federal, state, and local laws regarding non-discrimination in employment; and that it agrees to positively and aggressively pursue the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

COMPANY NAME Baker Electric & Renewables LLC

NAME OF PERSON SIGNING Harold D Carlisle III

TITLE OF PERSON SIGNING Vice President

SIGNATURE 

DATE 10/27/2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

Equal Employment Opportunity and Affirmative Action Statement of Policy

It is the policy of Baker Electric (the company) not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law with regard to any employment practices, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities, provided the individual is qualified, with or without reasonable accommodation, to perform the essential functions of the job. This policy applies to all jobs at Baker Electric.

The company will continue to take affirmative action to ensure individuals are employed, and employees are treated fairly during employment, without regard to their sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law in all employment practices as follows. Employment decisions at Baker Electric are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. Baker Electric makes, and will continue to make, reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled veterans, unless such accommodation would impose an undue hardship on the operations of the company.

Baker Electric and its President & CEO are fully committed to the principles of equal employment opportunity and affirmative action and support the successful implementation of the company's Affirmative Action Programs. Vanessa Garcia, Sr. HR Generalist, Affirmative Action Officer for the company, has been appointed with responsibility for implementation of the company's affirmative action activities. The Affirmative Action Officer has the full support of top management to fully implement this Program. All managers and supervisors will take an active part in the company's AAP to ensure all qualified employees and prospective employees are treated in a non-discriminatory manner with respect to all employment decisions. Furthermore, Baker Electric will solicit the cooperation and support of all employees for the company's

Equal Employment Opportunity and Affirmative Action Statement of Policy.

The company's Affirmative Action Program includes an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of the Program. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress with compliance and implementation of the company's affirmative action policy. In accordance with public law, the company's Affirmative Action Program for qualified individuals with disabilities and the Affirmative Action Program for protected veterans are available for inspection in the Human Resources Department, upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Executive Order 11246, and/or any other federal, state or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. Baker Electric will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.



Lawrence Berkel

Executive Director of Human Resources

SC/NAC/CB Transfer Switch Project

Project No.: IB208

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the State Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this contract.

DATE: 10/27/2025

Baker Electric & Renewables LLC

CONTRACTOR



(Signature)

Harold D Carlisle III

(Printed Name)

Vice President

(Title)

SC/NAC/CB Transfer Switch Project

Project No.: IB208

CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid meeting of the site conducted by the City. Failure to attend the mandatory pre-bid meeting shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/9/2025
Date of Site Examination

Baker Electric & Renewables LLC
Bidder

Harold D Carlisle III
Printed Name of Bidder Representative


Signature of Representative

10/27/2025
Date

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

a. Policy Number: _____

b. Name of Insurer (**NOT** Broker): _____

c. Address of Insurer: _____

d. Telephone Number of Insurer: _____

2) For vehicles owned by Contractor and used in performing work under this Contract:

a. VIN (Vehicle Identification Number): _____

b. Automobile Liability Insurance Policy Number: _____

c. Name of Insurer (**NOT** Broker): _____

d. Address of Insurer: _____

e. Telephone Number of Insurer: _____

3) Address of Property used to house workers on this Contract, if any: _____

4) Estimated total number of workers to be employed on this Contract: _____

5) Estimated total wages to be paid those workers: _____

6) Dates (or schedule) when those wages will be paid (Describe schedule: For example, weekly or every other week or monthly): _____

7) Estimated total number of independent contractors to be used on this Contract: _____

8) Contractor's Taxpayer's Identification Number: _____

IRAN CONTRACTING ACT of 2010 COMPLIANCE AFFIDAVIT
(Public Contract Code Sections 2202-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC §2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

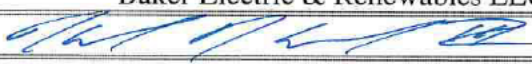
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution information below:

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
Baker Electric & Renewables LLC		
By (Authorized Signature) 		
Printed Name and Title of Person Signing Harold D Carlisle III		
Date Executed	Executed in	
10/27/2025	Escondido, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		Date Executed

STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of five (5) projects of a type similar in magnitude and character to that contemplated under Project No: TBD within the past five (5) years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Chino.

1. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____


3. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____


Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

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1. Owner's Name: _____
Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____
2. Owner's Name: _____
Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____
3. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____

Subcontractor SI Testing

Qualification and Experience

Statement

STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

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Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Chino.

1. Owner's Name: Hines
Contact Person: Mayo Letuligasenoa Phone: [REDACTED]
Address of Owner: 17872 Gillette, Irvine, CA. 92614
Project Description: Infrared Scanning, GFI Testing & ATS Servicing
Amount of Contract: \$16,300 Completion Date: Sept. 2025
2. Owner's Name: Emmes
Contact Person: Damon Ohr Phone: [REDACTED]
Address of Owner: 1920 & 2010 Main Street, Irvine, CA. 92614
Project Description: Electrical Maintenace (Panels/Transformer/Bus Riser) & Service
ATS Switches
Amount of Contract: \$33,000 Completion Date: July 2025
3. Owner's Name: Silverstein Properties
Contact Person: Randy Shank Phone: [REDACTED]
Address of Owner: 633 W. Fifth Street, Los Angeles, CA> 90071
Project Description: Main & Testing of 4160v Gear, Relays, Transformers, 480v Mains
and GFI Testing
Amount of Contract: \$30,000 Completion Date: October 2025

STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of five (5) projects of a type similar in magnitude and character to that contemplated under Project No: TBD within the past five (5) years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Chino.

1. Owner's Name: Granite Properties
Contact Person: Jason Ferranti Phone: [REDACTED]
Address of Owner: 100 Bayview Circle, Newport Beach, CA. 92660
Project Description: GFI Testing, Main Switchgear & Panel Service

Amount of Contract: \$31,000 Completion Date: October 2025

2. Owner's Name: CBRE
Contact Person: Tony Sinishtaj Phone: [REDACTED]
Address of Owner: 777 S. Santa Fe Ave., Los Angeles, cA. 90021
Project Description: ATS Service, Electrical Maintenance (Panels, Transformers, Bus Riser and Bus Disconnects)

Amount of Contract: \$20,000 Completion Date: October 2025

3. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____

Subcontractor BEI Civil Works


Qualification and Experience


Statement


STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of five (5) projects of a type similar in magnitude and character to that contemplated under Project No: TBD within the past five (5) years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

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Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____
2. Owner's Name: _____
Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____


Amount of Contract: _____ Completion Date: _____
3. Owner's Name: _____
Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____


STATEMENT BY BIDDER: QUALIFICATION AND EXPERIENCE STATEMENT

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Amount of Contract: _____ Completion Date: _____

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Contact Person: _____ Phone:  _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____
Contact Person: _____ Phone: _____
Address of Owner: _____
Project Description: _____

Amount of Contract: _____ Completion Date: _____

SC/NAC/CB Transfer Switch Project

Project No.: IB208

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certified compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name/Company Name: Baker Electric & Renewables LLC

Address: 1298 Pacific Oaks Place, Escondido CA 92029

Phone Number: (760) 745-2001 Email: _____

Name of Authorized Representative: Harold D Carlisle III

Title of Authorized Representative: Vice President

Signature of Authorized Representative: 

Date: 10/27/2025

**MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Adjustments in Compensation for Affected Employees of the City of Chino.

RECOMMENDATION

1) Adopt Resolution No. 2026-003 approving amendments to the Compensation and Benefit Plan for Unrepresented Management; 3) Adopt Resolution No. 2026-004 approving amendments to the Compensation and Benefit Plan for Part-Time Employees; 3) Adopt Resolution No. 2026-001 approving amendments to the Classification Plans and Compensation Schedules for the Chino Police Professional Employees Association ("CPPEA"), Unrepresented Management, and Part-Time Employees; and 4) Approve appropriations in the amount of \$77,680.70 for the salary adjustments.

FISCAL IMPACT

Requires an additional appropriation of \$77,680.70 to the funds listed below. There is sufficient fund balance in each of the funds listed below. The detailed cost out information is on file in the Finance Department.

General Fund 100	\$66,523.00
Park Fund 340	\$1,578.35
Employee Service Fund 640	\$8,000.00
Building Management Fund 650	\$1,578.35
Grand Total	\$77,680.70

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning
- Integrity and Accountability

Revenue: Click or tap here to enter text.

Expenditure:

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: ADJUSTMENTS IN COMPENSATION FOR AFFECTED EMPLOYEES OF THE CITY OF CHINO.

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BACKGROUND

As part of the City of Chino's ongoing commitment to pay equity and organizational stability, the Human Resources/Risk Management Department regularly reviews compensation to ensure alignment with internal equity and external market competitiveness. Following a recent compensation review, several classifications were found to be below the desired ranking among the Council-approved comparison agencies or presented internal inequities and compaction issues.

ISSUES/ANALYSIS

The Human Resources/Risk Management Department recently completed a compensation review to ensure internal equity and market competitiveness. The review identified several classifications that require the following adjustments:

Public Safety Dispatcher II

In accordance with the 2025-2027 Chino Police Professional Employees Association ("CPPEA") Memorandum of Understanding, Dispatchers will receive a one-time adjustment to maintain the classification at number three (3) among the Council-approved comparison agencies.

To maintain this ranking, City representatives and CPPEA have agreed to a 2.84% salary adjustment for Public Safety Dispatcher II, effective retroactively to the pay period that includes July 1, 2025. This salary adjustment will also apply to the part-time equivalent position, effective the first full pay period following City Council's approval.

Public Safety Dispatch Supervisor

To maintain an appropriate salary spread between the Public Safety Dispatcher II and Dispatch Supervisor classifications, A **5% salary adjustment for Public Safety Dispatch Supervisor is recommended**, effective the first full pay period following City Council's approval.

Parks and Facilities Manager

Staff also conducted a salary analysis for the Parks and Facilities Manager classification. Based on the level and scope of duties, staff recommend aligning the salary range with that of the Public Works Services Manager, which would require a **5.06% salary adjustment**. If approved by City Council, the salary adjustment for Parks and Facilities Manager would become effective the first full pay period following City Council's approval.

These proposed adjustments address pay disparities, support employee retention, and ensure the City remains competitive in attracting and retaining top talent. All salary adjustments have been incorporated into the applicable compensation and benefit plans. In accordance with Title 2, Section 570.5 of the California Code of Regulations, the salary schedules must also be formally adopted by City Council.

Attachments:

- 1) Resolution No. 2026-003 Compensation and Benefit Plan for Unrepresented Management
- 2) Resolution No. 2026-004 Compensation and Benefit Plan for Part-Time Employees

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: ADJUSTMENTS IN COMPENSATION FOR AFFECTED EMPLOYEES OF THE CITY OF CHINO.

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- 3) Resolution No. 2026-001 Classification Plans and Compensation Schedules for CPPEA, Unrepresented Management, and Part-Time Employees

RESOLUTION NO. 2026-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE AMENDED AND RESTATED COMPENSATION AND BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix the compensation for all employees through a resolution or ordinance; and

WHEREAS, the City Council of the City of Chino previously adopted resolutions establishing compensation and benefits for Unrepresented Management Employees, with the most recent being Resolution No. 2025-091; and

WHEREAS, the Human Resources/Risk Management Department recently completed a compensation review to ensure internal equity and market competitiveness; and

WHEREAS, the review identified several classifications requiring salary adjustments, including the Parks and Facilities Manager and Public Safety Dispatch Supervisor; and

WHEREAS, it is the City Council's desire to amend the Compensation and Benefit Plan for Unrepresented Management Employees to incorporate salary adjustments for the Parks and Facilities Manager and Public Safety Dispatch Supervisor classifications.

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

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

SECTION 2. Resolution No. 2025-091 and all prior compensation and benefits resolutions adopted by City Council are hereby rescinded and replaced by this Resolution 2026-003, which approves amended and restated compensation and benefits for Unrepresented Management Employees. In the event of conflict between this Resolution and any prior City Council resolution relating to the subject matter of this Resolution No. 2026-003, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution No. 2026-003 provides benefits in excess or is different from the benefits provided in any prior City Council resolution, the provisions of this Resolution shall control.

SECTION 3. The City Council hereby approves and adopts the amended and restated Compensation and Benefit Plan for Unrepresented Management Employees, which is attached hereto as Exhibit A.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 20th day of January, 2026.

ATTEST: _____ EUNICE M. ULLOA, MAYOR

NATALIE GONZAGA, CITY CLERK

ATTACHMENT:

EXHIBIT A. Compensation and Benefit Plan for Unrepresented Management

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A

COMPENSATION AND BENEFIT PLAN FOR UNREPRESENTED MANAGEMENT EMPLOYEES

UNREPRESENTED MANAGEMENT EMPLOYEES:

The Unrepresented Management Employee group (Employee or Employees) shall be comprised of the following classifications and positions employed by the City of Chino (City):

Accessibility Coordinator	Grounds Supervisor
Administrative Services Manager	Housing Manager
Assistant Budget Manager	Human Resources/Risk Management Analyst
Assistant City Engineer	Information Technology Analyst
Assistant Civil Engineer	Information Technology Manager
Assistant Engineer	Information Technology Supervisor
Assistant Parks & Facilities Manager	Management Analyst
Assistant Public Works Services Manager	Multimedia Officer
Assistant to the City Manager	Parks & Facilities Manager
Associate Civil Engineer	Payroll Supervisor
Associate Engineer	Permit & Inspection Supervisor
Associate Planner	Permit Center Coordinator
Budget Manager	Police Records & Evidence Supervisor
Building and Code Compliance Manager	Police Technical Services Manager
Building Official	Principal Engineer
Capital Improvement Projects Engineering Manager	Principal Planner
City Clerk	Projects Manager
City Planner	Public Information Officer
City Traffic Engineer	Public Safety Dispatch Supervisor
Civil Engineering Manager	Public Works Project Manager
Clinical Program Manager	Public Works Services Manager
Communications Manager	Public Works Supervisor
Construction Project Coordinator	Purchasing Manager
Contracts and DIF Administrator	Revenue Manager
Council Liaison	Risk Manager
Crime Prevention & Community Outreach Supervisor	Senior Engineer
Community Services, Parks & Recreation Manager	Senior Human Resources/Risk Management Analyst
Community Services, Parks & Recreation Supervisor	Senior Information Technology Analyst
Economic Development Analyst	Senior Management Analyst
Economic Development Manager	Senior Planner
Emergency Services Coordinator	Sewer & Storm Drain Supervisor
Engineering Manager	Strategic Initiatives Manager
Environmental Compliance Coordinator	Streets Supervisor
Environmental Compliance Supervisor	Supervising Building Inspector
Environmental Services Administrator	Supervising Code Compliance Inspector
Equipment Mechanic Supervisor	Supervising Plans Examiner
Facility Coordinator	Transportation Manager
Fiscal Services Manager	Utilities Engineering and Operations Manager
	Water Utilities Superintendent
	Water Utilities Supervisor

BASE COMPENSATION:

In addition to the two percent (2%) cost-of-living adjustment wage increase (COLA) previously provided to all Unrepresented Management Employees through City Council Resolution No. 2025-039, adopted on July 15, 2025 and made effective July 21, 2025, all Unrepresented Management Employees shall be provided an additional one percent (1%) COLA wage increase effective the pay period beginning on November 24, 2025, as reflected in the updated Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan.

Effective the beginning of the pay period including July 1, 2026, the Classification Plan and Compensation Schedule for Unrepresented Management Employees shall reflect a three percent (3%) COLA as reflected in the Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan.

RETENTION PAY:

All Unrepresented Management Employees still employed by the City as of November 24, 2025 shall receive a one-time, lump sum retention payment in the amount of 0.90% of their base pay, as Off-Salary-Schedule Pay per section 571(a) of Title 2 of the California Code of Regulations, to be issued through Payroll and subject to applicable taxes and withholdings, and shall not be considered earnable or pensionable compensation under the California Public Employees' Retirement System.

DIRECT DEPOSIT:

All Employees will have funds directly deposited into an account they established for deposit of their payroll checks.

LONGEVITY PAY:

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- ❖ 10 years of service - \$500 paid in a lump sum at time of anniversary.
- ❖ 15 years of service - \$1,000 paid in a lump sum at time of anniversary.
- ❖ 20 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$2,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$2,500 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$3,000 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$3,500 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$4,000 paid in a lump sum at time of anniversary.

DEFERRED COMPENSATION PLAN:

A deferred compensation plan, 457(b), is available to all Employees, providing tax-deferred savings to serve as a retirement supplement. An Employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

The City-paid contribution to deferred compensation is two hundred and fifty dollars (\$250) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

“Catch-up” Provision

Pursuant to federal and state law, Employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan “Catch-up” provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an Employee's planned retirement date, the conversion of accrued Sick, Vacation, Sick Leave Conversion, Management, Floating Holiday/Compensatory and Holiday Leave hours to cash contribution at the Employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the “457 Catch-up” shall normally be distributed over an Employee's last three (3) years prior to their planned retirement date. However, based on the total amount of “457 catch-up” contributions available to the Employee, accumulated Sick Leave hours, and the Employee's designated retirement date, “457 Catch-up” contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the Employee must be within three (3) years of their planned retirement date, have “457 catch-up” privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

“Catch-up” – Sick Leave

Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance Employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the “Catch Up” provision provided through the City's 457 plan.

In the event an Employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said Employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the Employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the Employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The Employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

“Catch-up” hours advanced will be counted towards the Employee's Sick Leave bank for the Sick Leave Program calculation.

“Catch-up”– Vacation Leave

To participate, the Employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The Employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The Employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

“Catch-up”– Other Leave Banks

In order to participate, the Employee will select the amount of other leave (this may be Sick Leave Conversion, Management, Floating Holiday, Compensatory Time and/or Holiday Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The Employee’s leave balance would then decrease commensurately with the amount of funds withdrawn.

“Age 50+ Catch-up”

In the calendar year an Employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, Floating Holiday, Compensatory Time leave hours to contribute this additional amount.

Defined Contribution Plan - 401(A):

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows Employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating Employee. An Employee’s election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Contributions to the deferred compensation plan will be discontinued while an Employee is receiving Workers’ Compensation payments.

ACTING PAY:

The City will grant Acting after an Employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an Employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the Employee’s current base salary rate or Step “A” of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying Employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The Employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

ADDITIONAL DUTY PAY:

Afforded to an Employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An Employee performing this type of work

for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

BILINGUAL PAY:

Employees are eligible to receive one hundred and sixty dollars (\$160) per month (except for eligible Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor who receive two hundred and forty dollars (\$240) per month) (paid over 24 pay periods) for verbal fluency in any language, other than English, that the Department Director deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine Employees' proficiency. Testing and its frequency are at the discretion of the City. An Employee must pass the City's competency examination to be eligible for Bilingual Pay.
- b. Department Director Approval: To be eligible to take the City's competency examination, an Employee must be recommended by the Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the Employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the Employee to use bilingual skills on the job. If an Employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the Employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the Employee with no right of appeal.

CERTIFICATE PAY:

If a professional certificate is required as part of an Employees' job, it will be paid for in the same manner and subject to the same limits as American Federation of State, County and Municipal Employees (AFSCME) Employees.

Certified Access Specialist (CASp) – Qualifying Employees are eligible to receive two hundred and fifty dollars (\$250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

COMMERCIAL DRIVER'S LICENSE:

Employees who are required to maintain their Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars (\$250) per fiscal year.

BENEFIT BANK:

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the Employee's regular paychecks as earned.

Any Employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the Employee in the lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the Employee in lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next open enrollment period.

BEREAVEMENT LEAVE:

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A “qualified family member” is defined as spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the Employee’s home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member’s date of death.

The Employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Director. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

COMPENSATORY TIME:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Two (2) Compensatory Time banks, each consisting of eighty (80) hours, are established:

- ❖ Compensation Bank No. 1: This bank provides for the accrual of eighty (80) hours of Compensatory Time to be paid out only upon separation from employment. The first eighty (80) hours of Compensatory Time earned by an Employee are recorded in this account. No annual buy back of this time is provided.
- ❖ Compensation Bank No. 2: This bank provides for the accrual of up to eighty (80) hours of Compensatory Time for use as time off only. This time may not be sold back to the City. Overtime hours in excess of eighty (80) in this account will be paid to Employees in salary at one and one-half (1 ½) times the Employee’s regular rate of pay.

COMPUTER LOAN PROGRAM:

All non-represented management Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- ❖ Maximum amount financed is two thousand, five hundred dollars (\$2,500).
- ❖ Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- ❖ Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).

- ❖ System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- ❖ No game or entertainment software will qualify under this program.
- ❖ Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- ❖ Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- ❖ Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- ❖ The City must approve in advance all purchases for equipment under this program.
- ❖ A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

DEATH BENEFIT:

Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management at time of death.

In the event of an Employee's death, their beneficiary will receive payment of all unused Leave time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the Employee would have been eligible for retirement using the CalPERS definition, Sick Leave will be paid to the Employee's beneficiary(ies) at 100% cash-out of the Employee's accrued Sick Leave on record.

In the event of an Employee death, if said such death is defined by the Workers' Compensation system as an industrial death, the Employee's beneficiary(ies) will receive 100% cash-out of the Employee's accrued Sick Leave on record.

DISABILITY:

The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary Employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the Employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the Employee's base salary. The entire benefit period will not exceed five (5) years.

DISCIPLINARY APPEAL PROCEDURE:

The City Manager will no longer serve as the Hearing Officer.

FLEXIBLE BENEFITS SPENDING PLAN:

A Section 125 – Flexible Benefits Spending Plan is available for Employee contributions in accordance with IRS regulations.

FLOATING HOLIDAY TIME:

Employees are provided with thirty-five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the Employee with the approval of their supervisor.

Employees may cash out up to thirty-five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in a set number of hours, payable at the Employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for Employees retiring from the City, Employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the Employee's final check(s), or in the event that sufficient funds are not available, the Employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

HOLIDAYS:

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

HOLIDAY CLOSURE:

The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the Employee in the future, to those Employees who request it and who do not have any current Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

HOLIDAY PAY:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Credited with one hundred and fifty-five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. These positions have the option of converting holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated

time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to another. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Upon written request to the City's Finance Department, payment of holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash-out. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employees' Retirement System.

Except for Employees retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will be reimbursed to the City upon termination of their employment.

HOLIDAY TIME COMPENSATION BANK:

When a City-designated holiday is observed on an Employee's scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the Employee's current hourly rate.

Should the Employee separate from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday shall be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

JURY DUTY:

It is the policy of the City that no Employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected Employee.

For all jury service, Employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:

The City shall pay the Employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the Employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

LIFE INSURANCE:

Employees are provided with a total of \$100,000 in life insurance coverage.

See also Death Benefit Section in this Compensation and Benefit Plan.

LUNCH (PAID):

Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors will receive a paid lunch break.

MANAGEMENT LEAVE:

With exception of Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors, who earn overtime, Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management Employees or current Employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the final payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for Employees retiring from the City, Employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the Employee's final check(s), or in the event that sufficient funds are not available, the Employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

MILEAGE REIMBURSEMENT:

The City agrees to reimburse Employees authorized by their Department Head for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an Employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the Employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

MILITARY LEAVE:

Under certain conditions, Employees ordered to active duty may receive wage continuation and benefits for up to one (1) year. Cost-of-living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

OVERTIME:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Are eligible to earn overtime hours. For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-½) times the Employee's base rate of pay unless otherwise specified in this Compensation and Benefit Plan.

Also see Regular Rate of Pay Section in this Compensation and Benefit Plan.

PERFORMANCE EVALUATION:

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):

Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An Employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- ❖ \$2,000 at hire + \$500 at time of completion of probation.

***NOTE:** Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of Employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

REGULAR RATE OF PAY:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor

For purposes of determining the "regular rate" of pay in calculating Fair Labor Standards Act ("FLSA") overtime, the "regular rate" of pay includes "all remuneration for employment paid to, or on behalf of, the Employee" except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the Employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding ("MOU") will be included for purposes of determining the "regular rate" of pay:

- ❖ Acting Pay
- ❖ Additional Duty Pay
- ❖ Unused portions of the Benefit Bank actually received as cash
- ❖ Bilingual Pay
- ❖ Longevity
- ❖ Uniform Clothing/Cleaning Allowance

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime section of this Compensation and Benefit Plan.

REHIRE POLICY:

Any Employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would otherwise serve and shall be otherwise subject to all terms and conditions of employment applicable to any newly hired Employee. The only exception shall be that any Employee rehired shall have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for will be reinstated.

RETIREMENT:

The City has a three-tier retirement benefit as follows:

- A. 2.7% at age 55 if hired before October 17, 2011, with the single highest year final compensation.
- B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
- C. 2% at age 62 (PEPRA), if entering CalPERS membership on or after January 1, 2013, with a 3-year average final compensation.

Member Contribution to CalPERS

Members will contribute the Employee rate of contributions each payroll. All Employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and CalPERS guidelines:

- A. 2.7% at 55, if hired before October 17, 2011:
 - 1) Employee contribution rate – 8% of reportable compensation.
- B. 2% at 55, if hired on or after October 17, 2011:
 - 1) Employee contribution rate – 7% of reportable compensation.
- C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
 - 1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of Employee contributions only.

Beginning January 1, 2021, Employees will contribute twenty five dollars (\$25) per pay period on a pre-tax basis. Upon separation or retirement, Employees will contribute fifty percent (50%) of all qualifying accrued Sick Leave to the plan.

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):

All adjustments to an Employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an Employee by the City, the Employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the Employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the Employee. A meeting may be requested by the Employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the Employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the Employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the Employee's final pay. If the amount owed is greater than the Employee's final pay, the City may initiate a collections process against the Employee.

C. Underpayments

1. In situations involving underpayment to an Employee by the City, the Employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

SEPARATION FROM CITY:

At the discretion and approval of the Department Director, Employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the Employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

SICK LEAVE:

Upon hire, Employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the Employee is paid for more than two-thirds (2/3) of the working days in such month, Employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an Employee changes status (e.g. changes from full-time to part-time employment), or separates from this Employee unit, the Employee will be subject to the new bargaining group's MOU or Compensation and Benefit Plan.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the Employee will not receive payment for any Sick Leave hours for time missed from work.

SICK LEAVE BUY BACK:

At separation of employment the City will buy back a percentage of the Employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the Employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

SICK LEAVE CONVERSION TO PERSONAL LEAVE:

For Employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	$0 + 64 + 56 = 120 \text{ hrs}$
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	$10 + 56 + 54 = 120 \text{ hrs}$
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	$20 + 48 + 52 = 120 \text{ hrs}$
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	$30 + 40 + 50 = 120 \text{ hrs}$
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	$40 + 32 + 48 = 120 \text{ hrs}$
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	$50 + 24 + 46 = 120 \text{ hrs}$
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	$60 + 16 + 44 = 120 \text{ hrs}$

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

SICK LEAVE HIRING INCENTIVE:

New Employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the Employee for Sick Leave hours at this amount or greater. New Employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

SICK LEAVE PROGRAM:

Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

TUITION ADVANCE PROGRAM:

Full-time, non-probationary Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars (\$3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any Employee's educational expenses.

Affected Employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the Employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the Employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the Employee). In the event that the educational institution attended does not provide the Employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the Employee is responsible to notify the Director

of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an Employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to one hundred twenty (120) calendar days total), the City will have the right to automatically make a payroll deduction from the Employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

TUITION REIMBURSEMENT – ENHANCED PROGRAM:

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year to verify the number of Employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year to participate in this Enhanced Program.

It shall remain the individual Employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

UNIFORM CLOTHING/CLEANING ALLOWANCE:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – The City shall provide to affected Employees a clothing/cleaning allowance of seven hundred and seventy dollars (\$770) per year. Payment for the total uniform cleaning allowance will be made one time per year. This payment will be in a check separate from the Employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. If assignment is made to a non-uniformed unit prior to the end of the fiscal year, the Employee will be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars (\$770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the Employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each Employee.

Also see Work Boots and Work Shoes in this Compensation and Benefit Plan.

VACATION LEAVE:

Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the Employee's then existing hourly rate of pay. New Employees with less than six (6) months of City service are ineligible to receive Vacation Leave Buy Back. It is the responsibility of Employees to schedule Vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the Employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, Employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to the Finance Department to affect this temporary exception.

VACATION LEAVE BUY BACK:

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the Employee's existing base rate of pay. New Employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

VACATION LEAVE CONVERSION:

Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the Employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

WORK BOOTS/WORK SHOES:

Supervising Building Inspector and Supervising Code Compliance Inspector – Will receive a three hundred dollar (\$300) allowance in their first paycheck in January. These funds will be used by the Employee for the purchase of safety-rated work boots or work shoes. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

WORKERS' COMPENSATION PROGRAM:

Whenever any Employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the Employee will be compensated as follows: On the first, second, and third day of the injury Employees will use accrued Sick,

Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

Commencing the fourth day of the injury, the City will continue the Employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the Employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

WORKERS' COMPENSATION PREMIUM PAYMENT:

In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- ❖ That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- ❖ That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- ❖ That the injured Employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- ❖ That the injured Employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an Employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

SAVINGS CLAUSE:

Should any clause in this Compensation and Benefit Plan be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Compensation and Benefit Plan will remain in full force and effect.

IMPLEMENTATION:

These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

Unrepresented Management Classification Plan and Compensation Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Administrative Services Manager	M19	Hourly	\$ 44.22	\$ 50.85	\$ 58.48
		Monthly	\$ 7,664.67	\$ 8,814.42	\$ 10,136.50
		Annually	\$ 91,976.00	\$ 105,773.00	\$ 121,638.00
Assistant Budget Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Assistant City Engineer	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Assistant Civil Engineer	M20	Hourly	\$ 45.32	\$ 52.12	\$ 59.94
		Monthly	\$ 7,856.25	\$ 9,034.75	\$ 10,389.92
		Annually	\$ 94,275.00	\$ 108,417.00	\$ 124,679.00
Assistant Engineer	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Assistant Parks & Facilities Manager	M28	Hourly	\$ 55.22	\$ 63.51	\$ 73.03
		Monthly	\$ 9,572.17	\$ 11,007.92	\$ 12,659.17
		Annually	\$ 114,866.00	\$ 132,095.00	\$ 151,910.00
Assistant Public Works Services Manager	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Assistant to the City Manager	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Associate Civil Engineer	M26	Hourly	\$ 52.56	\$ 60.45	\$ 69.51
		Monthly	\$ 9,110.83	\$ 10,477.50	\$ 12,049.08
		Annually	\$ 109,330.00	\$ 125,730.00	\$ 144,589.00
Associate Engineer	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Associate Planner	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Budget Manager	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00
Building and Code Compliance Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00

Building Official	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
City Clerk	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
City Planner	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
City Traffic Engineer	M39	Hourly	\$ 72.46	\$ 83.33	\$ 95.83
		Monthly	\$ 12,559.50	\$ 14,443.33	\$ 16,609.83
		Annually	\$ 150,714.00	\$ 173,320.00	\$ 199,318.00
Civil Engineering Manager	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
Clinical Program Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Communications Manager	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
Community Services, Parks & Recreation Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Construction Project Coordinator	M16	Hourly	\$ 41.06	\$ 47.22	\$ 54.30
		Monthly	\$ 7,117.42	\$ 8,185.00	\$ 9,412.75
		Annually	\$ 85,409.00	\$ 98,220.00	\$ 112,953.00
Contracts & DIF Administrator	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Council Liaison	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00

Economic Development Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Economic Development Manager	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00
Emergency Services Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Engineering Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Environmental Compliance Coordinator	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Environmental Compliance Supervisor	M12	Hourly	\$ 48.07	\$ 55.29	\$ 63.58
		Monthly	\$ 8,332.67	\$ 9,583.08	\$ 11,020.00
		Annually	\$ 99,992.00	\$ 114,997.00	\$ 132,240.00
Environmental Services Administrator	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Equipment Mechanic Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Facility Coordinator	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Fiscal Services Manager	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Grounds Supervisor	M13	Hourly	\$ 38.13	\$ 43.85	\$ 50.43
		Monthly	\$ 6,609.25	\$ 7,600.67	\$ 8,740.67
		Annually	\$ 79,311.00	\$ 91,208.00	\$ 104,888.00
Housing Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Information Technology Analyst	M16	Hourly	\$ 41.06	\$ 47.22	\$ 54.30
		Monthly	\$ 7,117.42	\$ 8,185.00	\$ 9,412.75
		Annually	\$ 85,409.00	\$ 98,220.00	\$ 112,953.00

Information Technology Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.68
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,678.17
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,138.00
Information Technology Supervisor	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Management Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Multimedia Officer	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Parks & Facilities Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Payroll Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Permit & Inspection Supervisor	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Permit Center Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Police Records & Evidence Supervisor	M8	Hourly	\$ 33.70	\$ 38.76	\$ 44.57
		Monthly	\$ 5,841.58	\$ 6,717.83	\$ 7,725.50
		Annually	\$ 70,099.00	\$ 80,614.00	\$ 92,706.00
Police Technical Services Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Principal Engineer	M29	Hourly	\$ 56.60	\$ 65.10	\$ 74.86
		Monthly	\$ 9,811.42	\$ 11,283.17	\$ 12,975.58
		Annually	\$ 117,737.00	\$ 135,398.00	\$ 155,707.00
Principal Planner	M28	Hourly	\$ 55.22	\$ 63.51	\$ 73.03
		Monthly	\$ 9,572.17	\$ 11,007.92	\$ 12,659.17
		Annually	\$ 114,866.00	\$ 132,095.00	\$ 151,910.00
Projects Manager	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Public Information Officer	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00

Public Safety Dispatch Supervisor	M14	Hourly	\$ 41.04	\$ 47.19	\$ 54.27
		Monthly	\$ 7,113.25	\$ 8,180.08	\$ 9,407.17
		Annually	\$ 85,359.00	\$ 98,161.00	\$ 112,886.00
Public Works Project Manager	M26	Hourly	\$ 52.56	\$ 60.45	\$ 69.51
		Monthly	\$ 9,110.83	\$ 10,477.50	\$ 12,049.08
		Annually	\$ 109,330.00	\$ 125,730.00	\$ 144,589.00
Public Works Services Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Public Works Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Purchasing Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Revenue Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Risk Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Engineer	M27	Hourly	\$ 53.88	\$ 61.96	\$ 71.25
		Monthly	\$ 9,338.67	\$ 10,739.50	\$ 12,350.42
		Annually	\$ 112,064.00	\$ 128,874.00	\$ 148,205.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Information Technology Analyst	M20	Hourly	\$ 45.32	\$ 52.12	\$ 59.94
		Monthly	\$ 7,856.25	\$ 9,034.75	\$ 10,389.92
		Annually	\$ 94,275.00	\$ 108,417.00	\$ 124,679.00
Senior Management Analyst	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Planner	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Sewer & Storm Drain Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Strategic Initiatives Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00

Streets Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Supervising Building Inspector	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Supervising Code Compliance Inspector	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Supervising Plans Examiner	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Transportation Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Utilities Engineering & Operations Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Water Utilities Superintendent	M27	Hourly	\$ 53.88	\$ 61.96	\$ 71.25
		Monthly	\$ 9,338.67	\$ 10,739.50	\$ 12,350.42
		Annually	\$ 112,064.00	\$ 128,874.00	\$ 148,205.00
Water Utilities Supervisor	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00

Unrepresented Management Classification Plan and Compensation Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Administrative Services Manager	M19	Hourly	\$ 45.55	\$ 52.38	\$ 60.23
		Monthly	\$ 7,894.58	\$ 9,078.83	\$ 10,440.58
		Annually	\$ 94,735.00	\$ 108,946.00	\$ 125,287.00
Assistant Budget Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Assistant City Engineer	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Assistant Civil Engineer	M20	Hourly	\$ 46.68	\$ 53.69	\$ 61.74
		Monthly	\$ 8,091.92	\$ 9,305.83	\$ 10,701.58
		Annually	\$ 97,103.00	\$ 111,670.00	\$ 128,419.00
Assistant Engineer	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Assistant Parks & Facilities Manager	M28	Hourly	\$ 56.88	\$ 65.41	\$ 75.22
		Monthly	\$ 9,859.33	\$ 11,338.17	\$ 13,038.92
		Annually	\$ 118,312.00	\$ 136,058.00	\$ 156,467.00
Assistant Public Works Services Manager	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Assistant to the City Manager	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Associate Civil Engineer	M26	Hourly	\$ 54.14	\$ 62.26	\$ 71.60
		Monthly	\$ 9,384.17	\$ 10,791.83	\$ 12,410.58
		Annually	\$ 112,610.00	\$ 129,502.00	\$ 148,927.00
Associate Engineer	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Associate Planner	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Budget Manager	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00
Building and Code Compliance Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00

Building Official	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
City Clerk	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
City Planner	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
City Traffic Engineer	M39	Hourly	\$ 74.63	\$ 85.83	\$ 98.70
		Monthly	\$ 12,936.25	\$ 14,876.67	\$ 17,108.17
		Annually	\$ 155,235.00	\$ 178,520.00	\$ 205,298.00
Civil Engineering Manager	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
Clinical Program Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Communications Manager	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
Community Services, Parks & Recreation Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Construction Project Coordinator	M16	Hourly	\$ 42.29	\$ 48.64	\$ 55.93
		Monthly	\$ 7,330.92	\$ 8,430.58	\$ 9,695.17
		Annually	\$ 87,971.00	\$ 101,167.00	\$ 116,342.00
Contracts & DIF Administrator	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Council Liaison	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00

Economic Development Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Economic Development Manager	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00
Emergency Services Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Engineering Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Environmental Compliance Coordinator	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Environmental Compliance Supervisor	M12	Hourly	\$ 49.52	\$ 56.95	\$ 65.48
		Monthly	\$ 8,582.67	\$ 9,870.58	\$ 11,350.58
		Annually	\$ 102,992.00	\$ 118,447.00	\$ 136,207.00
Environmental Services Administrator	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Equipment Mechanic Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Facility Coordinator	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Fiscal Services Manager	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Grounds Supervisor	M13	Hourly	\$ 39.27	\$ 45.17	\$ 51.94
		Monthly	\$ 6,807.50	\$ 7,828.67	\$ 9,002.92
		Annually	\$ 81,690.00	\$ 93,944.00	\$ 108,035.00
Housing Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Information Technology Analyst	M16	Hourly	\$ 42.29	\$ 48.64	\$ 55.93
		Monthly	\$ 7,330.92	\$ 8,430.58	\$ 9,695.17
		Annually	\$ 87,971.00	\$ 101,167.00	\$ 116,342.00

Information Technology Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Information Technology Supervisor	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Management Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Multimedia Officer	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Parks & Facilities Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Payroll Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Permit & Inspection Supervisor	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Permit Center Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Police Records & Evidence Supervisor	M8	Hourly	\$ 34.71	\$ 39.92	\$ 45.91
		Monthly	\$ 6,016.83	\$ 6,919.33	\$ 7,957.25
		Annually	\$ 72,202.00	\$ 83,032.00	\$ 95,487.00
Police Technical Services Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Principal Engineer	M29	Hourly	\$ 58.30	\$ 67.05	\$ 77.10
		Monthly	\$ 10,105.75	\$ 11,621.67	\$ 13,364.83
		Annually	\$ 121,269.00	\$ 139,460.00	\$ 160,378.00
Principal Planner	M28	Hourly	\$ 56.88	\$ 65.41	\$ 75.22
		Monthly	\$ 9,859.33	\$ 11,338.17	\$ 13,038.92
		Annually	\$ 118,312.00	\$ 136,058.00	\$ 156,467.00
Projects Manager	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Public Information Officer	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00

Public Safety Dispatch Supervisor	M14	Hourly	\$ 42.27	\$ 48.61	\$ 55.90
		Monthly	\$ 7,326.67	\$ 8,425.50	\$ 9,689.42
		Annually	\$ 87,920.00	\$ 101,106.00	\$ 116,273.00
Public Works Project Manager	M26	Hourly	\$ 54.14	\$ 62.26	\$ 71.60
		Monthly	\$ 9,384.17	\$ 10,791.83	\$ 12,410.58
		Annually	\$ 112,610.00	\$ 129,502.00	\$ 148,927.00
Public Works Services Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Public Works Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Purchasing Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Revenue Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Risk Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Engineer	M27	Hourly	\$ 55.49	\$ 63.82	\$ 73.39
		Monthly	\$ 9,618.83	\$ 11,061.67	\$ 12,720.92
		Annually	\$ 115,426.00	\$ 132,740.00	\$ 152,651.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Information Technology Analyst	M20	Hourly	\$ 46.68	\$ 53.69	\$ 61.74
		Monthly	\$ 8,091.92	\$ 9,305.83	\$ 10,701.58
		Annually	\$ 97,103.00	\$ 111,670.00	\$ 128,419.00
Senior Management Analyst	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Planner	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Sewer & Storm Drain Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Strategic Initiatives Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00

Streets Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Supervising Building Inspector	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Supervising Code Compliance Inspector	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Supervising Plans Examiner	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Transportation Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Utilities Engineering & Operations Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Water Utilities Superintendent	M27	Hourly	\$ 55.49	\$ 63.82	\$ 73.39
		Monthly	\$ 9,618.83	\$ 11,061.67	\$ 12,720.92
		Annually	\$ 115,426.00	\$ 132,740.00	\$ 152,651.00
Water Utilities Supervisor	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00

RESOLUTION NO. 2026-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE AMENDED AND RESTATED COMPENSATION AND BENEFITS FOR PART-TIME EMPLOYEES

WHEREAS, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix the compensation for all employees through a resolution or ordinance; and

WHEREAS, the City Council of the City of Chino previously adopted resolutions establishing compensation and benefits for Part-Time Employees, with the most recent being Resolution No. 2025-087; and

WHEREAS, the Human Resources/Risk Management Department recently completed a compensation review to ensure internal equity and market competitiveness; and

WHEREAS, the review identified several classifications requiring salary adjustments, including the part-time Public Safety Dispatcher II classification; and

WHEREAS, it is the City Council's desire to amend the Compensation and Benefit Plan for Part-Time Employees to incorporate salary adjustments for the part-time Public Safety Dispatcher II classification.

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

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

SECTION 2. Resolution No. 2025-087 and all prior compensation and benefits resolutions adopted by City Council are hereby rescinded and replaced by this Resolution 2026-004, which approves amended and restated compensation and benefits for Part-Time Employees. In the event of conflict between this Resolution and any prior City Council resolution relating to the subject matter of this Resolution No. 2026-004, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution No. 2026-004 provides benefits in excess or is different from the benefits provided in any prior City Council resolution, the provisions of this Resolution shall control.

SECTION 3. The City Council hereby approves and adopts the amended and restated Compensation and Benefit Plan for Part-Time Employees, which is attached hereto as Exhibit A.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 20th day of January, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

ATTACHMENT:

EXHIBIT A. Compensation and Benefit Plan for Part-Time Employees

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A

COMPENSATION AND BENEFIT PLAN FOR PART-TIME EMPLOYEES

BASE COMPENSATION:

In addition to the two percent (2%) cost-of-living adjustment wage increase (COLA) previously provided to all Part-Time Employees through City Council Resolution No. 2025-039, adopted on July 15, 2025 and made effective July 21, 2025, all Part-Time Employees in the classifications identified in the Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan shall be provided an additional one percent (1%) COLA wage increase effective the pay period beginning on November 24, 2025 as reflected in that updated Schedule. All positions will be paid an hourly rate that complies with the minimum wage law.

Effective the beginning of the pay period including July 1, 2026, the Classification Plan and Compensation Schedule for Part-Time Employees shall reflect a three percent (3%) COLA as reflected in the Classification Plan and Compensation Schedule set forth at the end of this Compensation and Benefit Plan.

Any part-time employee who transfers to another part-time job assignment, including a concurrent assignment, in a different job classification (where the pay range is less than the current assignment/position), will receive an hourly rate which reflects experience within the new classification at the discretion of the Department Director, or their designee.

RETENTION PAY:

All Part-Time Employees still employed by the City as of November 24, 2025 shall receive a one-time, lump sum retention payment in the amount of 0.90% of their base pay, as Off-Salary-Schedule Pay per section 571(a) of Title 2 of the California Code of Regulations, to be issued through Payroll and subject to applicable taxes and withholdings, and shall not be considered earnable or pensionable compensation under the California Public Employees' Retirement System.

DIRECT DEPOSIT:

All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

LONGEVITY PAY:

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- ❖ 10 years of service - \$250 paid in a lump sum at time of anniversary.
- ❖ 15 years of service - \$500 paid in a lump sum at time of anniversary.
- ❖ 20 years of service - \$750 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$1,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$1,250 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$1,750 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$2,000 paid in a lump sum at time of anniversary.

SALARY:

Upon Transfer

Any part-time employee who transfers to another part-time job assignment, including a concurrent assignment, in a different job classification (where the salary range is less than the current

assignment/position), will receive an hourly rate which reflects experience within the new classification at the discretion of the Department Director, or their designee.

ACTING PAY/ADDITIONAL DUTY PAY:

1. Acting Pay may be provided to employees who are formally assigned the duties of a higher-level class for an extended period of time, anticipated to be for a minimum duration of two (2) weeks. Such assignment will be confirmed by the processing of a Personnel Action Form (PAF) by the employee's Department Director. Acting Pay will be five percent (5%) above the employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.
2. Additional Duty Pay may be afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director.

BEREAVEMENT LEAVE:

A non-accruing bank of five (5) days (50 hours) for the bereavement of a "qualified family member" is provided. A "qualified family member" is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member if requested by the Department Director or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

BILINGUAL PAY:

Employees, who are identified as holding status in a "regular" part-time position (as compared to a seasonal or on-call part-time position) are eligible to receive a seventy five dollar (\$75) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English their Department Director deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for bilingual pay.
Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by their Department Director. Eligibility for the opportunity to test for bilingual pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. If an employee is approved for bilingual pay, then later changes assignment,

classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee with no right of appeal.

BREAKS/LUNCH:

For each five (5) hours worked, a twenty (20) minute paid break period will be provided. For each six (6) hours worked, a thirty (30) minute (minimum) unpaid meal break will be provided.

COMMERCIAL DRIVER'S LICENSE:

Employees who are required to have a Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars (\$250) each fiscal year.

COMPUTER LOAN PROGRAM:

Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program listed below:

- ❖ Maximum amount financed is two thousand, five hundred dollars (\$2,500).
- ❖ Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- ❖ Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- ❖ System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- ❖ No game or entertainment software will qualify under this program.
- ❖ Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- ❖ Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- ❖ Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- ❖ The City must approve in advance all purchases for equipment under this program.
- ❖ A written agreement between the City and participant is required to participate in this program.
- ❖ Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

COURT APPEARANCE COMPENSATION:

Part-time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for court time when the employee is subpoenaed.

DEFERRED COMPENSATION PLAN:

Employees may voluntarily contribute to the City's 457 deferred compensation program. Contributions will be made to a Roth IRA plan.

HEALTH INSURANCE (AFFORDABLE CARE ACT):

Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week are eligible to enroll in the City's health insurance plan upon hire. For part-time employees, whose schedule is assigned to be less than thirty (30) hours per week, hours will be measured on an annual basis. If a part-time employee's hours average thirty (30) hours or more per week during the measurement period, this employee will be eligible to enroll in the City's health insurance plan during open enrollment each year.

The City will contribute a subsidy amount, which will be calculated based on the employee's hourly rate of pay. The subsidy is calculated at the time of enrollment, and annually thereafter.

The total monthly cost of the health insurance plan chosen by the employee, minus the City's subsidy amount will become the out-of-pocket cost that will be deducted from the employee's pay on a bi-weekly basis. Health insurance premiums will be paid by the employee one month in advance in compliance with insurer's billing.

HIRING INCENTIVE:

For difficult to fill positions, new employees may be eligible to receive an incentive of five hundred dollars (\$500) upon hire, and an additional five hundred dollars (\$500) upon their one-year anniversary with Outstanding Performance.

HOLIDAYS:

Part-time employees may receive a paid holiday benefit. Part-time employees must hold a "regular" part-time position and are assigned on a regular and consistent basis to work 20 hours or more per week (as compared to a seasonal or on-call part-time position).

The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City. Verification of a part-time employee's eligibility will be conducted by each departments' Management Analyst prior to paying this holiday benefit to ensure compliance with the provision of this benefit.

The City has designated twelve (12) 5-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Employees who work on a holiday will be paid the allowed holiday hours at the straight time hourly rate in addition to their regular worked hours.

MILEAGE REIMBURSEMENT:

The City agrees to reimburse employees authorized by their Department Director for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

MILITARY LEAVE:

Part-time employees receive compensation for military leave in compliance with applicable state and federal laws. A part-time employee shall be entitled to return to their City position at the conclusion of the Active Military Duty, as provided by law.

OVERTIME:

Part-time employees who work more than forty (40) hours per work week will be automatically paid overtime at time and one-half for all hours worked over the 40 hour per week maximum.

The only exception to this requirement is “seasonal” employees. Seasonal employees may be requested by the City to work more than forty (40) hours per week and will be paid for the hours over 40 at their regular pay rate (not at time and one-half).

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- ❖ \$2,000 at hire + \$500 at time of completion of probation.

***NOTE:** Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of “Recruiter”. In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief’s review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

RETIREMENT:

For Non-CalPERS Members

In 1990, Congress passed the Omnibus Budget and Reconciliation Act (OBRA), which required all local governments to establish a retirement plan for their part-time employees. The City has established a 457 Deferred Compensation Plan, which works as a savings account, to meet this requirement. Employees are required to contribute 7.5% of their pre-tax earnings to the City’s 457 Deferred Compensation Plan.

For CalPERS Members

The City has a 3-tier retirement benefit as follows:

Plan for sworn personnel:

- A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation.
- B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation.
- C. 2.7% at age 57 (PEPRA), if entering CalPERS membership on or after January 1, 2013, with a 3-year average final compensation.

Plan for non-sworn personnel:

- A. 2.7% at age 55 if hired before July 1, 2011, with the single highest year final compensation.
- B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
- C. 2% at age 62 (PEPRA), if entering CalPERS membership on or after January 1, 2013, with a 3-year average final compensation.

Sworn and non-sworn personnel:

Pre-Tax Contribution – All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRC section 414 (h)(2) and CalPERS guidelines.

The City provides the Fourth Level 1959 Survivor Benefits.

For Retired Annuitants:

There is no requirement for a retired annuitant to contribute to a 457 Deferred Compensation Plan nor to CalPERS.

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

In compliance with IRS regulations, Retirement Health Savings Plan participation will be suspended for any formerly retired City employee who works in the capacity of a part-time employee.

COMPENSATION ADJUSTMENTS (Overpayments, Recovery, and Underpayments):

All adjustments to an employee's pay will be made at the start of the pay period in which the pay adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative prepayment method may be requested by the employee and are subject to the approval of the director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situation involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

SICK LEAVE:

All part-time employees (excluding Retired Annuitants)

All part-time employees are credited with forty (40) hours of Sick Leave at time of hire (which may be used after the 90th day of employment) and every July 1st thereafter. These sick leave hours are capped at eighty (80) hours. These hours will cease to be credited if the part-time employee qualifies for Regular Part-time Sick Leave.

Regular Part-time Sick Leave

To qualify for regular part-time sick leave benefits of five (5) hours per month, part-time employees must meet the following standards:

- ❖ Complete one (1) year of service with the City. During this period, the part-time employee must hold a "regular" part-time position (as compared to a seasonal or on-call part-time position). The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City.
- ❖ Work twenty (20) hours or more per week on a regular and consistent basis (not including overtime).
- ❖ Maintain an overall performance review rating of "Meets Standards", or better, to be reevaluated upon the end of a special evaluation period.
- ❖ In the event that a part-time employee is approved to accrue regular part-time Sick Leave benefits on a monthly basis, and then at some future point, does not meet all of the standards as outlined in this section due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit is required.

Unused Sick Leave will be accumulated and carried over from one year to the next. The maximum accrual of unused Sick Leave is 480 hours. Sick Leave may be used as time off only due to illness. This time may not be sold back to the City.

If a part-time employee is approved to accrue monthly regular part-time Sick Leave benefits, and then at some future point does not meet all the standards as outlined in this section, due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit will be required. Upon qualification of Sick Leave benefit, the employee's sick leave bank will be reinstated.

Part-time Sick Leave upon changing from Full-time to Part-time

If a full-time employee changes status and becomes a part-time employee, their full-time Sick Leave bank will be cashed out at the appropriate amount based on years of service at the time they become part-time. Any remaining hours will be suspended. These hours are not eligible to be donated to other employees. Employees will be provided a part-time Sick Leave bank of 24 hours which may be used

immediately. No further Sick Leave will be earned unless the employee meets the criteria for accruing at the regular part-time Sick Leave rate. If this employee subsequently returns to full-time employment with the City of Chino within one (1) year, the full-time Sick Leave bank will be reinstated. Otherwise, hours remaining in the full-time Sick Leave bank will be removed from the records without further consideration.

Upon notice of resignation or retirement from the City, all sick leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours.

SPECIAL DETAIL PAY:

Part-Time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for assigned contract paid details and all special details including vacation house check, youth ride along, special patrol and special investigations.

UNIFORM - CLOTHING/CLEANING ALLOWANCE:

Part-Time Police Officer and Reserve Police Officer – The City shall provide an annual allowance of \$192.50 which will be paid in August. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Community Services Staff – The City shall provide uniforms as required.

Also see Work Boots and Work Shoes in this Compensation and Benefit Plan.

WORK BOOTS AND WORK SHOES:

Eligible employees (Building Inspector, Code Compliance Inspector I/II, Customer Service Representative I/II, Equipment Mechanic, Equipment Mechanic Aide, Equipment Mechanic Trainee, Facilities Worker, Maintenance Worker, Maintenance Worker Trainee, and Storekeeper Aide) will receive a one hundred and fifty dollar (\$150) work boots/work shoes allowance in first paycheck upon hire and annually thereafter on the first paycheck in January. These funds will be used by the employee for the purchase of safety-related work boots or work shoes.

With supervisor approval, an employee may request compensation for an additional pair of boots/shoes each year. Their Supervisor will be required to inform the Finance Department/Payroll to process an additional payment of one hundred and fifty dollars (\$150).

WORKERS' COMPENSATION:

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury, employees will use Accrued Leave, if any, for regular salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the average regular salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days, the City will credit the employee for the first 3 days of Accrued Leave used. If hospitalization is required, the first, second, and third days' salary are paid by the City through the Workers' Compensation program.

Sworn Employees receive 100% salary plus benefits continuation for a period of one year.

SAVINGS CLAUSE:

Should any clause in this Compensation and Benefit Plan be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Compensation and Benefit Plan will remain in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:

All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

IMPLEMENTATION:

These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

**Part-Time Employees Classification Plan and Compensation Schedule
Effective 02/02/2026 (3% COLA)**

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Accounting Technician	30	Hourly	\$ 31.31	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06
		Monthly	\$ 5,427.07	\$ 5,699.20	\$ 5,983.47	\$ 6,283.33	\$ 6,597.07
		Annually	\$ 65,124.80	\$ 68,390.40	\$ 71,801.60	\$ 75,400.00	\$ 79,164.80
Administrative Assistant	30	Hourly	\$ 31.31	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06
		Monthly	\$ 5,427.07	\$ 5,699.20	\$ 5,983.47	\$ 6,283.33	\$ 6,597.07
		Annually	\$ 65,124.80	\$ 68,390.40	\$ 71,801.60	\$ 75,400.00	\$ 79,164.80
Background Investigator	38	Hourly	\$ 38.15	\$ 40.06	\$ 42.06	\$ 44.17	\$ 46.37
		Monthly	\$ 6,612.67	\$ 6,943.73	\$ 7,290.40	\$ 7,656.13	\$ 8,037.47
		Annually	\$ 79,352.00	\$ 83,324.80	\$ 87,484.80	\$ 91,873.60	\$ 96,449.60
Broadcast Associate	21	Hourly	\$ 25.07	\$ 26.33	\$ 27.64	\$ 29.03	\$ 30.48
		Monthly	\$ 4,345.47	\$ 4,563.87	\$ 4,790.93	\$ 5,031.87	\$ 5,283.20
		Annually	\$ 52,145.60	\$ 54,766.40	\$ 57,491.20	\$ 60,382.40	\$ 63,398.40
Building Inspector	39	Hourly	\$ 39.11	\$ 41.06	\$ 43.11	\$ 45.27	\$ 47.53
		Monthly	\$ 6,779.07	\$ 7,117.07	\$ 7,472.40	\$ 7,846.80	\$ 8,238.53
		Annually	\$ 81,348.80	\$ 85,404.80	\$ 89,668.80	\$ 94,161.60	\$ 98,862.40
Case Manager I	29	Hourly	\$ 30.55	\$ 32.08	\$ 33.68	\$ 35.36	\$ 37.13
		Monthly	\$ 5,295.33	\$ 5,560.53	\$ 5,837.87	\$ 6,129.07	\$ 6,435.87
		Annually	\$ 63,544.00	\$ 66,726.40	\$ 70,054.40	\$ 73,548.80	\$ 77,230.40
Case Manager II	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Clerical Aide	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Code Compliance Inspector I	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Code Compliance Inspector II	39	Hourly	\$ 39.11	\$ 41.06	\$ 43.11	\$ 45.27	\$ 47.53
		Monthly	\$ 6,779.07	\$ 7,117.07	\$ 7,472.40	\$ 7,846.80	\$ 8,238.53
		Annually	\$ 81,348.80	\$ 85,404.80	\$ 89,668.80	\$ 94,161.60	\$ 98,862.40
Counselor I	28	Hourly	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.50	\$ 36.23
		Monthly	\$ 5,162.33	\$ 5,423.60	\$ 5,695.73	\$ 5,980.00	\$ 6,279.87
		Annually	\$ 61,948.00	\$ 65,083.20	\$ 68,348.80	\$ 71,760.00	\$ 75,358.40
Counselor II	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Counselor III	55	Hourly	\$ 58.05	\$ 60.95	\$ 64.00	\$ 67.20	\$ 70.56
		Monthly	\$ 10,062.00	\$ 10,564.67	\$ 11,093.33	\$ 11,648.00	\$ 12,230.42
		Annually	\$ 120,744.00	\$ 126,776.00	\$ 133,120.00	\$ 139,776.00	\$ 146,765.00
Crime Analyst	40	Hourly	\$ 40.08	\$ 42.09	\$ 44.19	\$ 46.40	\$ 48.72
		Monthly	\$ 6,947.20	\$ 7,295.60	\$ 7,659.60	\$ 8,042.67	\$ 8,444.83
		Annually	\$ 83,366.40	\$ 87,547.20	\$ 91,915.20	\$ 96,512.00	\$ 101,338.00
Crime Prevention & Community Outreach Specialist	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.50	\$ 36.23
		Monthly	\$ 5,162.33	\$ 5,423.60	\$ 5,695.73	\$ 5,980.00	\$ 6,279.87
		Annually	\$ 61,948.00	\$ 65,083.20	\$ 68,348.80	\$ 71,760.00	\$ 75,358.40

Community Services, Parks & Recreation Coordinator	37	Hourly	\$ 37.22	\$ 39.08	\$ 41.04	\$ 43.09	\$ 45.24
		Monthly	\$ 6,451.47	\$ 6,773.87	\$ 7,113.60	\$ 7,468.93	\$ 7,841.60
		Annually	\$ 77,417.60	\$ 81,286.40	\$ 85,363.20	\$ 89,627.20	\$ 94,099.20
Community Services, Parks & Recreation Leader	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.50	\$ 36.23
		Monthly	\$ 5,162.33	\$ 5,423.60	\$ 5,695.73	\$ 5,980.00	\$ 6,279.87
		Annually	\$ 61,948.00	\$ 65,083.20	\$ 68,348.80	\$ 71,760.00	\$ 75,358.40
Community Services, Parks & Recreation Specialist	26	Hourly	\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48
		Monthly	\$ 4,917.47	\$ 5,163.60	\$ 5,421.87	\$ 5,692.27	\$ 5,976.53
		Annually	\$ 59,009.60	\$ 61,963.20	\$ 65,062.40	\$ 68,307.20	\$ 71,718.40
Customer Service Representative I	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Customer Service Representative II	22	Hourly	\$ 25.70	\$ 26.99	\$ 28.33	\$ 29.75	\$ 31.24
		Monthly	\$ 4,454.67	\$ 4,678.27	\$ 4,910.53	\$ 5,156.67	\$ 5,414.93
		Annually	\$ 53,456.00	\$ 56,139.20	\$ 58,926.40	\$ 61,880.00	\$ 64,979.20
Engineering Technician	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Environmental Compliance Technician	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Equipment Mechanic	30	Hourly	\$ 31.31	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06
		Monthly	\$ 5,427.07	\$ 5,699.20	\$ 5,983.47	\$ 6,283.33	\$ 6,597.07
		Annually	\$ 65,124.80	\$ 68,390.40	\$ 71,801.60	\$ 75,400.00	\$ 79,164.80
Equipment Mechanic Aide	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Equipment Mechanic Trainee	26	Hourly	\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48
		Monthly	\$ 4,917.47	\$ 5,163.60	\$ 5,421.87	\$ 5,692.27	\$ 5,976.53
		Annually	\$ 59,009.60	\$ 61,963.20	\$ 65,062.40	\$ 68,307.20	\$ 71,718.40
Facilities Worker	19	Hourly	\$ 23.86	\$ 25.06	\$ 26.31	\$ 27.63	\$ 29.01
		Monthly	\$ 4,135.73	\$ 4,343.73	\$ 4,560.40	\$ 4,789.20	\$ 5,028.40
		Annually	\$ 49,628.80	\$ 52,124.80	\$ 54,724.80	\$ 57,470.40	\$ 60,340.80
Grounds Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Group Facilitator	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Helicopter Pilot	71	Hourly	\$ 50.84	\$ 53.38	\$ 56.05	\$ 58.85	\$ 61.80
		Monthly	\$ 8,812.27	\$ 9,252.53	\$ 9,715.33	\$ 10,200.67	\$ 10,712.00
		Annually	\$ 105,747.20	\$ 111,030.40	\$ 116,584.00	\$ 122,408.00	\$ 128,544.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 42.08		\$ 48.40		\$ 55.66
		Monthly	\$ 7,295.33		\$ 8,389.58		\$ 9,648.08
		Annually	\$ 87,544.00		\$ 100,675.00		\$ 115,777.00

Human Resources Specialist I	32	Hourly	\$ 32.90	\$ 34.54	\$ 36.27	\$ 38.08	\$ 39.99
		Monthly	\$ 5,702.67	\$ 5,986.93	\$ 6,286.80	\$ 6,600.53	\$ 6,931.60
		Annually	\$ 68,432.00	\$ 71,843.20	\$ 75,441.60	\$ 79,206.40	\$ 83,179.20
Human Resources Specialist II	36	Hourly	\$ 36.31	\$ 38.13	\$ 40.04	\$ 42.04	\$ 44.14
		Monthly	\$ 6,293.73	\$ 6,609.20	\$ 6,940.27	\$ 7,286.93	\$ 7,650.93
		Annually	\$ 75,524.80	\$ 79,310.40	\$ 83,283.20	\$ 87,443.20	\$ 91,811.20
Information Technology Analyst	M16	Hourly	\$ 41.06		\$ 47.22		\$ 54.30
		Monthly	\$ 7,117.42		\$ 8,185.00		\$ 9,412.75
		Annually	\$ 85,409.00		\$ 98,220.00		\$ 112,953.00
Information Technology Specialist I	31	Hourly	\$ 32.10	\$ 33.70	\$ 35.39	\$ 37.15	\$ 39.01
		Monthly	\$ 5,564.00	\$ 5,841.33	\$ 6,134.27	\$ 6,439.33	\$ 6,761.73
		Annually	\$ 66,768.00	\$ 70,096.00	\$ 73,611.20	\$ 77,272.00	\$ 81,140.80
Information Technology Specialist II	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Maintenance Worker Trainee	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Management Aide	34	Hourly	\$ 34.56	\$ 36.29	\$ 38.11	\$ 40.01	\$ 42.01
		Monthly	\$ 5,990.40	\$ 6,290.27	\$ 6,605.73	\$ 6,935.07	\$ 7,281.73
		Annually	\$ 71,884.80	\$ 75,483.20	\$ 79,268.80	\$ 83,220.80	\$ 87,380.80
Management Assistant	42	Hourly	\$ 42.11	\$ 44.22	\$ 46.43	\$ 48.75	\$ 51.19
		Monthly	\$ 7,299.07	\$ 7,664.80	\$ 8,047.87	\$ 8,450.00	\$ 8,872.93
		Annually	\$ 87,588.80	\$ 91,977.60	\$ 96,574.40	\$ 101,400.00	\$ 106,475.20
Management Intern	20	Hourly	\$ 24.46	\$ 25.68	\$ 26.97	\$ 28.32	\$ 29.73
		Monthly	\$ 4,239.73	\$ 4,451.20	\$ 4,674.80	\$ 4,908.80	\$ 5,153.20
		Annually	\$ 50,876.80	\$ 53,414.40	\$ 56,097.60	\$ 58,905.60	\$ 61,838.40
Permit Technician	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Planning Technician	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Police Cadet	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Police Officer	7220	Hourly	\$ 45.74	\$ 48.03	\$ 50.43	\$ 52.96	\$ 55.60
		Monthly	\$ 7,928.27	\$ 8,325.20	\$ 8,741.20	\$ 9,179.73	\$ 9,637.33
		Annually	\$ 95,139.20	\$ 99,902.40	\$ 104,894.40	\$110,156.80	\$115,648.00
Police Payroll Assistant	23	Hourly	\$ 26.34	\$ 27.66	\$ 29.04	\$ 30.49	\$ 32.02
		Monthly	\$ 4,565.60	\$ 4,794.40	\$ 5,033.60	\$ 5,284.93	\$ 5,550.13
		Annually	\$ 54,787.20	\$ 57,532.80	\$ 60,403.20	\$ 63,419.20	\$ 66,601.60
Police Records Technician	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60

Police Service Officer I	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.87	\$ 5,037.07	\$ 5,288.40	\$ 5,553.60	\$ 5,830.93
		Annually	\$ 57,574.40	\$ 60,444.80	\$ 63,460.80	\$ 66,643.20	\$ 69,971.20
Police Service Officer II	31	Hourly	\$ 32.10	\$ 33.70	\$ 35.39	\$ 37.15	\$ 39.01
		Monthly	\$ 5,564.00	\$ 5,841.33	\$ 6,134.27	\$ 6,439.33	\$ 6,761.73
		Annually	\$ 66,768.00	\$ 70,096.00	\$ 73,611.20	\$ 77,272.00	\$ 81,140.80
Property & Evidence Technician	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.87	\$ 5,037.07	\$ 5,288.40	\$ 5,553.60	\$ 5,830.93
		Annually	\$ 57,574.40	\$ 60,444.80	\$ 63,460.80	\$ 66,643.20	\$ 69,971.20
Public Safety Dispatcher I	29	Hourly	\$ 30.55	\$ 32.08	\$ 33.68	\$ 35.36	\$ 37.13
		Monthly	\$ 5,295.33	\$ 5,560.53	\$ 5,837.87	\$ 6,129.07	\$ 6,435.87
		Annually	\$ 63,544.00	\$ 66,726.40	\$ 70,054.40	\$ 73,548.80	\$ 77,230.40
Public Safety Dispatcher II	33	Hourly	\$ 34.68	\$ 36.41	\$ 38.23	\$ 40.14	\$ 42.15
		Monthly	\$ 6,010.92	\$ 6,311.42	\$ 6,626.92	\$ 6,958.33	\$ 7,306.27
		Annually	\$ 72,131.00	\$ 75,737.00	\$ 79,523.00	\$ 83,500.00	\$ 87,675.00
Range Master	46	Hourly	\$ 46.48	\$ 48.81	\$ 51.25	\$ 53.81	\$ 56.50
		Monthly	\$ 8,056.53	\$ 8,460.40	\$ 8,883.33	\$ 9,327.07	\$ 9,793.33
		Annually	\$ 96,678.40	\$ 101,524.80	\$ 106,600.00	\$ 111,924.80	\$ 117,520.00
Reserve Police Officer	7641	Hourly	\$ 20.04	\$ 21.06	\$ 22.13	\$ 23.26	\$ 24.42
		Monthly	\$ 3,473.60	\$ 3,650.40	\$ 3,835.87	\$ 4,031.73	\$ 4,232.80
		Annually	\$ 41,683.20	\$ 43,804.80	\$ 46,030.40	\$ 48,380.80	\$ 50,793.60
Reserve Police Officer Special Detail	N/A	Hourly	\$ 41.93	\$ 44.03	\$ 46.23	\$ 48.54	\$ 50.97
		Monthly	\$ 7,267.87	\$ 7,631.87	\$ 8,013.20	\$ 8,413.60	\$ 8,834.80
		Annually	\$ 87,214.40	\$ 91,582.40	\$ 96,158.40	\$ 100,963.20	\$ 106,017.60
Special Projects Administrator	7643	Hourly	\$ 26.78				\$ 160.68
		Monthly	\$ 4,641.87				\$ 27,851.17
		Annually	\$ 55,702.40				\$ 334,214.00
Storekeeper Aide	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Streets Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Student Intern	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Wastewater Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60

**Part-Time Employees Classification Plan and Compensation Schedule
Effective 07/01/2026 (3% COLA)**

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Accounting Technician	30	Hourly	\$ 32.25	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.20
		Monthly	\$ 5,590.00	\$ 5,870.80	\$ 6,163.73	\$ 6,472.27	\$ 6,794.67
		Annually	\$ 67,080.00	\$ 70,449.60	\$ 73,964.80	\$ 77,667.20	\$ 81,536.00
Administrative Assistant	30	Hourly	\$ 32.25	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.20
		Monthly	\$ 5,590.00	\$ 5,870.80	\$ 6,163.73	\$ 6,472.27	\$ 6,794.67
		Annually	\$ 67,080.00	\$ 70,449.60	\$ 73,964.80	\$ 77,667.20	\$ 81,536.00
Background Investigator	38	Hourly	\$ 39.29	\$ 41.26	\$ 43.32	\$ 45.50	\$ 47.76
		Monthly	\$ 6,810.27	\$ 7,151.73	\$ 7,508.80	\$ 7,886.67	\$ 8,278.40
		Annually	\$ 81,723.20	\$ 85,820.80	\$ 90,105.60	\$ 94,640.00	\$ 99,340.80
Broadcast Associate	21	Hourly	\$ 25.82	\$ 27.12	\$ 28.47	\$ 29.90	\$ 31.39
		Monthly	\$ 4,475.47	\$ 4,700.80	\$ 4,934.80	\$ 5,182.67	\$ 5,440.93
		Annually	\$ 53,705.60	\$ 56,409.60	\$ 59,217.60	\$ 62,192.00	\$ 65,291.20
Building Inspector	39	Hourly	\$ 40.28	\$ 42.29	\$ 44.40	\$ 46.63	\$ 48.96
		Monthly	\$ 6,981.87	\$ 7,330.27	\$ 7,696.00	\$ 8,082.53	\$ 8,486.40
		Annually	\$ 83,782.40	\$ 87,963.20	\$ 92,352.00	\$ 96,990.40	\$ 101,836.80
Case Manager I	29	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.42	\$ 38.24
		Monthly	\$ 5,454.80	\$ 5,726.93	\$ 6,012.93	\$ 6,312.80	\$ 6,628.27
		Annually	\$ 65,457.60	\$ 68,723.20	\$ 72,155.20	\$ 75,753.60	\$ 79,539.20
Case Manager II	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.30	\$ 40.21	\$ 42.22
		Monthly	\$ 6,019.87	\$ 6,321.47	\$ 6,638.67	\$ 6,969.73	\$ 7,318.13
		Annually	\$ 72,238.40	\$ 75,857.60	\$ 79,664.00	\$ 83,636.80	\$ 87,817.60
Clerical Aide	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Code Compliance Inspector I	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Code Compliance Inspector II	39	Hourly	\$ 40.28	\$ 42.29	\$ 44.40	\$ 46.63	\$ 48.96
		Monthly	\$ 6,981.87	\$ 7,330.27	\$ 7,696.00	\$ 8,082.53	\$ 8,486.40
		Annually	\$ 83,782.40	\$ 87,963.20	\$ 92,352.00	\$ 96,990.40	\$ 101,836.80
Counselor I	28	Hourly	\$ 30.69	\$ 32.23	\$ 33.85	\$ 35.54	\$ 37.32
		Monthly	\$ 5,319.60	\$ 5,586.53	\$ 5,867.33	\$ 6,160.27	\$ 6,468.80
		Annually	\$ 63,835.20	\$ 67,038.40	\$ 70,408.00	\$ 73,923.20	\$ 77,625.60
Counselor II	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Counselor III	55	Hourly	\$ 59.79	\$ 62.78	\$ 65.92	\$ 69.22	\$ 72.68
		Monthly	\$ 10,363.60	\$ 10,881.87	\$ 11,426.13	\$ 11,998.13	\$ 12,597.87
		Annually	\$ 124,363.20	\$ 130,582.40	\$ 137,113.60	\$ 143,977.60	\$ 151,174.40
Crime Analyst	40	Hourly	\$ 41.28	\$ 43.35	\$ 45.52	\$ 47.79	\$ 50.18
		Monthly	\$ 7,155.20	\$ 7,514.00	\$ 7,890.13	\$ 8,283.60	\$ 8,697.87
		Annually	\$ 85,862.40	\$ 90,168.00	\$ 94,681.60	\$ 99,403.20	\$ 104,374.40
Crime Prevention & Community Outreach Specialist	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.30	\$ 40.21	\$ 42.22
		Monthly	\$ 6,019.87	\$ 6,321.47	\$ 6,638.67	\$ 6,969.73	\$ 7,318.13
		Annually	\$ 72,238.40	\$ 75,857.60	\$ 79,664.00	\$ 83,636.80	\$ 87,817.60
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	\$ 30.69	\$ 32.23	\$ 33.85	\$ 35.54	\$ 37.32
		Monthly	\$ 5,319.60	\$ 5,586.53	\$ 5,867.33	\$ 6,160.27	\$ 6,468.80
		Annually	\$ 63,835.20	\$ 67,038.40	\$ 70,408.00	\$ 73,923.20	\$ 77,625.60

Community Services, Parks & Recreation Coordinator	37	Hourly	\$ 38.34	\$ 40.25	\$ 42.27	\$ 44.38	\$ 46.60
		Monthly	\$ 6,645.60	\$ 6,976.67	\$ 7,326.80	\$ 7,692.53	\$ 8,077.33
		Annually	\$ 79,747.20	\$ 83,720.00	\$ 87,921.60	\$ 92,310.40	\$ 96,928.00
Community Services, Parks & Recreation Leader	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	\$ 30.69	\$ 32.23	\$ 33.85	\$ 35.54	\$ 37.32
		Monthly	\$ 5,319.60	\$ 5,586.53	\$ 5,867.33	\$ 6,160.27	\$ 6,468.80
		Annually	\$ 63,835.20	\$ 67,038.40	\$ 70,408.00	\$ 73,923.20	\$ 77,625.60
Community Services, Parks & Recreation Specialist	26	Hourly	\$ 29.22	\$ 30.68	\$ 32.22	\$ 33.83	\$ 35.51
		Monthly	\$ 5,064.80	\$ 5,317.87	\$ 5,584.80	\$ 5,863.87	\$ 6,155.07
		Annually	\$ 60,777.60	\$ 63,814.40	\$ 67,017.60	\$ 70,366.40	\$ 73,860.80
Customer Service Representative I	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Customer Service Representative II	22	Hourly	\$ 26.47	\$ 27.80	\$ 29.18	\$ 30.64	\$ 32.18
		Monthly	\$ 4,588.13	\$ 4,818.67	\$ 5,057.87	\$ 5,310.93	\$ 5,577.87
		Annually	\$ 55,057.60	\$ 57,824.00	\$ 60,694.40	\$ 63,731.20	\$ 66,934.40
Engineering Technician	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Environmental Compliance Technician	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Equipment Mechanic	30	Hourly	\$ 32.25	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.20
		Monthly	\$ 5,590.00	\$ 5,870.80	\$ 6,163.73	\$ 6,472.27	\$ 6,794.67
		Annually	\$ 67,080.00	\$ 70,449.60	\$ 73,964.80	\$ 77,667.20	\$ 81,536.00
Equipment Mechanic Aide	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Equipment Mechanic Trainee	26	Hourly	\$ 29.22	\$ 30.68	\$ 32.22	\$ 33.83	\$ 35.51
		Monthly	\$ 5,064.80	\$ 5,317.87	\$ 5,584.80	\$ 5,863.87	\$ 6,155.07
		Annually	\$ 60,777.60	\$ 63,814.40	\$ 67,017.60	\$ 70,366.40	\$ 73,860.80
Facilities Worker	19	Hourly	\$ 24.58	\$ 25.81	\$ 27.10	\$ 28.46	\$ 29.88
		Monthly	\$ 4,260.53	\$ 4,473.73	\$ 4,697.33	\$ 4,933.07	\$ 5,179.20
		Annually	\$ 51,126.40	\$ 53,684.80	\$ 56,368.00	\$ 59,196.80	\$ 62,150.40
Grounds Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,844.80	\$ 60,736.00	\$ 63,772.80	\$ 66,976.00	\$ 70,304.00
Group Facilitator	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Helicopter Pilot	71	Hourly	\$ 52.37	\$ 54.98	\$ 57.73	\$ 60.62	\$ 63.65
		Monthly	\$ 9,077.47	\$ 9,529.87	\$ 10,006.53	\$ 10,507.47	\$ 11,032.67
		Annually	\$ 108,929.60	\$ 114,358.40	\$ 120,078.40	\$ 126,089.60	\$ 132,392.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 43.35		\$ 49.85		\$ 57.33
		Monthly	\$ 7,514.17		\$ 8,641.25		\$ 9,937.50
		Annually	\$ 90,170.00		\$ 103,695.00		\$ 119,250.00

Human Resources Specialist I	32	Hourly	\$ 33.89	\$ 35.58	\$ 37.36	\$ 39.22	\$ 41.19
		Monthly	\$ 5,874.27	\$ 6,167.20	\$ 6,475.73	\$ 6,798.13	\$ 7,139.60
		Annually	\$ 70,491.20	\$ 74,006.40	\$ 77,708.80	\$ 81,577.60	\$ 85,675.20
Human Resources Specialist II	36	Hourly	\$ 37.40	\$ 39.27	\$ 41.24	\$ 43.30	\$ 45.46
		Monthly	\$ 6,482.67	\$ 6,806.80	\$ 7,148.27	\$ 7,505.33	\$ 7,879.73
		Annually	\$ 77,792.00	\$ 81,681.60	\$ 85,779.20	\$ 90,064.00	\$ 94,556.80
Information Technology Analyst	M16	Hourly	\$ 42.29		\$ 48.64		\$ 55.93
		Monthly	\$ 7,330.92		\$ 8,430.58		\$ 9,695.17
		Annually	\$ 87,971.00		\$ 101,167.00		\$ 116,342.00
Information Technology Specialist I	31	Hourly	\$ 33.06	\$ 34.71	\$ 36.45	\$ 38.26	\$ 40.18
		Monthly	\$ 5,730.40	\$ 6,016.40	\$ 6,318.00	\$ 6,631.73	\$ 6,964.53
		Annually	\$ 68,764.80	\$ 72,196.80	\$ 75,816.00	\$ 79,580.80	\$ 83,574.40
Information Technology Specialist II	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,844.80	\$ 60,736.00	\$ 63,772.80	\$ 66,976.00	\$ 70,304.00
Maintenance Worker Trainee	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Management Aide	34	Hourly	\$ 35.60	\$ 37.38	\$ 39.25	\$ 41.21	\$ 43.27
		Monthly	\$ 6,170.67	\$ 6,479.20	\$ 6,803.33	\$ 7,143.07	\$ 7,500.13
		Annually	\$ 74,048.00	\$ 77,750.40	\$ 81,640.00	\$ 85,716.80	\$ 90,001.60
Management Assistant	42	Hourly	\$ 43.37	\$ 45.55	\$ 47.82	\$ 50.21	\$ 52.73
		Monthly	\$ 7,517.47	\$ 7,895.33	\$ 8,288.80	\$ 8,703.07	\$ 9,139.87
		Annually	\$ 90,209.60	\$ 94,744.00	\$ 99,465.60	\$ 104,436.80	\$ 109,678.40
Management Intern	20	Hourly	\$ 25.19	\$ 26.45	\$ 27.78	\$ 29.17	\$ 30.62
		Monthly	\$ 4,366.27	\$ 4,584.67	\$ 4,815.20	\$ 5,056.13	\$ 5,307.47
		Annually	\$ 52,395.20	\$ 55,016.00	\$ 57,782.40	\$ 60,673.60	\$ 63,689.60
Permit Technician	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.30	\$ 40.21	\$ 42.22
		Monthly	\$ 6,019.87	\$ 6,321.47	\$ 6,638.67	\$ 6,969.73	\$ 7,318.13
		Annually	\$ 72,238.40	\$ 75,857.60	\$ 79,664.00	\$ 83,636.80	\$ 87,817.60
Planning Technician	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.30	\$ 40.21	\$ 42.22
		Monthly	\$ 6,019.87	\$ 6,321.47	\$ 6,638.67	\$ 6,969.73	\$ 7,318.13
		Annually	\$ 72,238.40	\$ 75,857.60	\$ 79,664.00	\$ 83,636.80	\$ 87,817.60
Police Cadet	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Police Officer	7220	Hourly	\$ 47.11	\$ 49.47	\$ 51.94	\$ 54.55	\$ 57.27
		Monthly	\$ 8,165.73	\$ 8,574.80	\$ 9,002.93	\$ 9,455.33	\$ 9,926.80
		Annually	\$ 97,988.80	\$ 102,897.60	\$ 108,035.20	\$113,464.00	\$119,121.60
Police Payroll Assistant	23	Hourly	\$ 27.13	\$ 28.49	\$ 29.91	\$ 31.40	\$ 32.98
		Monthly	\$ 4,702.53	\$ 4,938.27	\$ 5,184.40	\$ 5,442.67	\$ 5,716.53
		Annually	\$ 56,430.40	\$ 59,259.20	\$ 62,212.80	\$ 65,312.00	\$ 68,598.40
Police Records Technician	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,844.80	\$ 60,736.00	\$ 63,772.80	\$ 66,976.00	\$ 70,304.00

Police Service Officer I	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Police Service Officer II	31	Hourly	\$ 33.06	\$ 34.71	\$ 36.45	\$ 38.26	\$ 40.18
		Monthly	\$ 5,730.40	\$ 6,016.40	\$ 6,318.00	\$ 6,631.73	\$ 6,964.53
		Annually	\$ 68,764.80	\$ 72,196.80	\$ 75,816.00	\$ 79,580.80	\$ 83,574.40
Property & Evidence Technician	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Public Safety Dispatcher I	29	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.43	\$ 38.25
		Monthly	\$ 5,454.00	\$ 5,726.75	\$ 6,013.08	\$ 6,313.67	\$ 6,629.42
		Annually	\$ 65,448.00	\$ 68,721.00	\$ 72,157.00	\$ 75,764.00	\$ 79,553.00
Public Safety Dispatcher II	33	Hourly	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.35	\$ 43.42
		Monthly	\$ 6,191.25	\$ 6,500.75	\$ 6,825.75	\$ 7,167.08	\$ 7,525.42
		Annually	\$ 74,295.00	\$ 78,009.00	\$ 81,909.00	\$ 86,005.00	\$ 90,305.00
Range Master	46	Hourly	\$ 47.87	\$ 50.27	\$ 52.79	\$ 55.42	\$ 58.20
		Monthly	\$ 8,297.47	\$ 8,713.47	\$ 9,150.27	\$ 9,606.13	\$ 10,088.00
		Annually	\$ 99,569.60	\$ 104,561.60	\$ 109,803.20	\$ 115,273.60	\$ 121,056.00
Reserve Police Officer	7641	Hourly	\$ 20.64	\$ 21.69	\$ 22.79	\$ 23.96	\$ 25.15
		Monthly	\$ 3,577.60	\$ 3,759.60	\$ 3,950.27	\$ 4,153.07	\$ 4,359.33
		Annually	\$ 42,931.20	\$ 45,115.20	\$ 47,403.20	\$ 49,836.80	\$ 52,312.00
Reserve Police Officer Special Detail	N/A	Hourly	\$ 43.19	\$ 45.35	\$ 47.62	\$ 50.00	\$ 52.50
		Monthly	\$ 7,486.27	\$ 7,860.67	\$ 8,254.13	\$ 8,666.67	\$ 9,100.00
		Annually	\$ 89,835.20	\$ 94,328.00	\$ 99,049.60	\$ 104,000.00	\$ 109,200.00
Special Projects Administrator	7643	Hourly	\$ 27.58				\$ 165.50
		Monthly	\$ 4,780.53				\$ 28,686.67
		Annually	\$ 57,366.40				\$ 344,240.00
Storekeeper Aide	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Streets Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00
Student Intern	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Wastewater Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00

RESOLUTION NO. 2026-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING THE CITY'S CLASSIFICATION PLANS AND COMPENSATION SCHEDULES FOR THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION, UNREPRESENTED MANAGEMENT, AND PART-TIME EMPLOYEES

WHEREAS, the City of Chino is a contracting agency under the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, CalPERS requires that publicly available pay schedules be duly adopted and approved by the employer's governing body in accordance with Title 2, California Code of Regulations ("CCR") § 570.5; and

WHEREAS, the City Council previously adopted Resolution Nos. 2025-079 and 2025-091 approving the Classification Plans and Compensation Schedules for the Chino Police Professional Employees Association ("CPPEA"), Unrepresented Management, and Part-Time Employees; and

WHEREAS, after a compensation review, the Public Safety Dispatcher II, Public Safety Dispatch Supervisor, and Parks and Facilities Manager classifications were identified as requiring salary adjustments; and

WHEREAS, the Classification Plans and Compensation Schedules for CPPEA must be amended to reflect salary adjustments for the Public Safety Dispatcher II classification, effective the beginning of the pay period that includes July 1, 2025 and the beginning of the pay period that includes July 1, 2026; and

WHEREAS, the Classification Plans and Compensation Schedules for Unrepresented Management must be amended to reflect salary adjustments for the Parks and Facilities Manager and Public Safety Dispatch Supervisor classifications, effective February 2, 2026 and the beginning of the pay period that includes July 1, 2026; and

WHEREAS, the Classification Plans and Compensation Schedules for Part-Time Employees must be amended to reflect salary adjustments for the part-time Public Safety Dispatcher II classification, effective February 2, 2026 and the beginning of the pay period that includes July 1, 2026.

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

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

SECTION 3. The City Council hereby approves and adopts the amended Classification Plans and Compensation Schedules for CPPEA, Unrepresented Management, and Part-Time Employees, which are attached hereto as Exhibit A.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 20th day of January, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

EXHIBIT A. Classification Plans and Compensation Schedules for CPPEA, Unrepresented Management, and Part-Time Employees

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

City of Chino
CPPEA Classification Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	\$ 31.31	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06
		Monthly	\$ 5,427.58	\$ 5,698.92	\$ 5,983.83	\$ 6,283.08	\$ 6,597.25
		Annually	\$ 65,131.00	\$ 68,387.00	\$ 71,806.00	\$ 75,397.00	\$ 79,167.00
Crime Analyst	40	Hourly	\$ 40.08	\$ 42.09	\$ 44.19	\$ 46.40	\$ 48.72
		Monthly	\$ 6,947.67	\$ 7,295.08	\$ 7,659.83	\$ 8,042.83	\$ 8,445.00
		Annually	\$ 83,372.00	\$ 87,541.00	\$ 91,918.00	\$ 96,514.00	\$ 101,340.00
Crime Prevention & Community Outreach Specialist	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.92	\$ 6,137.08	\$ 6,443.92	\$ 6,766.17	\$ 7,104.50
		Annually	\$ 70,139.00	\$ 73,645.00	\$ 77,327.00	\$ 81,194.00	\$ 85,254.00
Management Assistant	42	Hourly	\$ 42.11	\$ 44.22	\$ 46.43	\$ 48.75	\$ 51.19
		Monthly	\$ 7,299.42	\$ 7,664.42	\$ 8,047.67	\$ 8,450.00	\$ 8,872.50
		Annually	\$ 87,593.00	\$ 91,973.00	\$ 96,572.00	\$ 101,400.00	\$ 106,470.00
Police Records & Evidence Coordinator	29	Hourly	\$ 30.55	\$ 32.08	\$ 33.68	\$ 35.36	\$ 37.13
		Monthly	\$ 5,295.17	\$ 5,559.92	\$ 5,837.92	\$ 6,129.75	\$ 6,436.33
		Annually	\$ 63,542.00	\$ 66,719.00	\$ 70,055.00	\$ 73,557.00	\$ 77,236.00
Police Records Technician	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.17	\$ 4,914.17	\$ 5,159.83	\$ 5,417.92	\$ 5,688.75
		Annually	\$ 56,162.00	\$ 58,970.00	\$ 61,918.00	\$ 65,015.00	\$ 68,265.00
Police Service Officer I	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.17	\$ 5,037.08	\$ 5,288.92	\$ 5,553.33	\$ 5,831.00
		Annually	\$ 57,566.00	\$ 60,445.00	\$ 63,467.00	\$ 66,640.00	\$ 69,972.00
Police Service Officer II	31	Hourly	\$ 32.10	\$ 33.70	\$ 35.39	\$ 37.15	\$ 39.01
		Monthly	\$ 5,563.17	\$ 5,841.42	\$ 6,133.50	\$ 6,440.17	\$ 6,762.08
		Annually	\$ 66,758.00	\$ 70,097.00	\$ 73,602.00	\$ 77,282.00	\$ 81,145.00
Police Training Coordinator	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.17	\$ 4,914.17	\$ 5,159.83	\$ 5,417.92	\$ 5,688.75
		Annually	\$ 56,162.00	\$ 58,970.00	\$ 61,918.00	\$ 65,015.00	\$ 68,265.00
Property & Evidence Technician	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.17	\$ 5,037.08	\$ 5,288.92	\$ 5,553.33	\$ 5,831.00
		Annually	\$ 57,566.00	\$ 60,445.00	\$ 63,467.00	\$ 66,640.00	\$ 69,972.00
Public Safety Dispatcher I	29	Hourly	\$ 30.55	\$ 32.08	\$ 33.68	\$ 35.36	\$ 37.13
		Monthly	\$ 5,295.17	\$ 5,559.92	\$ 5,837.92	\$ 6,129.75	\$ 6,436.33
		Annually	\$ 63,542.00	\$ 66,719.00	\$ 70,055.00	\$ 73,557.00	\$ 77,236.00
Public Safety Dispatcher II	33	Hourly	\$ 34.68	\$ 36.41	\$ 38.23	\$ 40.14	\$ 42.15
		Monthly	\$ 6,010.92	\$ 6,311.42	\$ 6,626.92	\$ 6,958.33	\$ 7,306.27
		Annually	\$ 72,131.00	\$ 75,737.00	\$ 79,523.00	\$ 83,500.00	\$ 87,675.00

City of Chino
CPPEA Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	\$ 32.25	\$ 33.86	\$ 35.56	\$ 37.34	\$ 39.20
		Monthly	\$ 5,590.42	\$ 5,869.92	\$ 6,163.33	\$ 6,471.58	\$ 6,795.17
		Annually	\$ 67,085.00	\$ 70,439.00	\$ 73,960.00	\$ 77,659.00	\$ 81,542.00
Crime Analyst	40	Hourly	\$ 41.29	\$ 43.35	\$ 45.52	\$ 47.79	\$ 50.18
		Monthly	\$ 7,156.08	\$ 7,513.92	\$ 7,889.67	\$ 8,284.08	\$ 8,698.33
		Annually	\$ 85,873.00	\$ 90,167.00	\$ 94,676.00	\$ 99,409.00	\$ 104,380.00
Crime Prevention & Community Outreach Specialist	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.29	\$ 40.21	\$ 42.22
		Monthly	\$ 6,020.25	\$ 6,321.17	\$ 6,637.25	\$ 6,969.17	\$ 7,317.67
		Annually	\$ 72,243.00	\$ 75,854.00	\$ 79,647.00	\$ 83,630.00	\$ 87,812.00
Management Assistant	42	Hourly	\$ 43.38	\$ 45.54	\$ 47.82	\$ 50.21	\$ 52.72
		Monthly	\$ 7,518.42	\$ 7,894.33	\$ 8,289.08	\$ 8,703.50	\$ 9,138.67
		Annually	\$ 90,221.00	\$ 94,732.00	\$ 99,469.00	\$ 104,442.00	\$ 109,664.00
Police Records & Evidence Coordinator	29	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.43	\$ 38.25
		Monthly	\$ 5,454.00	\$ 5,726.75	\$ 6,013.08	\$ 6,313.67	\$ 6,629.42
		Annually	\$ 65,448.00	\$ 68,721.00	\$ 72,157.00	\$ 75,764.00	\$ 79,553.00
Police Records Technician	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80
		Monthly	\$ 4,820.58	\$ 5,061.58	\$ 5,314.67	\$ 5,580.42	\$ 5,859.42
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00
Police Service Officer I	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Police Service Officer II	31	Hourly	\$ 33.06	\$ 34.71	\$ 36.45	\$ 38.27	\$ 40.18
		Monthly	\$ 5,730.08	\$ 6,016.67	\$ 6,317.50	\$ 6,633.33	\$ 6,964.92
		Annually	\$ 68,761.00	\$ 72,200.00	\$ 75,810.00	\$ 79,600.00	\$ 83,579.00
Police Training Coordinator	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80
		Monthly	\$ 4,820.58	\$ 5,061.58	\$ 5,314.67	\$ 5,580.42	\$ 5,859.42
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00
Property & Evidence Technician	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Public Safety Dispatcher I	29	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.43	\$ 38.25
		Monthly	\$ 5,454.00	\$ 5,726.75	\$ 6,013.08	\$ 6,313.67	\$ 6,629.42
		Annually	\$ 65,448.00	\$ 68,721.00	\$ 72,157.00	\$ 75,764.00	\$ 79,553.00
Public Safety Dispatcher II	33	Hourly	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.35	\$ 43.42
		Monthly	\$ 6,191.25	\$ 6,500.75	\$ 6,825.75	\$ 7,167.08	\$ 7,525.42
		Annually	\$ 74,295.00	\$ 78,009.00	\$ 81,909.00	\$ 86,005.00	\$ 90,305.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Administrative Services Manager	M19	Hourly	\$ 44.22	\$ 50.85	\$ 58.48
		Monthly	\$ 7,664.67	\$ 8,814.42	\$ 10,136.50
		Annually	\$ 91,976.00	\$ 105,773.00	\$ 121,638.00
Assistant Budget Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Assistant City Engineer	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Assistant Civil Engineer	M20	Hourly	\$ 45.32	\$ 52.12	\$ 59.94
		Monthly	\$ 7,856.25	\$ 9,034.75	\$ 10,389.92
		Annually	\$ 94,275.00	\$ 108,417.00	\$ 124,679.00
Assistant Engineer	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Assistant Parks & Facilities Manager	M28	Hourly	\$ 55.22	\$ 63.51	\$ 73.03
		Monthly	\$ 9,572.17	\$ 11,007.92	\$ 12,659.17
		Annually	\$ 114,866.00	\$ 132,095.00	\$ 151,910.00
Assistant Public Works Services Manager	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Assistant to the City Manager	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Associate Civil Engineer	M26	Hourly	\$ 52.56	\$ 60.45	\$ 69.51
		Monthly	\$ 9,110.83	\$ 10,477.50	\$ 12,049.08
		Annually	\$ 109,330.00	\$ 125,730.00	\$ 144,589.00
Associate Engineer	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Associate Planner	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Budget Manager	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00
Building and Code Compliance Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Building Official	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
City Clerk	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
City Planner	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
City Traffic Engineer	M39	Hourly	\$ 72.46	\$ 83.33	\$ 95.83
		Monthly	\$ 12,559.50	\$ 14,443.33	\$ 16,609.83
		Annually	\$ 150,714.00	\$ 173,320.00	\$ 199,318.00
Civil Engineering Manager	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
Clinical Program Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Communications Manager	M30	Hourly	\$ 58.02	\$ 66.72	\$ 76.73
		Monthly	\$ 10,056.67	\$ 11,565.17	\$ 13,300.00
		Annually	\$ 120,680.00	\$ 138,782.00	\$ 159,600.00
Community Services, Parks & Recreation Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Construction Project Coordinator	M16	Hourly	\$ 41.06	\$ 47.22	\$ 54.30
		Monthly	\$ 7,117.42	\$ 8,185.00	\$ 9,412.75
		Annually	\$ 85,409.00	\$ 98,220.00	\$ 112,953.00
Contracts & DIF Administrator	M24	Hourly	\$ 50.03	\$ 57.53	\$ 66.16
		Monthly	\$ 8,671.83	\$ 9,972.67	\$ 11,468.50
		Annually	\$ 104,062.00	\$ 119,672.00	\$ 137,622.00
Council Liaison	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Economic Development Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Economic Development Manager	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00
Emergency Services Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Engineering Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Environmental Compliance Coordinator	M18	Hourly	\$ 43.14	\$ 49.61	\$ 57.05
		Monthly	\$ 7,477.75	\$ 8,599.42	\$ 9,889.25
		Annually	\$ 89,733.00	\$ 103,193.00	\$ 118,671.00
Environmental Compliance Supervisor	M12	Hourly	\$ 48.07	\$ 55.29	\$ 63.58
		Monthly	\$ 8,332.67	\$ 9,583.08	\$ 11,020.00
		Annually	\$ 99,992.00	\$ 114,997.00	\$ 132,240.00
Environmental Services Administrator	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Equipment Mechanic Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Facility Coordinator	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Fiscal Services Manager	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Grounds Supervisor	M13	Hourly	\$ 38.13	\$ 43.85	\$ 50.43
		Monthly	\$ 6,609.25	\$ 7,600.67	\$ 8,740.67
		Annually	\$ 79,311.00	\$ 91,208.00	\$ 104,888.00
Housing Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Information Technology Analyst	M16	Hourly	\$ 41.06	\$ 47.22	\$ 54.30
		Monthly	\$ 7,117.42	\$ 8,185.00	\$ 9,412.75
		Annually	\$ 85,409.00	\$ 98,220.00	\$ 112,953.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Information Technology Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.68
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,678.17
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,138.00
Information Technology Supervisor	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Management Analyst	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Multimedia Officer	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Parks & Facilities Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Payroll Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Permit & Inspection Supervisor	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Permit Center Coordinator	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00
Police Records & Evidence Supervisor	M8	Hourly	\$ 33.70	\$ 38.76	\$ 44.57
		Monthly	\$ 5,841.58	\$ 6,717.83	\$ 7,725.50
		Annually	\$ 70,099.00	\$ 80,614.00	\$ 92,706.00
Police Technical Services Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Principal Engineer	M29	Hourly	\$ 56.60	\$ 65.10	\$ 74.86
		Monthly	\$ 9,811.42	\$ 11,283.17	\$ 12,975.58
		Annually	\$ 117,737.00	\$ 135,398.00	\$ 155,707.00
Principal Planner	M28	Hourly	\$ 55.22	\$ 63.51	\$ 73.03
		Monthly	\$ 9,572.17	\$ 11,007.92	\$ 12,659.17
		Annually	\$ 114,866.00	\$ 132,095.00	\$ 151,910.00
Projects Manager	M23	Hourly	\$ 48.81	\$ 56.13	\$ 64.55
		Monthly	\$ 8,460.33	\$ 9,729.42	\$ 11,188.83
		Annually	\$ 101,524.00	\$ 116,753.00	\$ 134,266.00
Public Information Officer	M25	Hourly	\$ 51.28	\$ 58.97	\$ 67.82
		Monthly	\$ 8,888.67	\$ 10,222.00	\$ 11,755.25
		Annually	\$ 106,664.00	\$ 122,664.00	\$ 141,063.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Public Safety Dispatch Supervisor	M14	Hourly	\$ 41.04	\$ 47.19	\$ 54.27
		Monthly	\$ 7,113.25	\$ 8,180.08	\$ 9,407.17
		Annually	\$ 85,359.00	\$ 98,161.00	\$ 112,886.00
Public Works Project Manager	M26	Hourly	\$ 52.56	\$ 60.45	\$ 69.51
		Monthly	\$ 9,110.83	\$ 10,477.50	\$ 12,049.08
		Annually	\$ 109,330.00	\$ 125,730.00	\$ 144,589.00
Public Works Services Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Public Works Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Purchasing Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Revenue Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Risk Manager	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Engineer	M27	Hourly	\$ 53.88	\$ 61.96	\$ 71.25
		Monthly	\$ 9,338.67	\$ 10,739.50	\$ 12,350.42
		Annually	\$ 112,064.00	\$ 128,874.00	\$ 148,205.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Information Technology Analyst	M20	Hourly	\$ 45.32	\$ 52.12	\$ 59.94
		Monthly	\$ 7,856.25	\$ 9,034.75	\$ 10,389.92
		Annually	\$ 94,275.00	\$ 108,417.00	\$ 124,679.00
Senior Management Analyst	M21	Hourly	\$ 46.46	\$ 53.43	\$ 61.44
		Monthly	\$ 8,052.75	\$ 9,260.58	\$ 10,649.67
		Annually	\$ 96,633.00	\$ 111,127.00	\$ 127,796.00
Senior Planner	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Sewer & Storm Drain Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Strategic Initiatives Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Streets Supervisor	M15	Hourly	\$ 40.06	\$ 46.07	\$ 52.98
		Monthly	\$ 6,943.83	\$ 7,985.42	\$ 9,183.25
		Annually	\$ 83,326.00	\$ 95,825.00	\$ 110,199.00
Supervising Building Inspector	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Supervising Code Compliance Inspector	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Supervising Plans Examiner	M22	Hourly	\$ 47.62	\$ 54.76	\$ 62.98
		Monthly	\$ 8,254.00	\$ 9,492.17	\$ 10,915.92
		Annually	\$ 99,048.00	\$ 113,906.00	\$ 130,991.00
Transportation Manager	M34	Hourly	\$ 64.04	\$ 73.65	\$ 84.70
		Monthly	\$ 11,100.75	\$ 12,765.83	\$ 14,680.67
		Annually	\$ 133,209.00	\$ 153,190.00	\$ 176,168.00
Utilities Engineering & Operations Manager	M32	Hourly	\$ 60.96	\$ 70.10	\$ 80.62
		Monthly	\$ 10,565.83	\$ 12,150.75	\$ 13,973.33
		Annually	\$ 126,790.00	\$ 145,809.00	\$ 167,680.00
Water Utilities Superintendent	M27	Hourly	\$ 53.88	\$ 61.96	\$ 71.25
		Monthly	\$ 9,338.67	\$ 10,739.50	\$ 12,350.42
		Annually	\$ 112,064.00	\$ 128,874.00	\$ 148,205.00
Water Utilities Supervisor	M17	Hourly	\$ 42.09	\$ 48.40	\$ 55.66
		Monthly	\$ 7,295.33	\$ 8,389.58	\$ 9,648.08
		Annually	\$ 87,544.00	\$ 100,675.00	\$ 115,777.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Administrative Services Manager	M19	Hourly	\$ 45.55	\$ 52.38	\$ 60.23
		Monthly	\$ 7,894.58	\$ 9,078.83	\$ 10,440.58
		Annually	\$ 94,735.00	\$ 108,946.00	\$ 125,287.00
Assistant Budget Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Assistant City Engineer	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Assistant Civil Engineer	M20	Hourly	\$ 46.68	\$ 53.69	\$ 61.74
		Monthly	\$ 8,091.92	\$ 9,305.83	\$ 10,701.58
		Annually	\$ 97,103.00	\$ 111,670.00	\$ 128,419.00
Assistant Engineer	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Assistant Parks & Facilities Manager	M28	Hourly	\$ 56.88	\$ 65.41	\$ 75.22
		Monthly	\$ 9,859.33	\$ 11,338.17	\$ 13,038.92
		Annually	\$ 118,312.00	\$ 136,058.00	\$ 156,467.00
Assistant Public Works Services Manager	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Assistant to the City Manager	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Associate Civil Engineer	M26	Hourly	\$ 54.14	\$ 62.26	\$ 71.60
		Monthly	\$ 9,384.17	\$ 10,791.83	\$ 12,410.58
		Annually	\$ 112,610.00	\$ 129,502.00	\$ 148,927.00
Associate Engineer	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Associate Planner	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Budget Manager	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00
Building and Code Compliance Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Building Official	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
City Clerk	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
City Planner	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
City Traffic Engineer	M39	Hourly	\$ 74.63	\$ 85.83	\$ 98.70
		Monthly	\$ 12,936.25	\$ 14,876.67	\$ 17,108.17
		Annually	\$ 155,235.00	\$ 178,520.00	\$ 205,298.00
Civil Engineering Manager	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
Clinical Program Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Communications Manager	M30	Hourly	\$ 59.76	\$ 68.72	\$ 79.03
		Monthly	\$ 10,358.33	\$ 11,912.08	\$ 13,699.00
		Annually	\$ 124,300.00	\$ 142,945.00	\$ 164,388.00
Community Services, Parks & Recreation Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Construction Project Coordinator	M16	Hourly	\$ 42.29	\$ 48.64	\$ 55.93
		Monthly	\$ 7,330.92	\$ 8,430.58	\$ 9,695.17
		Annually	\$ 87,971.00	\$ 101,167.00	\$ 116,342.00
Contracts & DIF Administrator	M24	Hourly	\$ 51.53	\$ 59.26	\$ 68.15
		Monthly	\$ 8,932.00	\$ 10,271.83	\$ 11,812.58
		Annually	\$ 107,184.00	\$ 123,262.00	\$ 141,751.00
Council Liaison	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Economic Development Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Economic Development Manager	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00
Emergency Services Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Engineering Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Environmental Compliance Coordinator	M18	Hourly	\$ 44.44	\$ 51.10	\$ 58.76
		Monthly	\$ 7,702.08	\$ 8,857.42	\$ 10,185.92
		Annually	\$ 92,425.00	\$ 106,289.00	\$ 122,231.00
Environmental Compliance Supervisor	M12	Hourly	\$ 49.52	\$ 56.95	\$ 65.48
		Monthly	\$ 8,582.67	\$ 9,870.58	\$ 11,350.58
		Annually	\$ 102,992.00	\$ 118,447.00	\$ 136,207.00
Environmental Services Administrator	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Equipment Mechanic Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Facility Coordinator	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Fiscal Services Manager	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Grounds Supervisor	M13	Hourly	\$ 39.27	\$ 45.17	\$ 51.94
		Monthly	\$ 6,807.50	\$ 7,828.67	\$ 9,002.92
		Annually	\$ 81,690.00	\$ 93,944.00	\$ 108,035.00
Housing Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Information Technology Analyst	M16	Hourly	\$ 42.29	\$ 48.64	\$ 55.93
		Monthly	\$ 7,330.92	\$ 8,430.58	\$ 9,695.17
		Annually	\$ 87,971.00	\$ 101,167.00	\$ 116,342.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Information Technology Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Information Technology Supervisor	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Management Analyst	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Multimedia Officer	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Parks & Facilities Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Payroll Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Permit & Inspection Supervisor	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Permit Center Coordinator	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00
Police Records & Evidence Supervisor	M8	Hourly	\$ 34.71	\$ 39.92	\$ 45.91
		Monthly	\$ 6,016.83	\$ 6,919.33	\$ 7,957.25
		Annually	\$ 72,202.00	\$ 83,032.00	\$ 95,487.00
Police Technical Services Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Principal Engineer	M29	Hourly	\$ 58.30	\$ 67.05	\$ 77.10
		Monthly	\$ 10,105.75	\$ 11,621.67	\$ 13,364.83
		Annually	\$ 121,269.00	\$ 139,460.00	\$ 160,378.00
Principal Planner	M28	Hourly	\$ 56.88	\$ 65.41	\$ 75.22
		Monthly	\$ 9,859.33	\$ 11,338.17	\$ 13,038.92
		Annually	\$ 118,312.00	\$ 136,058.00	\$ 156,467.00
Projects Manager	M23	Hourly	\$ 50.27	\$ 57.82	\$ 66.49
		Monthly	\$ 8,714.17	\$ 10,021.33	\$ 11,524.50
		Annually	\$ 104,570.00	\$ 120,256.00	\$ 138,294.00
Public Information Officer	M25	Hourly	\$ 52.82	\$ 60.74	\$ 69.85
		Monthly	\$ 9,155.33	\$ 10,528.67	\$ 12,107.92
		Annually	\$ 109,864.00	\$ 126,344.00	\$ 145,295.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Public Safety Dispatch Supervisor	M14	Hourly	\$ 42.27	\$ 48.61	\$ 55.90
		Monthly	\$ 7,326.67	\$ 8,425.50	\$ 9,689.42
		Annually	\$ 87,920.00	\$ 101,106.00	\$ 116,273.00
Public Works Project Manager	M26	Hourly	\$ 54.14	\$ 62.26	\$ 71.60
		Monthly	\$ 9,384.17	\$ 10,791.83	\$ 12,410.58
		Annually	\$ 112,610.00	\$ 129,502.00	\$ 148,927.00
Public Works Services Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Public Works Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Purchasing Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Revenue Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Risk Manager	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Engineer	M27	Hourly	\$ 55.49	\$ 63.82	\$ 73.39
		Monthly	\$ 9,618.83	\$ 11,061.67	\$ 12,720.92
		Annually	\$ 115,426.00	\$ 132,740.00	\$ 152,651.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Information Technology Analyst	M20	Hourly	\$ 46.68	\$ 53.69	\$ 61.74
		Monthly	\$ 8,091.92	\$ 9,305.83	\$ 10,701.58
		Annually	\$ 97,103.00	\$ 111,670.00	\$ 128,419.00
Senior Management Analyst	M21	Hourly	\$ 47.85	\$ 55.03	\$ 63.28
		Monthly	\$ 8,294.33	\$ 9,538.42	\$ 10,969.17
		Annually	\$ 99,532.00	\$ 114,461.00	\$ 131,630.00
Senior Planner	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Sewer & Storm Drain Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Strategic Initiatives Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Streets Supervisor	M15	Hourly	\$ 41.26	\$ 47.45	\$ 54.57
		Monthly	\$ 7,152.17	\$ 8,225.00	\$ 9,458.75
		Annually	\$ 85,826.00	\$ 98,700.00	\$ 113,505.00
Supervising Building Inspector	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Supervising Code Compliance Inspector	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Supervising Plans Examiner	M22	Hourly	\$ 49.05	\$ 56.41	\$ 64.87
		Monthly	\$ 8,501.58	\$ 9,776.92	\$ 11,243.42
		Annually	\$ 102,019.00	\$ 117,323.00	\$ 134,921.00
Transportation Manager	M34	Hourly	\$ 65.96	\$ 75.86	\$ 87.24
		Monthly	\$ 11,433.75	\$ 13,148.83	\$ 15,121.08
		Annually	\$ 137,205.00	\$ 157,786.00	\$ 181,453.00
Utilities Engineering & Operations Manager	M32	Hourly	\$ 62.79	\$ 72.20	\$ 83.03
		Monthly	\$ 10,882.83	\$ 12,515.25	\$ 14,392.50
		Annually	\$ 130,594.00	\$ 150,183.00	\$ 172,710.00
Water Utilities Superintendent	M27	Hourly	\$ 55.49	\$ 63.82	\$ 73.39
		Monthly	\$ 9,618.83	\$ 11,061.67	\$ 12,720.92
		Annually	\$ 115,426.00	\$ 132,740.00	\$ 152,651.00
Water Utilities Supervisor	M17	Hourly	\$ 43.35	\$ 49.85	\$ 57.33
		Monthly	\$ 7,514.17	\$ 8,641.25	\$ 9,937.50
		Annually	\$ 90,170.00	\$ 103,695.00	\$ 119,250.00

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Step A		Step B		Step C		Step D		Step E
Accounting Technician	30	Hourly	\$ 31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06
		Monthly	\$ 5,427.07	\$	5,699.20	\$	5,983.47	\$	6,283.33	\$	6,597.07
		Annually	\$ 65,124.80	\$	68,390.40	\$	71,801.60	\$	75,400.00	\$	79,164.80
Administrative Assistant	30	Hourly	\$ 31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06
		Monthly	\$ 5,427.07	\$	5,699.20	\$	5,983.47	\$	6,283.33	\$	6,597.07
		Annually	\$ 65,124.80	\$	68,390.40	\$	71,801.60	\$	75,400.00	\$	79,164.80
Background Investigator	38	Hourly	\$ 38.15	\$	40.06	\$	42.06	\$	44.17	\$	46.37
		Monthly	\$ 6,612.67	\$	6,943.73	\$	7,290.40	\$	7,656.13	\$	8,037.47
		Annually	\$ 79,352.00	\$	83,324.80	\$	87,484.80	\$	91,873.60	\$	96,449.60
Broadcast Associate	21	Hourly	\$ 25.07	\$	26.33	\$	27.64	\$	29.03	\$	30.48
		Monthly	\$ 4,345.47	\$	4,563.87	\$	4,790.93	\$	5,031.87	\$	5,283.20
		Annually	\$ 52,145.60	\$	54,766.40	\$	57,491.20	\$	60,382.40	\$	63,398.40
Building Inspector	39	Hourly	\$ 39.11	\$	41.06	\$	43.11	\$	45.27	\$	47.53
		Monthly	\$ 6,779.07	\$	7,117.07	\$	7,472.40	\$	7,846.80	\$	8,238.53
		Annually	\$ 81,348.80	\$	85,404.80	\$	89,668.80	\$	94,161.60	\$	98,862.40
Case Manager I	29	Hourly	\$ 30.55	\$	32.08	\$	33.68	\$	35.36	\$	37.13
		Monthly	\$ 5,295.33	\$	5,560.53	\$	5,837.87	\$	6,129.07	\$	6,435.87
		Annually	\$ 63,544.00	\$	66,726.40	\$	70,054.40	\$	73,548.80	\$	77,230.40
Case Manager II	33	Hourly	\$ 33.72	\$	35.41	\$	37.18	\$	39.04	\$	40.99
		Monthly	\$ 5,844.80	\$	6,137.73	\$	6,444.53	\$	6,766.93	\$	7,104.93
		Annually	\$ 70,137.60	\$	73,652.80	\$	77,334.40	\$	81,203.20	\$	85,259.20
Clerical Aide	18	Hourly	\$ 23.28	\$	24.45	\$	25.67	\$	26.95	\$	28.30
		Monthly	\$ 4,035.20	\$	4,238.00	\$	4,449.47	\$	4,671.33	\$	4,905.33
		Annually	\$ 48,422.40	\$	50,856.00	\$	53,393.60	\$	56,056.00	\$	58,864.00
Code Compliance Inspector I	35	Hourly	\$ 35.43	\$	37.20	\$	39.06	\$	41.01	\$	43.06
		Monthly	\$ 6,141.20	\$	6,448.00	\$	6,770.40	\$	7,108.40	\$	7,463.73
		Annually	\$ 73,694.40	\$	77,376.00	\$	81,244.80	\$	85,300.80	\$	89,564.80
Code Compliance Inspector II	39	Hourly	\$ 39.11	\$	41.06	\$	43.11	\$	45.27	\$	47.53
		Monthly	\$ 6,779.07	\$	7,117.07	\$	7,472.40	\$	7,846.80	\$	8,238.53
		Annually	\$ 81,348.80	\$	85,404.80	\$	89,668.80	\$	94,161.60	\$	98,862.40
Counselor I	28	Hourly	\$ 29.80	\$	31.29	\$	32.86	\$	34.50	\$	36.23
		Monthly	\$ 5,162.33	\$	5,423.60	\$	5,695.73	\$	5,980.00	\$	6,279.87
		Annually	\$ 61,948.00	\$	65,083.20	\$	68,348.80	\$	71,760.00	\$	75,358.40
Counselor II	35	Hourly	\$ 35.43	\$	37.20	\$	39.06	\$	41.01	\$	43.06
		Monthly	\$ 6,141.20	\$	6,448.00	\$	6,770.40	\$	7,108.40	\$	7,463.73
		Annually	\$ 73,694.40	\$	77,376.00	\$	81,244.80	\$	85,300.80	\$	89,564.80
Counselor III	55	Hourly	\$ 58.05	\$	60.95	\$	64.00	\$	67.20	\$	70.56
		Monthly	\$ 10,062.00	\$	10,564.67	\$	11,093.33	\$	11,648.00	\$	12,230.42
		Annually	\$ 120,744.00	\$	126,776.00	\$	133,120.00	\$	139,776.00	\$	146,765.00
Crime Analyst	40	Hourly	\$ 40.08	\$	42.09	\$	44.19	\$	46.40	\$	48.72
		Monthly	\$ 6,947.20	\$	7,295.60	\$	7,659.60	\$	8,042.67	\$	8,444.83
		Annually	\$ 83,366.40	\$	87,547.20	\$	91,915.20	\$	96,512.00	\$	101,338.00
Crime Prevention & Community Outreach Specialist	33	Hourly	\$ 33.72	\$	35.41	\$	37.18	\$	39.04	\$	40.99
		Monthly	\$ 5,844.80	\$	6,137.73	\$	6,444.53	\$	6,766.93	\$	7,104.93
		Annually	\$ 70,137.60	\$	73,652.80	\$	77,334.40	\$	81,203.20	\$	85,259.20
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	\$ 29.80	\$	31.29	\$	32.86	\$	34.50	\$	36.23
		Monthly	\$ 5,162.33	\$	5,423.60	\$	5,695.73	\$	5,980.00	\$	6,279.87
		Annually	\$ 61,948.00	\$	65,083.20	\$	68,348.80	\$	71,760.00	\$	75,358.40

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Community Services, Parks & Recreation Coordinator	37	Hourly	\$ 37.22	\$ 39.08	\$ 41.04	\$ 43.09	\$ 45.24
		Monthly	\$ 6,451.47	\$ 6,773.87	\$ 7,113.60	\$ 7,468.93	\$ 7,841.60
		Annually	\$ 77,417.60	\$ 81,286.40	\$ 85,363.20	\$ 89,627.20	\$ 94,099.20
Community Services, Parks & Recreation Leader	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.50	\$ 36.23
		Monthly	\$ 5,162.33	\$ 5,423.60	\$ 5,695.73	\$ 5,980.00	\$ 6,279.87
		Annually	\$ 61,948.00	\$ 65,083.20	\$ 68,348.80	\$ 71,760.00	\$ 75,358.40
Community Services, Parks & Recreation Specialist	26	Hourly	\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48
		Monthly	\$ 4,917.47	\$ 5,163.60	\$ 5,421.87	\$ 5,692.27	\$ 5,976.53
		Annually	\$ 59,009.60	\$ 61,963.20	\$ 65,062.40	\$ 68,307.20	\$ 71,718.40
Customer Service Representative I	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Customer Service Representative II	22	Hourly	\$ 25.70	\$ 26.99	\$ 28.33	\$ 29.75	\$ 31.24
		Monthly	\$ 4,454.67	\$ 4,678.27	\$ 4,910.53	\$ 5,156.67	\$ 5,414.93
		Annually	\$ 53,456.00	\$ 56,139.20	\$ 58,926.40	\$ 61,880.00	\$ 64,979.20
Engineering Technician	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Environmental Compliance Technician	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Equipment Mechanic	30	Hourly	\$ 31.31	\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06
		Monthly	\$ 5,427.07	\$ 5,699.20	\$ 5,983.47	\$ 6,283.33	\$ 6,597.07
		Annually	\$ 65,124.80	\$ 68,390.40	\$ 71,801.60	\$ 75,400.00	\$ 79,164.80
Equipment Mechanic Aide	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Equipment Mechanic Trainee	26	Hourly	\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48
		Monthly	\$ 4,917.47	\$ 5,163.60	\$ 5,421.87	\$ 5,692.27	\$ 5,976.53
		Annually	\$ 59,009.60	\$ 61,963.20	\$ 65,062.40	\$ 68,307.20	\$ 71,718.40
Facilities Worker	19	Hourly	\$ 23.86	\$ 25.06	\$ 26.31	\$ 27.63	\$ 29.01
		Monthly	\$ 4,135.73	\$ 4,343.73	\$ 4,560.40	\$ 4,789.20	\$ 5,028.40
		Annually	\$ 49,628.80	\$ 52,124.80	\$ 54,724.80	\$ 57,470.40	\$ 60,340.80
Grounds Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Group Facilitator	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Helicopter Pilot	71	Hourly	\$ 50.84	\$ 53.38	\$ 56.05	\$ 58.85	\$ 61.80
		Monthly	\$ 8,812.27	\$ 9,252.53	\$ 9,715.33	\$ 10,200.67	\$ 10,712.00
		Annually	\$ 105,747.20	\$ 111,030.40	\$ 116,584.00	\$ 122,408.00	\$ 128,544.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 42.08		\$ 48.40		\$ 55.66
		Monthly	\$ 7,295.33		\$ 8,389.58		\$ 9,648.08
		Annually	\$ 87,544.00		\$ 100,675.00		\$ 115,777.00

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Human Resources Specialist I	32	Hourly	\$ 32.90	\$ 34.54	\$ 36.27	\$ 38.08	\$ 39.99
		Monthly	\$ 5,702.67	\$ 5,986.93	\$ 6,286.80	\$ 6,600.53	\$ 6,931.60
		Annually	\$ 68,432.00	\$ 71,843.20	\$ 75,441.60	\$ 79,206.40	\$ 83,179.20
Human Resources Specialist II	36	Hourly	\$ 36.31	\$ 38.13	\$ 40.04	\$ 42.04	\$ 44.14
		Monthly	\$ 6,293.73	\$ 6,609.20	\$ 6,940.27	\$ 7,286.93	\$ 7,650.93
		Annually	\$ 75,524.80	\$ 79,310.40	\$ 83,283.20	\$ 87,443.20	\$ 91,811.20
Information Technology Analyst	M16	Hourly	\$ 41.06		\$ 47.22		\$ 54.30
		Monthly	\$ 7,117.42		\$ 8,185.00		\$ 9,412.75
		Annually	\$ 85,409.00		\$ 98,220.00		\$ 112,953.00
Information Technology Specialist I	31	Hourly	\$ 32.10	\$ 33.70	\$ 35.39	\$ 37.15	\$ 39.01
		Monthly	\$ 5,564.00	\$ 5,841.33	\$ 6,134.27	\$ 6,439.33	\$ 6,761.73
		Annually	\$ 66,768.00	\$ 70,096.00	\$ 73,611.20	\$ 77,272.00	\$ 81,140.80
Information Technology Specialist II	35	Hourly	\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
		Monthly	\$ 6,141.20	\$ 6,448.00	\$ 6,770.40	\$ 7,108.40	\$ 7,463.73
		Annually	\$ 73,694.40	\$ 77,376.00	\$ 81,244.80	\$ 85,300.80	\$ 89,564.80
Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Maintenance Worker Trainee	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Management Aide	34	Hourly	\$ 34.56	\$ 36.29	\$ 38.11	\$ 40.01	\$ 42.01
		Monthly	\$ 5,990.40	\$ 6,290.27	\$ 6,605.73	\$ 6,935.07	\$ 7,281.73
		Annually	\$ 71,884.80	\$ 75,483.20	\$ 79,268.80	\$ 83,220.80	\$ 87,380.80
Management Assistant	42	Hourly	\$ 42.11	\$ 44.22	\$ 46.43	\$ 48.75	\$ 51.19
		Monthly	\$ 7,299.07	\$ 7,664.80	\$ 8,047.87	\$ 8,450.00	\$ 8,872.93
		Annually	\$ 87,588.80	\$ 91,977.60	\$ 96,574.40	\$ 101,400.00	\$ 106,475.20
Management Intern	20	Hourly	\$ 24.46	\$ 25.68	\$ 26.97	\$ 28.32	\$ 29.73
		Monthly	\$ 4,239.73	\$ 4,451.20	\$ 4,674.80	\$ 4,908.80	\$ 5,153.20
		Annually	\$ 50,876.80	\$ 53,414.40	\$ 56,097.60	\$ 58,905.60	\$ 61,838.40
Permit Technician	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Planning Technician	33	Hourly	\$ 33.72	\$ 35.41	\$ 37.18	\$ 39.04	\$ 40.99
		Monthly	\$ 5,844.80	\$ 6,137.73	\$ 6,444.53	\$ 6,766.93	\$ 7,104.93
		Annually	\$ 70,137.60	\$ 73,652.80	\$ 77,334.40	\$ 81,203.20	\$ 85,259.20
Police Cadet	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Police Officer	7220	Hourly	\$ 45.74	\$ 48.03	\$ 50.43	\$ 52.96	\$ 55.60
		Monthly	\$ 7,928.27	\$ 8,325.20	\$ 8,741.20	\$ 9,179.73	\$ 9,637.33
		Annually	\$ 95,139.20	\$ 99,902.40	\$ 104,894.40	\$ 110,156.80	\$ 115,648.00
Police Payroll Assistant	23	Hourly	\$ 26.34	\$ 27.66	\$ 29.04	\$ 30.49	\$ 32.02
		Monthly	\$ 4,565.60	\$ 4,794.40	\$ 5,033.60	\$ 5,284.93	\$ 5,550.13
		Annually	\$ 54,787.20	\$ 57,532.80	\$ 60,403.20	\$ 63,419.20	\$ 66,601.60
Police Records Technician	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 02/02/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Police Service Officer I	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.87	\$ 5,037.07	\$ 5,288.40	\$ 5,553.60	\$ 5,830.93
		Annually	\$ 57,574.40	\$ 60,444.80	\$ 63,460.80	\$ 66,643.20	\$ 69,971.20
Police Service Officer II	31	Hourly	\$ 32.10	\$ 33.70	\$ 35.39	\$ 37.15	\$ 39.01
		Monthly	\$ 5,564.00	\$ 5,841.33	\$ 6,134.27	\$ 6,439.33	\$ 6,761.73
		Annually	\$ 66,768.00	\$ 70,096.00	\$ 73,611.20	\$ 77,272.00	\$ 81,140.80
Property & Evidence Technician	25	Hourly	\$ 27.68	\$ 29.06	\$ 30.51	\$ 32.04	\$ 33.64
		Monthly	\$ 4,797.87	\$ 5,037.07	\$ 5,288.40	\$ 5,553.60	\$ 5,830.93
		Annually	\$ 57,574.40	\$ 60,444.80	\$ 63,460.80	\$ 66,643.20	\$ 69,971.20
Public Safety Dispatcher I	29	Hourly	\$ 30.55	\$ 32.08	\$ 33.68	\$ 35.36	\$ 37.13
		Monthly	\$ 5,295.33	\$ 5,560.53	\$ 5,837.87	\$ 6,129.07	\$ 6,435.87
		Annually	\$ 63,544.00	\$ 66,726.40	\$ 70,054.40	\$ 73,548.80	\$ 77,230.40
Public Safety Dispatcher II	33	Hourly	\$ 34.68	\$ 36.41	\$ 38.23	\$ 40.14	\$ 42.15
		Monthly	\$ 6,010.92	\$ 6,311.42	\$ 6,626.92	\$ 6,958.33	\$ 7,306.27
		Annually	\$ 72,131.00	\$ 75,737.00	\$ 79,523.00	\$ 83,500.00	\$ 87,675.00
Range Master	46	Hourly	\$ 46.48	\$ 48.81	\$ 51.25	\$ 53.81	\$ 56.50
		Monthly	\$ 8,056.53	\$ 8,460.40	\$ 8,883.33	\$ 9,327.07	\$ 9,793.33
		Annually	\$ 96,678.40	\$ 101,524.80	\$ 106,600.00	\$ 111,924.80	\$ 117,520.00
Reserve Police Officer	7641	Hourly	\$ 20.04	\$ 21.06	\$ 22.13	\$ 23.26	\$ 24.42
		Monthly	\$ 3,473.60	\$ 3,650.40	\$ 3,835.87	\$ 4,031.73	\$ 4,232.80
		Annually	\$ 41,683.20	\$ 43,804.80	\$ 46,030.40	\$ 48,380.80	\$ 50,793.60
Reserve Police Officer Special Detail	N/A	Hourly	\$ 41.93	\$ 44.03	\$ 46.23	\$ 48.54	\$ 50.97
		Monthly	\$ 7,267.87	\$ 7,631.87	\$ 8,013.20	\$ 8,413.60	\$ 8,834.80
		Annually	\$ 87,214.40	\$ 91,582.40	\$ 96,158.40	\$ 100,963.20	\$ 106,017.60
Special Projects Administrator	7643	Hourly	\$ 26.78				\$ 160.68
		Monthly	\$ 4,641.87				\$ 27,851.17
		Annually	\$ 55,702.40				\$ 334,214.00
Storekeeper Aide	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Streets Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60
Student Intern	18	Hourly	\$ 23.28	\$ 24.45	\$ 25.67	\$ 26.95	\$ 28.30
		Monthly	\$ 4,035.20	\$ 4,238.00	\$ 4,449.47	\$ 4,671.33	\$ 4,905.33
		Annually	\$ 48,422.40	\$ 50,856.00	\$ 53,393.60	\$ 56,056.00	\$ 58,864.00
Wastewater Maintenance Worker	24	Hourly	\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
		Monthly	\$ 4,680.00	\$ 4,914.00	\$ 5,160.13	\$ 5,418.40	\$ 5,688.80
		Annually	\$ 56,160.00	\$ 58,968.00	\$ 61,921.60	\$ 65,020.80	\$ 68,265.60

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range	Step A			Step B			Step C			Step D			Step E		
Accounting Technician	30	Hourly	\$	32.25	\$	33.87	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.00	\$	5,870.80	\$	6,163.73	\$	6,472.27	\$	6,794.67				
		Annually	\$	67,080.00	\$	70,449.60	\$	73,964.80	\$	77,667.20	\$	81,536.00				
Administrative Assistant	30	Hourly	\$	32.25	\$	33.87	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.00	\$	5,870.80	\$	6,163.73	\$	6,472.27	\$	6,794.67				
		Annually	\$	67,080.00	\$	70,449.60	\$	73,964.80	\$	77,667.20	\$	81,536.00				
Background Investigator	38	Hourly	\$	39.29	\$	41.26	\$	43.32	\$	45.50	\$	47.76				
		Monthly	\$	6,810.27	\$	7,151.73	\$	7,508.80	\$	7,886.67	\$	8,278.40				
		Annually	\$	81,723.20	\$	85,820.80	\$	90,105.60	\$	94,640.00	\$	99,340.80				
Broadcast Associate	21	Hourly	\$	25.82	\$	27.12	\$	28.47	\$	29.90	\$	31.39				
		Monthly	\$	4,475.47	\$	4,700.80	\$	4,934.80	\$	5,182.67	\$	5,440.93				
		Annually	\$	53,705.60	\$	56,409.60	\$	59,217.60	\$	62,192.00	\$	65,291.20				
Building Inspector	39	Hourly	\$	40.28	\$	42.29	\$	44.40	\$	46.63	\$	48.96				
		Monthly	\$	6,981.87	\$	7,330.27	\$	7,696.00	\$	8,082.53	\$	8,486.40				
		Annually	\$	83,782.40	\$	87,963.20	\$	92,352.00	\$	96,990.40	\$	101,836.80				
Case Manager I	29	Hourly	\$	31.47	\$	33.04	\$	34.69	\$	36.43	\$	38.25				
		Monthly	\$	5,454.00	\$	5,726.75	\$	6,013.08	\$	6,313.67	\$	6,629.42				
		Annually	\$	65,448.00	\$	68,721.00	\$	72,157.00	\$	75,764.00	\$	79,553.00				
Case Manager II	33	Hourly	\$	34.73	\$	36.47	\$	38.29	\$	40.21	\$	42.22				
		Monthly	\$	6,020.25	\$	6,321.17	\$	6,637.25	\$	6,969.17	\$	7,317.67				
		Annually	\$	72,243.00	\$	75,854.00	\$	79,647.00	\$	83,630.00	\$	87,812.00				
Clerical Aide	18	Hourly	\$	23.98	\$	25.18	\$	26.44	\$	27.76	\$	29.15				
		Monthly	\$	4,156.53	\$	4,364.53	\$	4,582.93	\$	4,811.73	\$	5,052.67				
		Annually	\$	49,878.40	\$	52,374.40	\$	54,995.20	\$	57,740.80	\$	60,632.00				
Code Compliance Inspector I	35	Hourly	\$	36.49	\$	38.32	\$	40.23	\$	42.24	\$	44.35				
		Monthly	\$	6,324.93	\$	6,642.13	\$	6,973.20	\$	7,321.60	\$	7,687.33				
		Annually	\$	75,899.20	\$	79,705.60	\$	83,678.40	\$	87,859.20	\$	92,248.00				
Code Compliance Inspector II	39	Hourly	\$	40.28	\$	42.29	\$	44.40	\$	46.63	\$	48.96				
		Monthly	\$	6,981.87	\$	7,330.27	\$	7,696.00	\$	8,082.53	\$	8,486.40				
		Annually	\$	83,782.40	\$	87,963.20	\$	92,352.00	\$	96,990.40	\$	101,836.80				
Counselor I	28	Hourly	\$	30.69	\$	32.23	\$	33.85	\$	35.54	\$	37.32				
		Monthly	\$	5,319.60	\$	5,586.53	\$	5,867.33	\$	6,160.27	\$	6,468.80				
		Annually	\$	63,835.20	\$	67,038.40	\$	70,408.00	\$	73,923.20	\$	77,625.60				
Counselor II	35	Hourly	\$	36.49	\$	38.32	\$	40.23	\$	42.24	\$	44.35				
		Monthly	\$	6,324.93	\$	6,642.13	\$	6,973.20	\$	7,321.60	\$	7,687.33				
		Annually	\$	75,899.20	\$	79,705.60	\$	83,678.40	\$	87,859.20	\$	92,248.00				
Counselor III	55	Hourly	\$	59.79	\$	62.78	\$	65.92	\$	69.22	\$	72.68				
		Monthly	\$	10,363.60	\$	10,881.87	\$	11,426.13	\$	11,998.13	\$	12,597.87				
		Annually	\$	124,363.20	\$	130,582.40	\$	137,113.60	\$	143,977.60	\$	151,174.40				
Crime Analyst	40	Hourly	\$	41.28	\$	43.35	\$	45.52	\$	47.79	\$	50.18				
		Monthly	\$	7,155.20	\$	7,514.00	\$	7,890.13	\$	8,283.60	\$	8,697.87				
		Annually	\$	85,862.40	\$	90,168.00	\$	94,681.60	\$	99,403.20	\$	104,374.40				
Crime Prevention & Community Outreach Specialist	33	Hourly	\$	34.73	\$	36.47	\$	38.30	\$	40.21	\$	42.22				
		Monthly	\$	6,019.87	\$	6,321.47	\$	6,638.67	\$	6,969.73	\$	7,318.13				
		Annually	\$	72,238.40	\$	75,857.60	\$	79,664.00	\$	83,636.80	\$	87,817.60				
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	\$	30.69	\$	32.23	\$	33.85	\$	35.54	\$	37.32				
		Monthly	\$	5,319.60	\$	5,586.53	\$	5,867.33	\$	6,160.27	\$	6,468.80				
		Annually	\$	63,835.20	\$	67,038.40	\$	70,408.00	\$	73,923.20	\$	77,625.60				

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A		Step B		Step C		Step D		Step E
Community Services, Parks & Recreation Coordinator	37	Hourly	\$ 38.34	\$	40.25	\$	42.27	\$	44.38	\$	46.60
		Monthly	\$ 6,645.60	\$	6,976.67	\$	7,326.80	\$	7,692.53	\$	8,077.33
		Annually	\$ 79,747.20	\$	83,720.00	\$	87,921.60	\$	92,310.40	\$	96,928.00
Community Services, Parks & Recreation Leader	18	Hourly	\$ 23.98	\$	25.18	\$	26.44	\$	27.76	\$	29.15
		Monthly	\$ 4,156.53	\$	4,364.53	\$	4,582.93	\$	4,811.73	\$	5,052.67
		Annually	\$ 49,878.40	\$	52,374.40	\$	54,995.20	\$	57,740.80	\$	60,632.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	\$ 30.69	\$	32.23	\$	33.85	\$	35.54	\$	37.32
		Monthly	\$ 5,319.60	\$	5,586.53	\$	5,867.33	\$	6,160.27	\$	6,468.80
		Annually	\$ 63,835.20	\$	67,038.40	\$	70,408.00	\$	73,923.20	\$	77,625.60
Community Services, Parks & Recreation Specialist	26	Hourly	\$ 29.22	\$	30.68	\$	32.22	\$	33.83	\$	35.51
		Monthly	\$ 5,064.80	\$	5,317.87	\$	5,584.80	\$	5,863.87	\$	6,155.07
		Annually	\$ 60,777.60	\$	63,814.40	\$	67,017.60	\$	70,366.40	\$	73,860.80
Customer Service Representative I	18	Hourly	\$ 23.98	\$	25.18	\$	26.44	\$	27.76	\$	29.15
		Monthly	\$ 4,156.53	\$	4,364.53	\$	4,582.93	\$	4,811.73	\$	5,052.67
		Annually	\$ 49,878.40	\$	52,374.40	\$	54,995.20	\$	57,740.80	\$	60,632.00
Customer Service Representative II	22	Hourly	\$ 26.47	\$	27.80	\$	29.18	\$	30.64	\$	32.18
		Monthly	\$ 4,588.13	\$	4,818.67	\$	5,057.87	\$	5,310.93	\$	5,577.87
		Annually	\$ 55,057.60	\$	57,824.00	\$	60,694.40	\$	63,731.20	\$	66,934.40
Engineering Technician	35	Hourly	\$ 36.49	\$	38.32	\$	40.23	\$	42.24	\$	44.35
		Monthly	\$ 6,324.93	\$	6,642.13	\$	6,973.20	\$	7,321.60	\$	7,687.33
		Annually	\$ 75,899.20	\$	79,705.60	\$	83,678.40	\$	87,859.20	\$	92,248.00
Environmental Compliance Technician	35	Hourly	\$ 36.49	\$	38.32	\$	40.23	\$	42.24	\$	44.35
		Monthly	\$ 6,324.93	\$	6,642.13	\$	6,973.20	\$	7,321.60	\$	7,687.33
		Annually	\$ 75,899.20	\$	79,705.60	\$	83,678.40	\$	87,859.20	\$	92,248.00
Equipment Mechanic	30	Hourly	\$ 32.25	\$	33.87	\$	35.56	\$	37.34	\$	39.20
		Monthly	\$ 5,590.00	\$	5,870.80	\$	6,163.73	\$	6,472.27	\$	6,794.67
		Annually	\$ 67,080.00	\$	70,449.60	\$	73,964.80	\$	77,667.20	\$	81,536.00
Equipment Mechanic Aide	18	Hourly	\$ 23.98	\$	25.18	\$	26.44	\$	27.76	\$	29.15
		Monthly	\$ 4,156.53	\$	4,364.53	\$	4,582.93	\$	4,811.73	\$	5,052.67
		Annually	\$ 49,878.40	\$	52,374.40	\$	54,995.20	\$	57,740.80	\$	60,632.00
Equipment Mechanic Trainee	26	Hourly	\$ 29.22	\$	30.68	\$	32.22	\$	33.83	\$	35.51
		Monthly	\$ 5,064.80	\$	5,317.87	\$	5,584.80	\$	5,863.87	\$	6,155.07
		Annually	\$ 60,777.60	\$	63,814.40	\$	67,017.60	\$	70,366.40	\$	73,860.80
Facilities Worker	19	Hourly	\$ 24.58	\$	25.81	\$	27.10	\$	28.46	\$	29.88
		Monthly	\$ 4,260.53	\$	4,473.73	\$	4,697.33	\$	4,933.07	\$	5,179.20
		Annually	\$ 51,126.40	\$	53,684.80	\$	56,368.00	\$	59,196.80	\$	62,150.40
Grounds Maintenance Worker	24	Hourly	\$ 27.81	\$	29.20	\$	30.66	\$	32.19	\$	33.80
		Monthly	\$ 4,820.58	\$	5,061.58	\$	5,314.67	\$	5,580.42	\$	5,859.42
		Annually	\$ 57,847.00	\$	60,739.00	\$	63,776.00	\$	66,965.00	\$	70,313.00
Group Facilitator	35	Hourly	\$ 36.49	\$	38.32	\$	40.23	\$	42.24	\$	44.35
		Monthly	\$ 6,324.93	\$	6,642.13	\$	6,973.20	\$	7,321.60	\$	7,687.33
		Annually	\$ 75,899.20	\$	79,705.60	\$	83,678.40	\$	87,859.20	\$	92,248.00
Helicopter Pilot	71	Hourly	\$ 52.37	\$	54.98	\$	57.73	\$	60.62	\$	63.65
		Monthly	\$ 9,077.47	\$	9,529.87	\$	10,006.53	\$	10,507.47	\$	11,032.67
		Annually	\$ 108,929.60	\$	114,358.40	\$	120,078.40	\$	126,089.60	\$	132,392.00
Human Resources/Risk Management Analyst	M17	Hourly	\$ 43.35			\$	49.85			\$	57.33
		Monthly	\$ 7,514.17			\$	8,641.25			\$	9,937.50
		Annually	\$ 90,170.00			\$	103,695.00			\$	119,250.00

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Human Resources Specialist I	32	Hourly	\$ 33.89	\$ 35.58	\$ 37.36	\$ 39.22	\$ 41.19
		Monthly	\$ 5,874.27	\$ 6,167.20	\$ 6,475.73	\$ 6,798.13	\$ 7,139.60
		Annually	\$ 70,491.20	\$ 74,006.40	\$ 77,708.80	\$ 81,577.60	\$ 85,675.20
Human Resources Specialist II	36	Hourly	\$ 37.40	\$ 39.27	\$ 41.24	\$ 43.30	\$ 45.46
		Monthly	\$ 6,482.67	\$ 6,806.80	\$ 7,148.27	\$ 7,505.33	\$ 7,879.73
		Annually	\$ 77,792.00	\$ 81,681.60	\$ 85,779.20	\$ 90,064.00	\$ 94,556.80
Information Technology Analyst	M16	Hourly	\$ 42.29		\$ 48.64		\$ 55.93
		Monthly	\$ 7,330.92		\$ 8,430.58		\$ 9,695.17
		Annually	\$ 87,971.00		\$ 101,167.00		\$ 116,342.00
Information Technology Specialist I	31	Hourly	\$ 33.06	\$ 34.71	\$ 36.45	\$ 38.26	\$ 40.18
		Monthly	\$ 5,730.40	\$ 6,016.40	\$ 6,318.00	\$ 6,631.73	\$ 6,964.53
		Annually	\$ 68,764.80	\$ 72,196.80	\$ 75,816.00	\$ 79,580.80	\$ 83,574.40
Information Technology Specialist II	35	Hourly	\$ 36.49	\$ 38.32	\$ 40.23	\$ 42.24	\$ 44.35
		Monthly	\$ 6,324.93	\$ 6,642.13	\$ 6,973.20	\$ 7,321.60	\$ 7,687.33
		Annually	\$ 75,899.20	\$ 79,705.60	\$ 83,678.40	\$ 87,859.20	\$ 92,248.00
Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80
		Monthly	\$ 4,820.58	\$ 5,061.58	\$ 5,314.67	\$ 5,580.42	\$ 5,859.42
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00
Maintenance Worker Trainee	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Management Aide	34	Hourly	\$ 35.60	\$ 37.38	\$ 39.25	\$ 41.21	\$ 43.27
		Monthly	\$ 6,170.67	\$ 6,479.20	\$ 6,803.33	\$ 7,143.07	\$ 7,500.13
		Annually	\$ 74,048.00	\$ 77,750.40	\$ 81,640.00	\$ 85,716.80	\$ 90,001.60
Management Assistant	42	Hourly	\$ 43.37	\$ 45.55	\$ 47.82	\$ 50.21	\$ 52.73
		Monthly	\$ 7,517.47	\$ 7,895.33	\$ 8,288.80	\$ 8,703.07	\$ 9,139.87
		Annually	\$ 90,209.60	\$ 94,744.00	\$ 99,465.60	\$ 104,436.80	\$ 109,678.40
Management Intern	20	Hourly	\$ 25.19	\$ 26.45	\$ 27.78	\$ 29.17	\$ 30.62
		Monthly	\$ 4,366.27	\$ 4,584.67	\$ 4,815.20	\$ 5,056.13	\$ 5,307.47
		Annually	\$ 52,395.20	\$ 55,016.00	\$ 57,782.40	\$ 60,673.60	\$ 63,689.60
Permit Technician	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.29	\$ 40.21	\$ 42.22
		Monthly	\$ 6,020.25	\$ 6,321.17	\$ 6,637.25	\$ 6,969.17	\$ 7,317.67
		Annually	\$ 72,243.00	\$ 75,854.00	\$ 79,647.00	\$ 83,630.00	\$ 87,812.00
Planning Technician	33	Hourly	\$ 34.73	\$ 36.47	\$ 38.29	\$ 40.21	\$ 42.22
		Monthly	\$ 6,020.25	\$ 6,321.17	\$ 6,637.25	\$ 6,969.17	\$ 7,317.67
		Annually	\$ 72,243.00	\$ 75,854.00	\$ 79,647.00	\$ 83,630.00	\$ 87,812.00
Police Cadet	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Police Officer	7220	Hourly	\$ 47.11	\$ 49.47	\$ 51.94	\$ 54.55	\$ 57.27
		Monthly	\$ 8,165.73	\$ 8,574.80	\$ 9,002.93	\$ 9,455.33	\$ 9,926.80
		Annually	\$ 97,988.80	\$ 102,897.60	\$ 108,035.20	\$ 113,464.00	\$ 119,121.60
Police Payroll Assistant	23	Hourly	\$ 27.13	\$ 28.49	\$ 29.91	\$ 31.40	\$ 32.98
		Monthly	\$ 4,702.53	\$ 4,938.27	\$ 5,184.40	\$ 5,442.67	\$ 5,716.53
		Annually	\$ 56,430.40	\$ 59,259.20	\$ 62,212.80	\$ 65,312.00	\$ 68,598.40
Police Records Technician	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.19	\$ 33.80
		Monthly	\$ 4,820.58	\$ 5,061.58	\$ 5,314.67	\$ 5,580.42	\$ 5,859.42
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Police Service Officer I	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Police Service Officer II	31	Hourly	\$ 33.06	\$ 34.71	\$ 36.45	\$ 38.26	\$ 40.18
		Monthly	\$ 5,730.40	\$ 6,016.40	\$ 6,318.00	\$ 6,631.73	\$ 6,964.53
		Annually	\$ 68,764.80	\$ 72,196.80	\$ 75,816.00	\$ 79,580.80	\$ 83,574.40
Property & Evidence Technician	25	Hourly	\$ 28.51	\$ 29.93	\$ 31.43	\$ 33.00	\$ 34.65
		Monthly	\$ 4,941.08	\$ 5,188.17	\$ 5,447.58	\$ 5,719.92	\$ 6,005.92
		Annually	\$ 59,293.00	\$ 62,258.00	\$ 65,371.00	\$ 68,639.00	\$ 72,071.00
Public Safety Dispatcher I	29	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.43	\$ 38.25
		Monthly	\$ 5,454.00	\$ 5,726.75	\$ 6,013.08	\$ 6,313.67	\$ 6,629.42
		Annually	\$ 65,448.00	\$ 68,721.00	\$ 72,157.00	\$ 75,764.00	\$ 79,553.00
Public Safety Dispatcher II	33	Hourly	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.35	\$ 43.42
		Monthly	\$ 6,191.25	\$ 6,500.75	\$ 6,825.75	\$ 7,167.08	\$ 7,525.42
		Annually	\$ 74,295.00	\$ 78,009.00	\$ 81,909.00	\$ 86,005.00	\$ 90,305.00
Range Master	46	Hourly	\$ 47.87	\$ 50.27	\$ 52.79	\$ 55.42	\$ 58.20
		Monthly	\$ 8,297.47	\$ 8,713.47	\$ 9,150.27	\$ 9,606.13	\$ 10,088.00
		Annually	\$ 99,569.60	\$ 104,561.60	\$ 109,803.20	\$ 115,273.60	\$ 121,056.00
Reserve Police Officer	7641	Hourly	\$ 20.64	\$ 21.69	\$ 22.79	\$ 23.96	\$ 25.15
		Monthly	\$ 3,577.60	\$ 3,759.60	\$ 3,950.27	\$ 4,153.07	\$ 4,359.33
		Annually	\$ 42,931.20	\$ 45,115.20	\$ 47,403.20	\$ 49,836.80	\$ 52,312.00
Reserve Police Officer Special Detail	N/A	Hourly	\$ 43.19	\$ 45.35	\$ 47.62	\$ 50.00	\$ 52.50
		Monthly	\$ 7,486.27	\$ 7,860.67	\$ 8,254.13	\$ 8,666.67	\$ 9,100.00
		Annually	\$ 89,835.20	\$ 94,328.00	\$ 99,049.60	\$ 104,000.00	\$ 109,200.00
Special Projects Administrator	7643	Hourly	\$ 27.58				\$ 165.50
		Monthly	\$ 4,780.53				\$ 28,686.67
		Annually	\$ 57,366.40				\$ 344,240.00
Storekeeper Aide	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Streets Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00
Student Intern	18	Hourly	\$ 23.98	\$ 25.18	\$ 26.44	\$ 27.76	\$ 29.15
		Monthly	\$ 4,156.53	\$ 4,364.53	\$ 4,582.93	\$ 4,811.73	\$ 5,052.67
		Annually	\$ 49,878.40	\$ 52,374.40	\$ 54,995.20	\$ 57,740.80	\$ 60,632.00
Wastewater Maintenance Worker	24	Hourly	\$ 27.81	\$ 29.20	\$ 30.66	\$ 32.20	\$ 33.80
		Monthly	\$ 4,820.40	\$ 5,061.33	\$ 5,314.40	\$ 5,581.33	\$ 5,858.67
		Annually	\$ 57,847.00	\$ 60,739.00	\$ 63,776.00	\$ 66,965.00	\$ 70,313.00

**MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Memorandum of Understanding Between the City of Chino and the American Federation of State, County and Municipal Employees (AFSCME).

RECOMMENDATION

1) Adopt Resolution No. 2026-005 approving the Memorandum of Understanding between the City of Chino and the American Federation of State, County and Municipal Employees ("AFSCME"); 2) Adopt Resolution No. 2026-002 approving the Classification Plans and Compensation Schedules for AFSCME; and 3) Approve appropriation in the amount of \$318,187 to the various funds listed below in the fiscal impact.

FISCAL IMPACT

Requires an appropriation from the funds listed below, for an estimated total of \$318,187. There are enough reserves of fund balance in each of the funds listed below in FY 2025-26. Detailed cost out information is on file in the Finance Department.

Transportation Fund 320	\$36,328	Storm Drain 540	\$7,564
Landscape Lighting Fund 360	\$32,568	Employee Svcs Fund 640	\$139,340
Assessment District Fund 361	\$3,481	Building Mgmt Fund 650	\$20,967
Water Fund 520	\$56,638	Equipment Mgmt Fund 660	\$13,737
Sewer Fund 530	\$7,564	GRAND TOTAL	\$318,187

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning
- Integrity and Accountability

Revenue: Click or tap here to enter text.

Expenditure:

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

BACKGROUND

On June 30, 2025, the Memoranda of Understanding (“MOUs”) with all City bargaining groups expired. In anticipation of this, designated City staff and labor representatives engaged in good faith negotiations regarding compensation and terms of employment.

Throughout the process, City representatives sought guidance and authorization from the City Council to respond to proposals, ensuring alignment with workforce needs and available resources. An agreement has now been reached with the remaining bargaining group, AFSCME, which includes a competitive salary and benefits package aimed at attracting and retaining highly qualified employees.

ISSUES/ANALYSIS

The City’s negotiations team worked with AFSCME to reach a fair and equitable agreement through open communication and good faith bargaining. Compensation and benefits were determined based on current economic conditions and a review of the previous agreement.

A key focus was refining language in the MOU for clarity and consistency. The team also prioritized developing a comprehensive AFSCME MOU, incorporating previously approved side letters to enhance transparency around salary and benefits.

The City has now reached an agreement with AFSCME for the period of July 1, 2025 through June 30, 2027. The AFSCME MOU includes updates to salaries and benefits, which is attached under Resolution No. 2025-005. If adopted by City Council, Resolution No. 2025-005 will provide employees with:

- A 3% cost-of-living wage adjustment (“COLA”), effective the beginning of the pay period that includes July 1, 2025.
- A 3% COLA, effective the beginning of the pay period that includes July 1, 2026.
- Cash out of unused banked holidays at the end of each fiscal year.
- Increase in Bilingual Pay from \$100 to \$160 per month for eligible employees.
- City deferred compensation match of \$100 per month for eligible employees.
- Additional \$50 (for a total of \$250) for each eligible certificate beyond the job classification requirements.

If adopted, Resolution No. 2026-002 will update the classification plans and compensation schedules for AFSCME. The salary schedules must also be adopted by City Council in order to comply with Title 2, Section 570.5 of the California Code of Regulations.

Attachments:

- 1) Resolution No. 2026-005 AFSCME MOU
- 2) Resolution No. 2026-002 AFSCME Classification Plans and Compensation Schedules

RESOLUTION NO. 2026-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix the compensation for all employees through a resolution or ordinance; and

WHEREAS, representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees have reached an agreement for a successor Memorandum of Understanding covering the period of July 1, 2025 through June 30, 2027 ("AFSCME MOU 2025-27"); and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt the AFSCME MOU 2025-27 to memorialize and confirm updated compensation and benefits for affected employees.

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

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

SECTION 2. The City Council hereby approves and adopts the Memorandum of Understanding between representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees covering the period of July 1, 2025 through June 30, 2027, which is attached hereto as Exhibit A.

SECTION 3. The City Clerk shall certify the adoption of this Resolution effective January 20, 2026.

APPROVED AND ADOPTED THIS 20th day of January, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees covering the period of July 1, 2025 through June 30, 2027

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

American Federation of State, County and
Municipal Employees

July 1, 2025 to June 30, 2027

**MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME DISTRICT COUNCIL 36 – LOCAL 3183)
(A RECOGNIZED EMPLOYEE UNION)**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME)/CHINO PUBLIC WORKS SERVICES
[A RECOGNIZED EMPLOYEE UNION]**

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

- A. The American Federation of State, County and Municipal Employees, hereinafter referred to as “AFSCME”, is the recognized employee organization for all regular, full-time Services employees in the City of Chino, hereinafter referred to as the “City”. The current positions of the AFSCME can be found in the current Classification and Compensation Schedule – Non-Management Positions.

Cross Connection Specialist
Equipment Mechanic
Equipment Lead Mechanic
Facilities Maintenance Supervisor
Facilities Maintenance Lead Technician
Facilities Maintenance Technician
Facilities Worker
Grounds Maintenance Lead Worker
Grounds Maintenance Worker
Maintenance Coordinator
Recycled Water Coordinator
Streets Maintenance Lead Worker
Streets Maintenance Worker
Wastewater Maintenance Lead Worker
Wastewater Maintenance Worker
Water Distribution Lead Operator
Water Distribution Operator
Water Meter Lead Technician
Water Meter Technician
Water Quality Technician
Water Treatment Operator
Water Treatment Lead Operator

- B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and AFSCME have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in AFSCME.

- C. The authorized representatives of the City and AFSCME have reached mutual agreement on wages, hours and other terms and conditions of employment for these employees.

THEREFORE, the City and AFSCME agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027. (Note: The provisions of this Memorandum of Understanding apply only to those individuals who are employed with the City of Chino on the day following the adoption of a formal resolution by City Council approving this MOU.)

1. AB119 UNION INFORMATION

City and AFSCME District – Council 36 (AFSCME) agree to the following:

- ❖ City will provide at least ten (10) calendar days' notice to AFSCME of new employee orientation.
- ❖ AFSCME will be provided up to thirty (30) minutes at the new employee orientation to speak with new employees.
- ❖ City will provide AFSCME electronic copy of name, hire date, salary, email, home address, and cell phone number of all new bargaining unit employees within thirty (30) days of hire.
- ❖ Upon request, provide name, salary, hire date, email, home address and cell phone number for all bargaining unit employees .
- ❖ Upon notification, the City shall deduct Union dues from pay of employees represented by Union.

2. ACTING PAY

The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive work days or for twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or "A" Step of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

Subject to the conditions noted above, a qualifying employee will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will then receive Acting Pay retroactive to the first day of serving in the acting capacity.

3. ADDITIONAL DUTY PAY

Afforded to an employee who takes on a significant number of extra assignments in an area different from their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director.

The additional duty pay will be restricted to no more than a twelve (12) month limit. In extenuating circumstances, the Department Head may request and extension of the additional duty pay past the

twelve (12) month limit. This request must be made in writing to the City Manager with justification as to why an extension is required. The extension must include the date the additional duty pay will expire and a copy of the signed extension must be attached to the Personnel Action Form (PAF).

4. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental, and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Also see Regular Rate of Pay Section in this MOU.

5. BEREAVEMENT LEAVE

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified family member is provided. A qualified is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written

verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

6. BILINGUAL PAY

Effective the pay period beginning on February 2, 2026, employees are eligible to receive a one hundred and sixty dollar (\$160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that their Department Director deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine an employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
- b. Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by their Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on-the-job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

7. CALL BACK TO DUTY

See Standby Pay and Call Back to Duty Compensation Section in this MOU.

8. CERTIFICATION

Certification pay is available for the certifications listed below with supervisory approval when the certification is job-related. Employees must submit appropriate documentation annually, and compensation is provided on a fiscal year basis. Prorated payment applies if the certification is obtained mid-year, if the employee transfers to a role where the certification is no longer applicable, or upon termination.

Effective the pay period beginning on February 2, 2026, for any certification that is required of the job classifications, employees will receive two hundred dollars (\$200) per certificate. For any other certifications that are above and beyond what is required of the job classifications, employees will receive an additional fifty dollars (\$50) per certificate up to the maximums stated below.

WATER

Employees assigned to the Water Section, and to any employee in the Water Services Unit who is granted placement on the Duty Call-out Roster are eligible for certification pay as follows:

- Two hundred dollars (\$200) per certificate per year for a total of thirteen (13) certificates as follows:

If the employee leaves the Water Section or removes themselves (if not assigned to the Water Section) from the Duty Call-out Roster prior to the expiration of twelve (12) months, after receipt of Water Certification compensation, then the City has the right to prorate the Water Certification compensation over twelve (12) months and to deduct these funds from the employee's paycheck.

1. Water Distribution Certificates D1 – D5 (total 5)
2. Water Treatment Certificates T1 – T5 (total 5)
3. Water Quality Certificates (total 3 and must possess at least 2)
 - a. San Bernardino County Department of Public Health, Division of Environmental Health Services Certified Backflow Prevention Device Tester.
 - b. American Water Works Association (California/Nevada Section) Backflow Prevention Tester.
 - c. American Water Works Association (California/Nevada Section) Cross Connection Control Specialist.

Employees who receive Water Certification pay and leave the Water Division or remove themselves from the Duty Call-out Roster within twelve (12) months may have the compensation prorated and repaid via Payroll deductions.

EQUIPMENT MECHANIC AND LEAD EQUIPMENT MECHANIC

Equipment Mechanics and Lead Equipment Mechanics may receive two hundred dollars (\$200) per qualifying certificate, up to eight (8) certificates, per fiscal year. Qualifying certifications include:

1. ASE Automobile Suspension and Steering.
2. ASE Automobile Brakes.
3. ASE Automobile Heating and Air Conditioning.
4. Heavy Truck Preventative Maintenance.
5. Master Class/eight (8) certificates (A1 – A8 and T1 – T8).

CERTIFIED PLAYGROUND SAFETY INSPECTOR CERTIFICATION

One (1) employee holding a Certified Playground Safety Inspector (CPSI) certification issued by the National Recreation and Park Association may receive two hundred dollars (\$200) per fiscal year.

QUALIFIED PESTICIDE APPLICATOR

Up to three (3) employees holding a Qualified Applicator Certificate may receive two hundred dollars (\$200) per fiscal year.

ARBORIST

One (1) employee holding a certified arborist credential may receive two hundred dollars (\$200) per fiscal year.

COMMERCIAL DRIVER'S LICENSE

Employees in the positions requiring a California Class "A", Class "B", or Class "C" with Hazmat endorsement driver's license are eligible for two hundred and fifty dollars (\$250) per fiscal year in certification pay.

Also see Training for Commercial Driver License section in this MOU.

9. COMPENSATORY TIME

Employees may accrue a rolling maximum of forty (40) hours of Compensatory Time off. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay at the hourly rate existing at the time of distribution. Accrued Compensatory Time may be converted to cash twice annually, in the first paycheck in April and/or the second paycheck in November of each year. Upon separation from employment, accumulated compensatory time off will be converted to cash at the then existing base hourly rate.

Employees will be eligible to earn Compensatory Time only when working overtime within their assigned Department. All Overtime earned outside of the employee's assigned Department will be paid.

10. COMPUTER LOAN PROGRAM

Non-probationary employees are eligible to participate in a Computer Loan Program managed by the Finance Department.

11. COST OF LIVING ADJUSTMENT (COLA)

Increase to employee's base wages/salary ranges as follows:

- ❖ Effective the beginning of the pay period that includes July 1, 2025: A retroactive three percent (3%) cost-of-living wage adjustment that shall apply only to AFSCME Employees still on payroll at the time of City Council approval of the successor MOU through the adoption of the resolution approving the same.
- ❖ Effective the beginning of the pay period including July 1, 2026: Three percent (3%).

For any part-time position that receives a mandated wage increase (due to the minimum wage law), the full-time position will receive the same increase.

12. DEATH BENEFIT

Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management Department at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave time will be paid out at the rate established by years

of service. If the employee would have been eligible for retirement using the definition in CalPERS, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out of the employee's accrued Sick Leave on record.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

13. DEFERRED COMPENSATION PLAN

A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Effective the pay period beginning on February 2, 2026, employees will receive a one hundred dollar (\$100) per month City match to their Deferred Compensation Plan provided the employee contributes one hundred dollars (\$100) per month to their City Deferred Compensation account. If the employee does not contribute to the Deferred Compensation account each month, they will not be eligible for the City match.

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick/Vacation/Floating Holiday/Sick Leave Conversion/Compensatory Time hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 Catch-up" privileges available to them, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" - Sick Leave

Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be counted towards the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave

In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks

In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Compensatory Time) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"

In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave, Floating Holiday, Sick Leave Conversion, Compensatory Time and/or accrued Vacation Leave to contribute this additional amount.

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

14. DIRECT DEPOSIT

All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

15. DISABILITY

Full-time, non-probationary employees are eligible for a City-funded Short/Long-term disability plan which provides for salary continuation effective on the 41st consecutive calendar day of disability at a rate of 100% of the employee's base salary. On the 61st consecutive calendar day of disability, salary continuation is paid at a rate of up to 66-2/3% of salary at time of disability, with a provision to continue regular benefits and benefit accruals. The entire benefit period will not exceed five (5) years.

16. DISCIPLINARY APPEAL PROCEDURE

Resolution 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

17. FLEXIBLE BENEFITS SPENDING PLAN

A Section 125 Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

18. FLOATING HOLIDAY TIME

Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash-out up to thirty five (35) hours of Floating Holiday Time, one time per fiscal year, in one set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed-out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

19. HOLIDAYS

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day

Martin Luther King

Presidents Day
Independence Day
Veterans Day
Day following Thanksgiving
Christmas Day

Memorial Day
Labor Day
Thanksgiving Day
Christmas Eve
New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday. To be eligible for an observed holiday, employees must be paid for the regularly scheduled workday before and the day after which immediately follows the observed holiday to receive pay for that holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

When a City-designated holiday is observed on an employee's scheduled day off, holiday hours will be credited to the employee. The employee is required to initiate contact with their supervisor in writing to request authorization to utilize these banked holiday hours. Any remaining time will be paid out in the final payroll check of each fiscal year.

When an employee separates from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday will be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

In any instance where an employee works on a holiday, the employee may choose one (1) of the following options for compensation:

- a) Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime hours; or
- b) Be paid holiday hours at straight time and be paid hours worked at overtime rate.

20. HOLIDAY CLOSURE

The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion, Holiday Comp Time or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, Compensatory Time, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

21. JURY DUTY

Employees are compensated for jury service of ten (10) work days per fiscal year. A “work day” is defined as a regularly scheduled day of work for the employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

22. LABOR-MANAGEMENT COMMITTEE

Beginning in 2016, on or about January and July, AFSCME representatives, Human Resources staff, and supervisors of the Public Works Department will meet to discuss issues affecting the AFSCME membership. Labor-Management meetings will not be mandatory; both parties agree that meetings will be held only if there are viable issues to discuss.

23. LIFE INSURANCE

Employees are provided \$100,000 in life insurance coverage. Also see Death Benefit Section in this MOU.

24. LONGEVITY PAY

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- ❖ 10 years of service - \$500 paid in lump sum at time of anniversary.
- ❖ 15 years of service - \$1,000 paid in lump sum at time of anniversary.
- ❖ 20 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$2,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$2,500 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$3,000 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$3,500 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$4,000 paid in a lump sum at time of anniversary.

25. LUNCH BREAK (EXTENDED)

Four (4) times per year, at the Department Director’s discretion, employees who elect to attend City designated events will be authorized to receive a 1-hour lunch break (i.e., regular 30 minute unpaid lunch break plus an additional 30 minute lunch break with no time deducted from the employee’s accrued leave account). One of the four times per year in which this benefit will be provided has been pre-authorized for use by AFSCME for attendance by employees at a AFSCME meeting. AFSCME will provide the Department Director with fourteen (14) calendar days written advance notice of the date of the AFSCME meeting.

26. MILEAGE REIMBURSEMENT

The City agrees to reimburse employees authorized by their Department Director for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided. The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

27. OVERTIME

Overtime will be paid for hours worked in excess of forty (40) hours in a seven (7) day work week.*

*Also see Regular Rate of Pay and Work Schedule Sections in this MOU.

28. RECRUITMENT INCENTIVE

For recommendation resulting in sworn Officer new hire as follows:

\$2,000 @ hire + \$500 @ completion of probation for entry level.

\$4,000 @ hire + \$1,000 @ completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

\$2,000 @ hire + \$500 @ time of completion of probation.

29. REGULAR RATE OF PAY

For purposes of determining the “regular rate” of pay in calculating Fair Labor Standards Act (“FLSA”) overtime, the “regular rate” of pay includes “all remuneration for employment paid to, or on behalf of, the employee” except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding (“MOU”) will be included for purposes of determining the “regular rate” of pay:

- ❖ Acting Pay
- ❖ Additional Duty Pay
- ❖ Unused portions of the Benefit Bank received as cash
- ❖ Bilingual Pay
- ❖ Certification Pay
- ❖ Commercial Driver’s License Pay
- ❖ Longevity Pay
- ❖ Special Assignments Pay
- ❖ Standby Pay
- ❖ Work Boots and Work Shoes

For purposes of calculating the total hours actually worked in the work period, all hours taken as leave during the work period will continue to be deducted from total number of hours actually paid.

See also Overtime and Work Schedule Sections of this MOU.

30. REHIRE POLICY

An employee who resigns from City employment and at the time of resignation is eligible for rehire, and who is, in fact, rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. This buy back will be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

31. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE

An employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in their Personnel File. If the employee, or the employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

32. RETIREMENT

Retirement Plans – The City has a three-tier retirement plan as follows:

- A. Employees hired before the contract amendment with CalPERS, effective October 16, 2011, will continue to be eligible for the 2.7% at age 55 Plan with the single highest year final compensation.
- B. Employees hired on or after the contract amendment with CalPERS, effective October 16, 2011, will be enrolled in the 2% at age 55 Plan with a 3-year average final compensation.
- C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan with a 3-year average final compensation.

Member Contribution to CalPERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

- A. 2.7% at 55, if hired before October 16, 2011:
 - 1) Employee contribution rate – 8% of reportable compensation.
- B. 2% at 55, if hired on or after October 16, 2011:
 - 1) Employee contribution rate – 7% of reportable compensation.
- C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
 - 1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

33. SAFETY INCENTIVE PROGRAM

For any 3-month period, using the quarters of July – September; October – December; January – March; and, April – June, that eligible employees, as a group, experience no work-related illness or injury, except for that requiring first aid treatment, affected employees will be credited with paid time off equal to five (5) hours. This paid time off will be placed in a leave bank which may be used at a time of the employee's choosing within a one (1) year period. Any hours remaining in this leave bank after a one (1) year period will be removed from the records without further consideration. This leave bank is not eligible to be converted to cash at any time. Injuries that arise out of no-fault by the City employee will not affect this incentive. "No fault" will be determined by the Director of Human Resources/Risk Management after reviewing recommendations from the Deputy Director of Development Services and/or the Public Works Services Manager.

34. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one half (1 ½) times as long as the overpayment period.

B. Recovery

If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

35. SEPARATION FROM CITY

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or comp) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

36. SICK LEAVE

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment of any Sick Leave hours for time missed from work.

37. SICK LEAVE HIRING INCENTIVE

A new employee may be credited with up to two hundred (200) hours of Sick Leave as long as the prior employer did not compensate the employee for these Sick Leave hours at the amount proposed or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

38. SICK LEAVE BUY-BACK

At separation of employment the City will buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%

15 years	40%
20 or more years	45%

The City will buy back accrued Sick Leave at 100% for any service or disability retirement following five (5) years of continuous full-time service with the City as the final employer.

39. SICK LEAVE CONVERSION TO PERSONAL LEAVE

For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0+64+56=120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10+56+54=120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20+48+52=120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30+40+50=120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40+32+48=120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50+24+46=120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60+16+44=120 hrs

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to another. Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

40. SICK LEAVE PROGRAM

Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

41. SPECIAL ASSIGNMENTS

Employees will be subject to mandatory transfers into “Special Assignments” to meet the operational needs of the City (excepting positions requiring an official Police Background be conducted, which remain subject to voluntary transfer). Training will be provided, as needed, to assist in the transition of acquiring new duties and responsibilities. If an employee has a specific concern relative to the “Special Assignment” they have been chosen to fill, a discussion will be held that may include the affected employee, their representative, the Director of Human Resources/Risk Management and any other relevant party.

An employee will experience no change in compensation if the “Special Assignment” is deemed to be set at a lower pay grade than the employee is currently earning. If an employee is placed in a position at a higher pay grade than the employee is currently earning, this will be deemed to be “Acting Duty” and will be compensated in accordance with the City’s Rules regarding “Acting Duty” status. The period over which “Acting Duty” can be continued will not be limited by the timeline set in the Personnel Rules. An employee on “Special Assignment” will not be placed on probationary status. The length of time to be worked in a “Special Assignment” is undetermined; however, an employee, or their representative, may periodically request a status report as to the anticipated continuation of their “Special Assignment” job.

An employee demonstrating a bonafide inability to perform the duties of the “Special Assignment” (i.e., not performing at a satisfactory level or better) will not be subject to termination if said substandard performance is based on a lack of job skill or a disability.

42. STANDBY PAY AND CALL BACK TO DUTY COMPENSATION

Three (3) hours of straight time compensation per twenty four (24) hours of Standby duty are provided. Employees who are required to be on Standby duty will be paid at one and one-half (1-1/2) times their hourly base rate of pay with a two (2) hour minimum guarantee for actual time worked in response to a Call Back while on Standby duty. A maximum of thirty (30) minutes driving time each way is included within actual time worked.

On City-designated holidays, the employees will be paid four (4) hours of straight time compensation per twenty four (24) hours of Standby duty and paid at one and one-half (1-1/2) times their hourly base rate of pay with a four (4) hour minimum guarantee for actual time worked in response to a Call Back. A maximum of thirty (30) minutes driving time each way is included within actual time worked.

Pre-scheduled service checks, authorized by the Department Director or their designee, will be paid at the rate of one and one-half (1-1/2) times and has no effect on the Standby pay. Work hours for pre-scheduled service checks will not include time spent in traveling to and from the worksite unless a duty vehicle has been assigned for purposes of responding to Call Back.

43. TOOL ALLOWANCE

Employees holding the position classification of Equipment Mechanic and Lead Equipment Mechanic will receive reimbursement for replacement tools or specialty tools approved by their supervisor prior to the purchase of the tool. Employees are required to submit a receipt for reimbursement. Employee may receive reimbursement of up to a maximum of one thousand five hundred dollars (\$1,500) per fiscal year.

44. TRAINING FOR COMMERCIAL DRIVER LICENSE

Employees who must keep a Class “A”, Class “B” or Class “C” with Hazmat Endorsement, also known as a Commercial Drivers’ License, as part of their job requirements will be provided with training by the City. The determination as to whether training will be provided onsite or elsewhere during regular work hours at the City’s expense, will be solely at the discretion of the City. The

City takes no responsibility for the employee passing the necessary tests to qualify for a Commercial Driver's License and provision of this benefit does not guarantee an employee regular placement in a position if the employee does not qualify and obtain a Commercial Driver's License prior to the end of their probationary period.

45. TUITION ADVANCE PROGRAM

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand five hundred dollars (\$3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources/Risk Management Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of

completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

46. TUITION REIMBURSEMENT – ENHANCED PROGRAM

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

47. UNIFORMED PERSONNEL

Refer to attached Exhibit A for eligibility. Employees agree to accept only those uniforms needed and to return any unused uniforms to the City. Shirts, pants, sweatshirts, jackets and hats shall be returned to the employee's Department supervisor for replacement as needed.

Also see Work Boots & Work Shoes Section in this MOU.

48. UNION BUSINESS:

Union members are provided with twenty four (24) hours of paid leave per fiscal year, to attend training or other related business in the interests of AFSCME, at times authorized by the City. In years during which negotiations for a successor MOU occurs, an additional six (6) hours for a total of thirty (30) hours of paid leave will be made available to AFSCME members. These hours do not accumulate and cannot be carried over from one fiscal year to the next.

49. UNION REPRESENTATION – REQUEST FOR DECERTIFICATION:

The City will amend its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources/Risk Management no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- a. The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.

- b. The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
- c. Proof that the incumbent recognized employee organization no longer represents more than 50% of the employees in the represented unit, and any other relevant and material facts, including verification that more than 50% of the represented unit no longer desire to be represented by the recognized employee organization.

Such proof will be submitted for verification to the Director of Human Resources/Risk Management. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within one month (30 days) prior to filing the Decertification Petition with the Director of Human Resources/Risk Management.

If an accompanying Request for Recognition is filed, and decertification of the incumbent recognized employee organization is made, such documentation will also determine the wishes of employees as to the question of representation.

50. VACATION LEAVE

Maximum accrual of Vacation is four hundred (400) hours. Upon separation from City employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave Conversion. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6-24	12 days p/year (10.0000 hours p/month)
25-48	15 days p/year (12.5000 hours p/month)
49-108	18 days p/year (15.0000 hours p/month)
109-120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

51. VACATION LEAVE BUY BACK

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back.

52. VACATION LEAVE CONVERSION

Employees who have accrued a minimum of one hundred and twenty (120) hours of Vacation Leave may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half the number of accrued leave hours requested excluding Sick Leave, must have been taken as time off. Note: usage requirement will be waived for "activated" military personnel.

53. WORK BOOTS AND WORK SHOES

All employees covered under this agreement will receive a three hundred dollar (\$300) allowance in their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

54. WORK SCHEDULE

The City shall establish work schedules as may be necessary for efficient and economical provision of services for the public and to make such adjustments in work schedules as are, from time to time, required.

The Fair Labor Standards Act defines a work period as a regularly recurring period of one hundred and sixty eight (168) hours in seven consecutive 24-hour periods. The 7-day work period need not coincide with the calendar week. For purposes of this Agreement, the 7-day work period begins at midnight each Monday and ends at 11:59 pm the following Sunday.

Employees of this Union shall work a forty (40) hour work week under either a 4/10, 9/80 or 5/40 schedule.

- ❖ Employees assigned a 4/10 work schedule shall work four (4) consecutive work days of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off.
- ❖ Employees assigned a 9/80 work schedule shall work eight (8) work days of nine (9) hours each, and one (1) day of eight (8) hours, exclusive of the meal period. The designated Fair Labor Standards Act (FLSA) workweek shall begin exactly four hours after the start of their 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.
- ❖ Employees assigned a 5/40 work schedule shall work a week of five (5) consecutive work days of eight (8) hours each within a seven (7) day period and two (2) consecutive days off.

Also see Overtime and Regular Rate of Pay Sections in this MOU.

55. WORKERS' COMPENSATION PROGRAM

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, their duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick Leave, Vacation Leave, Floating Holiday Leave, and/or Compensatory Time off for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond 14 calendar days the City will credit the employee for the first three (3) days of

Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

56. WORKERS' COMPENSATION PREMIUM PAYMENT

In the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

57. SAVINGS CLAUSE

Should any clause in this Memorandum of Understanding be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Memorandum of Understanding will remain in full force and effect. The City and AFSCME will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

58. MAINTENANCE OF EXISTING BENEFITS

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by the employees will remain in full force and effect during the term of this agreement unless mutually agreed to the contrary by both the City and AFSCME or determined by law and/or a court of competent jurisdiction to be unlawful.

59. IMPLEMENTATION

The terms of this Memorandum of Understanding are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.


AFSCME proposals for the next agreement are requested to be served on the City by no later than April 15 of each year

60. TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and AFSCME agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Signatures on following page.

AFSCME
Memorandum of Understanding
July 1, 2025 – June 30, 2027



Alex Banuelos, President
AFSCME Local 3183

1-7-26

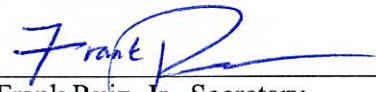
Date



Andy Llamas, Treasurer
AFSCME Local 3183

1/7/26

Date



Frank Ruiz, Jr., Secretary
AFSCME Local 3183

1-7-26


Date



Max Singletary, Member at Large
AFSCME Local 3183

1-7-26


Date



Luis Schmidt
AFSCME D.C. 36 Representative

1-07-2026

Date



Linda Reich, City Manager
City of Chino

1-13-26

Date



Terry Doyle, Director of HR/RM
City of Chino

1-7-2026

Date

EXHIBIT A - UNIFORMS FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

Eligible Positions	Maintenance Worker Water Distribution Operator Water Quality Technician Water Systems Operator Water Systems Lead Op	Asst. Water Utilities Supervisor Maintenance Lead Worker Water Distribution Lead Operator	Lead Equipment Mechanic Equipment Mechanic	Customer Service Rep. Lead Customer Service Rep.	Bldg. Maintenance Worker Facilities Worker Bldg. Maintenance Supervisor
Description of Required Uniforms	Combination of up to 10 shirts or button up rental uniform shirts; duty personnel may have up to 12 shirts and 1 extra jacket. Combination of up to 10 shorts/long pants; 1 regular hat; 1 summer hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 10 shirts or button up rental uniform shirts; duty personnel may have up to 12 shirts and 1 extra jacket. Combination of up to 10 shorts/long pants; 1 regular hat; 1 summer hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 10 shirts or button up rental uniform shirts; combination of up to 10 shorts/long pants; 1 regular hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 5 polo shirts (long sleeve and short sleeve button down shirts or other City approved shirts) with logo on left sleeve, first name on right label and title on left label. Combination of up to 5 shorts/long pants; 1 straw hat or hat per fiscal year to be replaced upon supervisor's approval; 1 sweatshirt; 1 jacket with City logo on left sleeve and color to be determined by department.	Combination of up to 5 shirts or 9 rental shirts (which include polo shirts or rental uniform shirts) with logo on left sleeve, first name on right label, and title on left label. Combination of up to 9 flat front Dickie or similar style shorts, uniform long pants or cargo shorts for work-related purposes; up to 4 hats; 1 sweatshirt and 1 jacket with City logo on left sleeve and color to be determined by department.
T-Shirt Long Sleeve or Short Sleeve (City-owned)	Up to 10* per fiscal year	Up to 9* per fiscal year	Up to 10 per fiscal year	N/A	Up to 10 grey shirts per fiscal year
Button Up Uniform Shirt	Up to 10* per fiscal year	At least 1 and up to 10* per fiscal year	Up to 10 per fiscal year	N/A	Up to 9 per fiscal year
Polo Shirt (City-owned)	Up to 5 per fiscal year	N/A	N/A	Up to 5 per fiscal year	Up to 5 per fiscal year
Combination Pants/Shorts	Up to 10 per fiscal year	Up to 10 per fiscal year	Up to 10 per fiscal year	Up to 5 per fiscal year	Up to 9 per fiscal year
Hats	2 per fiscal year	2 per fiscal year	1 as needed	1 per fiscal year	Up to 4 per fiscal year
Sweatshirt (City-owned)	1 per fiscal year	1 per fiscal year	1 per fiscal year	1 as needed	1 as needed
Jackets (City-owned)	1 as needed	1 as needed	1 as needed	1 as needed	1 as needed
Short-Sleeve Button Down Shirts	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Long-Sleeve Button Down Shirts	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Grey T-Shirt Short Sleeve	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Grey T-Shirt Long Sleeve	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Raigear, gloves, safety glasses and safety sunglasses (Non-PERSable)	1 of each per fiscal year	1 of each per fiscal year	1 of each per fiscal year	N/A	1 of each per fiscal year

*Duty Personnel may have up to a total of 12 shirts (t-shirts and uniformed shirts combined) and 1 jacket.

RESOLUTION NO. 2026-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING THE CITY'S CLASSIFICATION PLANS AND COMPENSATION SCHEDULES FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

WHEREAS, the City of Chino is a contracting agency under the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, CalPERS requires that publicly available pay schedules be duly adopted and approved by the employer's governing body in accordance with Title 2, California Code of Regulations ("CCR") § 570.5; and

WHEREAS, the City Council previously adopted Resolution No. 2023-034 approving the Classification Plans and Salary Schedules for the American Federation of State, County and Municipal Employees ("AFSCME"); and

WHEREAS, the City and AFSCME have reached an agreement for a successor Memorandum of Understanding ("MOU") covering the period of July 1, 2025 through June 30, 2027; and

WHEREAS, the attached salary schedule for AFSCME reflects a three percent (3%) cost-of-living wage adjustment ("COLA") applied to the base wages/salary ranges of each classification represented by AFSCME negotiated as part of the MOU effective the beginning of the pay period that includes July 1, 2025; and

WHEREAS, the attached salary schedule for AFSCME reflects a three percent (3%) COLA applied to the base wages/salary ranges of each classification represented by AFSCME negotiated as part of the MOU effective the beginning of the pay period that includes July 1, 2026.

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

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

SECTION 2. The City Council hereby approves and adopts the Classification Plans and Compensation Schedules for AFSCME, which are attached hereto as Exhibit A.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED THIS 20th day of January, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

EXHIBIT A. Classification Plans and Compensation Schedules for AFSCME

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

City of Chino
AFSCME Compensation Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range	Step A			Step B			Step C			Step D			Step E		
Cross Connection Specialist	35	Hourly	\$	35.43	\$	37.20	\$	39.06	\$	41.01	\$	43.06				
		Monthly	\$	6,140.75	\$	6,447.83	\$	6,770.17	\$	7,108.75	\$	7,464.17				
		Annually	\$	73,689.00	\$	77,374.00	\$	81,242.00	\$	85,305.00	\$	89,570.00				
Equipment Lead Mechanic	36	Hourly	\$	36.31	\$	38.13	\$	40.04	\$	42.04	\$	44.14				
		Monthly	\$	6,294.25	\$	6,609.00	\$	6,939.42	\$	7,286.42	\$	7,650.75				
		Annually	\$	75,531.00	\$	79,308.00	\$	83,273.00	\$	87,437.00	\$	91,809.00				
Equipment Mechanic	30	Hourly	\$	31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06				
		Monthly	\$	5,427.58	\$	5,698.92	\$	5,983.83	\$	6,283.08	\$	6,597.25				
		Annually	\$	65,131.00	\$	68,387.00	\$	71,806.00	\$	75,397.00	\$	79,167.00				
Facilities Maintenance Supervisor	44	Hourly	\$	44.24	\$	46.46	\$	48.78	\$	51.22	\$	53.78				
		Monthly	\$	7,668.92	\$	8,052.42	\$	8,455.00	\$	8,877.83	\$	9,321.67				
		Annually	\$	92,027.00	\$	96,629.00	\$	101,460.00	\$	106,534.00	\$	111,860.00				
Facilities Maintenance Lead Technician	32	Hourly	\$	32.90	\$	34.54	\$	36.27	\$	38.08	\$	39.99				
		Monthly	\$	5,702.33	\$	5,987.42	\$	6,286.75	\$	6,601.08	\$	6,931.25				
		Annually	\$	68,428.00	\$	71,849.00	\$	75,441.00	\$	79,213.00	\$	83,175.00				
Facilities Maintenance Technician	26	Hourly	\$	28.37	\$	29.79	\$	31.28	\$	32.84	\$	34.48				
		Monthly	\$	4,917.08	\$	5,163.00	\$	5,421.08	\$	5,692.08	\$	5,976.75				
		Annually	\$	59,005.00	\$	61,956.00	\$	65,053.00	\$	68,305.00	\$	71,721.00				
Facilities Worker	19	Hourly	\$	23.86	\$	25.06	\$	26.31	\$	27.63	\$	29.01				
		Monthly	\$	4,136.58	\$	4,343.42	\$	4,560.58	\$	4,788.67	\$	5,028.00				
		Annually	\$	49,639.00	\$	52,121.00	\$	54,727.00	\$	57,464.00	\$	60,336.00				
Grounds Maintenance Lead Worker	30	Hourly	\$	31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06				
		Monthly	\$	5,427.58	\$	5,698.92	\$	5,983.83	\$	6,283.08	\$	6,597.25				
		Annually	\$	65,131.00	\$	68,387.00	\$	71,806.00	\$	75,397.00	\$	79,167.00				
Grounds Maintenance Worker	24	Hourly	\$	27.00	\$	28.35	\$	29.77	\$	31.26	\$	32.82				
		Monthly	\$	4,680.17	\$	4,914.17	\$	5,159.83	\$	5,417.92	\$	5,688.75				
		Annually	\$	56,162.00	\$	58,970.00	\$	61,918.00	\$	65,015.00	\$	68,265.00				
Maintenance Coordinator	31	Hourly	\$	32.10	\$	33.70	\$	35.39	\$	37.15	\$	39.01				
		Monthly	\$	5,563.17	\$	5,841.42	\$	6,133.50	\$	6,440.17	\$	6,762.08				
		Annually	\$	66,758.00	\$	70,097.00	\$	73,602.00	\$	77,282.00	\$	81,145.00				
Recycled Water Coordinator	34	Hourly	\$	34.56	\$	36.29	\$	38.11	\$	40.01	\$	42.01				
		Monthly	\$	5,991.00	\$	6,290.58	\$	6,605.08	\$	6,935.33	\$	7,282.08				
		Annually	\$	71,892.00	\$	75,487.00	\$	79,261.00	\$	83,224.00	\$	87,385.00				
Streets Maintenance Lead Worker	30	Hourly	\$	31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06				
		Monthly	\$	5,427.58	\$	5,698.92	\$	5,983.83	\$	6,283.08	\$	6,597.25				
		Annually	\$	65,131.00	\$	68,387.00	\$	71,806.00	\$	75,397.00	\$	79,167.00				
Streets Maintenance Worker	24	Hourly	\$	27.00	\$	28.35	\$	29.77	\$	31.26	\$	32.82				
		Monthly	\$	4,680.17	\$	4,914.17	\$	5,159.83	\$	5,417.92	\$	5,688.75				
		Annually	\$	56,162.00	\$	58,970.00	\$	61,918.00	\$	65,015.00	\$	68,265.00				
Wastewater Maintenance Lead Worker	30	Hourly	\$	31.31	\$	32.88	\$	34.52	\$	36.25	\$	38.06				
		Monthly	\$	5,427.58	\$	5,698.92	\$	5,983.83	\$	6,283.08	\$	6,597.25				
		Annually	\$	65,131.00	\$	68,387.00	\$	71,806.00	\$	75,397.00	\$	79,167.00				
Wastewater Maintenance Worker	24	Hourly	\$	27.00	\$	28.35	\$	29.77	\$	31.26	\$	32.82				
		Monthly	\$	4,680.17	\$	4,914.17	\$	5,159.83	\$	5,417.92	\$	5,688.75				
		Annually	\$	56,162.00	\$	58,970.00	\$	61,918.00	\$	65,015.00	\$	68,265.00				
Water Distribution Lead Operator	35	Hourly	\$	35.43	\$	37.20	\$	39.06	\$	41.01	\$	43.06				
		Monthly	\$	6,140.75	\$	6,447.83	\$	6,770.17	\$	7,108.75	\$	7,464.17				
		Annually	\$	73,689.00	\$	77,374.00	\$	81,242.00	\$	85,305.00	\$	89,570.00				
Water Distribution Operator	29	Hourly	\$	30.55	\$	32.08	\$	33.68	\$	35.36	\$	37.13				
		Monthly	\$	5,295.17	\$	5,559.92	\$	5,837.92	\$	6,129.75	\$	6,436.33				
		Annually	\$	63,542.00	\$	66,719.00	\$	70,055.00	\$	73,557.00	\$	77,236.00				

City of Chino
AFSCME Compensation Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Water Meter Lead Technician	32	Hourly	\$ 32.90	\$ 34.54	\$ 36.27	\$ 38.08	\$ 39.99
		Monthly	\$ 5,702.33	\$ 5,987.42	\$ 6,286.75	\$ 6,601.08	\$ 6,931.25
		Annually	\$ 68,428.00	\$ 71,849.00	\$ 75,441.00	\$ 79,213.00	\$ 83,175.00
Water Meter Technician	26	Hourly	\$ 28.37	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.48
		Monthly	\$ 4,917.08	\$ 5,163.00	\$ 5,421.08	\$ 5,692.08	\$ 5,976.75
		Annually	\$ 59,005.00	\$ 61,956.00	\$ 65,053.00	\$ 68,305.00	\$ 71,721.00
Water Quality Technician	34	Hourly	\$ 34.56	\$ 36.29	\$ 38.11	\$ 40.01	\$ 42.01
		Monthly	\$ 5,991.00	\$ 6,290.58	\$ 6,605.08	\$ 6,935.33	\$ 7,282.08
		Annually	\$ 71,892.00	\$ 75,487.00	\$ 79,261.00	\$ 83,224.00	\$ 87,385.00
Water Treatment Lead Operator	40	Hourly	\$ 40.08	\$ 42.09	\$ 44.19	\$ 46.40	\$ 48.72
		Monthly	\$ 6,947.67	\$ 7,295.08	\$ 7,659.83	\$ 8,042.83	\$ 8,445.00
		Annually	\$ 83,372.00	\$ 87,541.00	\$ 91,918.00	\$ 96,514.00	\$ 101,340.00
Water Treatment Operator	34	Hourly	\$ 34.56	\$ 36.29	\$ 38.11	\$ 40.01	\$ 42.01
		Monthly	\$ 5,991.00	\$ 6,290.58	\$ 6,605.08	\$ 6,935.33	\$ 7,282.08
		Annually	\$ 71,892.00	\$ 75,487.00	\$ 79,261.00	\$ 83,224.00	\$ 87,385.00

City of Chino
AFSCME Compensation Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range	Step A			Step B			Step C			Step D			Step E		
Cross Connection Specialist	35	Hourly	\$	36.49	\$	38.31	\$	40.23	\$	42.24	\$	44.35				
		Monthly	\$	6,325.00	\$	6,641.25	\$	6,973.25	\$	7,322.00	\$	7,688.08				
		Annually	\$	75,900.00	\$	79,695.00	\$	83,679.00	\$	87,864.00	\$	92,257.00				
Equipment Lead Mechanic	36	Hourly	\$	37.40	\$	39.27	\$	41.24	\$	43.30	\$	45.46				
		Monthly	\$	6,483.08	\$	6,807.25	\$	7,147.58	\$	7,505.00	\$	7,880.25				
		Annually	\$	77,797.00	\$	81,687.00	\$	85,771.00	\$	90,060.00	\$	94,563.00				
Equipment Mechanic	30	Hourly	\$	32.25	\$	33.86	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.42	\$	5,869.92	\$	6,163.33	\$	6,471.58	\$	6,795.17				
		Annually	\$	67,085.00	\$	70,439.00	\$	73,960.00	\$	77,659.00	\$	81,542.00				
Facilities Maintenance Supervisor	44	Hourly	\$	45.57	\$	47.85	\$	50.24	\$	52.75	\$	55.39				
		Monthly	\$	7,899.00	\$	8,294.00	\$	8,708.67	\$	9,144.17	\$	9,601.33				
		Annually	\$	94,788.00	\$	99,528.00	\$	104,504.00	\$	109,730.00	\$	115,216.00				
Facilities Maintenance Lead Technician	32	Hourly	\$	33.89	\$	35.58	\$	37.36	\$	39.23	\$	41.19				
		Monthly	\$	5,873.42	\$	6,167.00	\$	6,475.33	\$	6,799.08	\$	7,139.17				
		Annually	\$	70,481.00	\$	74,004.00	\$	77,704.00	\$	81,589.00	\$	85,670.00				
Facilities Maintenance Technician	26	Hourly	\$	29.22	\$	30.68	\$	32.21	\$	33.82	\$	35.52				
		Monthly	\$	5,064.58	\$	5,317.92	\$	5,583.75	\$	5,862.83	\$	6,156.08				
		Annually	\$	60,775.00	\$	63,815.00	\$	67,005.00	\$	70,354.00	\$	73,873.00				
Facilities Worker	19	Hourly	\$	24.58	\$	25.81	\$	27.10	\$	28.46	\$	29.88				
		Monthly	\$	4,260.67	\$	4,473.75	\$	4,697.42	\$	4,932.33	\$	5,178.83				
		Annually	\$	51,128.00	\$	53,685.00	\$	56,369.00	\$	59,188.00	\$	62,146.00				
Grounds Maintenance Lead Worker	30	Hourly	\$	32.25	\$	33.86	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.42	\$	5,869.92	\$	6,163.33	\$	6,471.58	\$	6,795.17				
		Annually	\$	67,085.00	\$	70,439.00	\$	73,960.00	\$	77,659.00	\$	81,542.00				
Grounds Maintenance Worker	24	Hourly	\$	27.81	\$	29.20	\$	30.66	\$	32.19	\$	33.80				
		Monthly	\$	4,820.58	\$	5,061.58	\$	5,314.67	\$	5,580.42	\$	5,859.42				
		Annually	\$	57,847.00	\$	60,739.00	\$	63,776.00	\$	66,965.00	\$	70,313.00				
Maintenance Coordinator	31	Hourly	\$	33.06	\$	34.71	\$	36.45	\$	38.27	\$	40.18				
		Monthly	\$	5,730.08	\$	6,016.67	\$	6,317.50	\$	6,633.33	\$	6,964.92				
		Annually	\$	68,761.00	\$	72,200.00	\$	75,810.00	\$	79,600.00	\$	83,579.00				
Recycled Water Coordinator	34	Hourly	\$	35.60	\$	37.38	\$	39.25	\$	41.21	\$	43.27				
		Monthly	\$	6,170.75	\$	6,479.33	\$	6,803.25	\$	7,143.42	\$	7,500.58				
		Annually	\$	74,049.00	\$	77,752.00	\$	81,639.00	\$	85,721.00	\$	90,007.00				
Streets Maintenance Lead Worker	30	Hourly	\$	32.25	\$	33.86	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.42	\$	5,869.92	\$	6,163.33	\$	6,471.58	\$	6,795.17				
		Annually	\$	67,085.00	\$	70,439.00	\$	73,960.00	\$	77,659.00	\$	81,542.00				
Streets Maintenance Worker	24	Hourly	\$	27.81	\$	29.20	\$	30.66	\$	32.19	\$	33.80				
		Monthly	\$	4,820.58	\$	5,061.58	\$	5,314.67	\$	5,580.42	\$	5,859.42				
		Annually	\$	57,847.00	\$	60,739.00	\$	63,776.00	\$	66,965.00	\$	70,313.00				
Wastewater Maintenance Lead Worker	30	Hourly	\$	32.25	\$	33.86	\$	35.56	\$	37.34	\$	39.20				
		Monthly	\$	5,590.42	\$	5,869.92	\$	6,163.33	\$	6,471.58	\$	6,795.17				
		Annually	\$	67,085.00	\$	70,439.00	\$	73,960.00	\$	77,659.00	\$	81,542.00				
Wastewater Maintenance Worker	24	Hourly	\$	27.81	\$	29.20	\$	30.66	\$	32.19	\$	33.80				
		Monthly	\$	4,820.58	\$	5,061.58	\$	5,314.67	\$	5,580.42	\$	5,859.42				
		Annually	\$	57,847.00	\$	60,739.00	\$	63,776.00	\$	66,965.00	\$	70,313.00				
Water Distribution Lead Operator	35	Hourly	\$	36.49	\$	38.31	\$	40.23	\$	42.24	\$	44.35				
		Monthly	\$	6,325.00	\$	6,641.25	\$	6,973.25	\$	7,322.00	\$	7,688.08				
		Annually	\$	75,900.00	\$	79,695.00	\$	83,679.00	\$	87,864.00	\$	92,257.00				
Water Distribution Operator	29	Hourly	\$	31.47	\$	33.04	\$	34.69	\$	36.43	\$	38.25				
		Monthly	\$	5,454.00	\$	5,726.75	\$	6,013.08	\$	6,313.67	\$	6,629.42				
		Annually	\$	65,448.00	\$	68,721.00	\$	72,157.00	\$	75,764.00	\$	79,553.00				

City of Chino
AFSCME Compensation Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Water Meter Lead Technician	32	Hourly	\$ 33.89	\$ 35.58	\$ 37.36	\$ 39.23	\$ 41.19
		Monthly	\$ 5,873.42	\$ 6,167.00	\$ 6,475.33	\$ 6,799.08	\$ 7,139.17
		Annually	\$ 70,481.00	\$ 74,004.00	\$ 77,704.00	\$ 81,589.00	\$ 85,670.00
Water Meter Technician	26	Hourly	\$ 29.22	\$ 30.68	\$ 32.21	\$ 33.82	\$ 35.52
		Monthly	\$ 5,064.58	\$ 5,317.92	\$ 5,583.75	\$ 5,862.83	\$ 6,156.08
		Annually	\$ 60,775.00	\$ 63,815.00	\$ 67,005.00	\$ 70,354.00	\$ 73,873.00
Water Quality Technician	34	Hourly	\$ 35.60	\$ 37.38	\$ 39.25	\$ 41.21	\$ 43.27
		Monthly	\$ 6,170.75	\$ 6,479.33	\$ 6,803.25	\$ 7,143.42	\$ 7,500.58
		Annually	\$ 74,049.00	\$ 77,752.00	\$ 81,639.00	\$ 85,721.00	\$ 90,007.00
Water Treatment Lead Operator	40	Hourly	\$ 41.29	\$ 43.35	\$ 45.52	\$ 47.79	\$ 50.18
		Monthly	\$ 7,156.08	\$ 7,513.92	\$ 7,889.67	\$ 8,284.08	\$ 8,698.33
		Annually	\$ 85,873.00	\$ 90,167.00	\$ 94,676.00	\$ 99,409.00	\$ 104,380.00
Water Treatment Operator	34	Hourly	\$ 35.60	\$ 37.38	\$ 39.25	\$ 41.21	\$ 43.27
		Monthly	\$ 6,170.75	\$ 6,479.33	\$ 6,803.25	\$ 7,143.42	\$ 7,500.58
		Annually	\$ 74,049.00	\$ 77,752.00	\$ 81,639.00	\$ 85,721.00	\$ 90,007.00

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Notice of Completion for the Traffic Signal Installation – Eucalyptus Avenue at Fern Avenue Project (TR240) with Elecnor Belco Electric, Inc.

RECOMMENDATION

1) Accept the Contract No. 2024-263 to Elecnor Belco Electric as complete for the Traffic Signal Installation – Eucalyptus Avenue at Fern Avenue Project (TR240); 2) authorize the Director of Public Works to file the Notice of Completion on behalf of the City of Chino; and 3) authorize the release of retention funds following the 35-day lien period.

FISCAL IMPACT

The contract was completed within the City Council approved contract budget for TR240. There is an unused contingency balance of \$68,502.44 which will be returned to the General Fund Balance at our year end close.

TR240 – Traffic Signal Installation – Eucalyptus Avenue at Fern Avenue	Contract	Contingency
Original Contract & Contingency	\$1,146,360.00	\$114,636.00
Contract Change Order No. 1	\$18,831.45	(\$18,831.45)
Contract Change Order No. 2	\$27,302.11	-\$27,302.11)
Contract Change Order No. 3	(\$14,510.10)	\$0.00
Final Contract Amount & Contingency	\$1,177,983.46	\$68,502.44

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: NOTICE OF COMPLETION FOR THE TRAFFIC SIGNAL INSTALLATION -
EUCALYPTUS AVENUE AT FERN AVENUE PROJECT (TR240) WITH ELECNOR BELCO
ELECTRIC, INC.

PAGE: 2

Revenue: Click or tap here to enter text.

Expenditure: 3207100 – 48009 – TR240

Transfer In: 1001000-40001

Transfer Out: 3201000-50000

BACKGROUND

On May 7, 2024, the City Council awarded a construction contract to Elecnor Belco Electric, Inc., for the Traffic Signal Installation – Eucalyptus Avenue at Fern Avenue Project (TR240) for \$1,146,360 and a contingency amount of \$114,636. On March 6, 2025, the traffic signal was activated and is now fully operational. On April 15, 2025, the City Council approved a funding modification, applying the developer's (Lennar) contribution to the project budget, which reduced the committed Development Impact Fees by the same amount. The project scope of work included construction of a new traffic signal, fiber optic interconnect, a new traffic camera, ADA compliant curb ramps, and completion of landscape and hardscape on the north-east corner of the intersection. Additionally, the pavement leading up to the intersection was rehabilitated as depicted in Exhibit A.

In addition, outside the project scope, the ADA Coordinator, Public Works Inspector, Public Works Services Manager, and Project Engineer conducted an inspection of existing pedestrian improvements within the City's right-of-way. Accessibility deficiencies identified during the inspection were addressed by Public Works Services staff, with repairs funded by the developer's accessibility remediation contributions. The intersection is now fully accessible to pedestrians of all abilities.

ISSUES/ANALYSIS

All work has been completed per the terms of the original construction contract and approved change orders. Change Orders No. 1 and 2 were approved by staff within the authorized contingency balance and included added pavement-related work; landscape work and tree replacement; and extension of the equestrian trail along the north side of Eucalyptus Avenue east of Fern Avenue. Change Order No. 3 is the final balancing change order addressing changes in quantities to reflect actual work performed.

Elecnor Belco Electric, Inc. has complied with the terms of the contract. A Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office. The retention funds will be released following a 35-day lien period.

Attachments: Exhibit A – Project Vicinity Map (TR240)
Exhibit B – Notice of Completion (Elecnor Belco Electric, Inc.)



Exhibit A - Vicinity Map

TR240 - Fern and Eucalyptus Traffic Signal Project



RECORDING REQUESTED BY

City of Chino
Public Works Department
P.O. Box 667
Chino, CA 91708

AND WHEN RECORDED MAIL TO

City Clerk
City of Chino
P.O. Box 667
Chino, CA 91708-0667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN# None**NOTICE OF COMPLETION**

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

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Chino
3. The full address of the undersigned is 13220 Central Avenue, Chino, CA 91710
4. The nature of the title of the undersigned is: In fee N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

<u>Names</u>	<u>Addresses</u>
<u>N/A</u>	<u>N/A</u>

(If no transfer made, insert "none")

7. A work of improvement on the property hereinafter described was completed on January 20, 2026
8. The name of the contractor, if any, for such work of improvement was:
Elecnor Belco Electric, Inc.

(If no contractor for work of improvement as a whole, insert "none")

9. The property on which said work of improvement was completed is in the City of Chino, County of San Bernardino, State of California, and is described as follows:
Traffic Signal Installation – Eucalyptus Avenue at Fern Avenue Project (TR240)

10. The street address of said property is None
(If no street address has been officially assigned, insert "none")

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2:

Hye Jin Lee, Public Works DirectorDATE: January 20, 2026**CERTIFICATION FOR NOTICE OF COMPLETION**

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

I HEREBY CERTIFY that I am the City Engineer/ Deputy Director of Public Works for the City of Chino. I have read the foregoing Notice of Completion and know the contents thereof; and I certify that the same is true of my own knowledge.

I declare under penalty of perjury, that the foregoing is true and correct. Executed on January 20, 2026, at City of Chino, California

Albert Espinoza,
City Engineer, Deputy Director of Public Works

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Final Acceptance of Public Improvements for Administrative Approval PL19-0101, Pad 6, Located on the south side of Schaefer Avenue Between Fern Avenue and Euclid Avenue, within the Stater Bros. Plaza.

RECOMMENDATION

1) Accept public improvements as complete for Administrative Approval PL19-0101; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds included in the City's Operating Budget to support the ongoing maintenance activities related to the public improvements being accepted.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

In November 2006, the Chino Planning Commission approved the Stater Bros. Plaza, a 118,230-square-foot neighborhood shopping center consisting of a grocery store, restaurants, and additional retail uses, located on the south side of Schaefer Avenue between Fern and Euclid Avenues. As part of the original approval, several pad sites within the shopping center were left undeveloped to allow for future build-to-suit development, provided such development conformed to the approved conceptual site layout and architectural design of the center.

On April 23, 2020, the Chino Planning Division approved an application submitted by The Evans Group for Administrative Approval (PL19-0101) to construct an 8,058-square-foot multi-tenant commercial building on a vacant pad within the Stater Bros. Plaza. The project is located at 6903 Schaefer Avenue (Exhibit A) and is designated VC (Village Commercial) under the East Chino Specific Plan.

The Engineering Conditions of Approval (COA) for PL19-0101 required the developer to design and construct certain public improvements along the property frontage on Fern and Schaefer Avenues, including, but not limited to, sidewalks, curb and gutter, curb ramps, asphalt concrete pavement, domestic water service connection, signing and striping, and parkway landscaping. The public improvements completed by the developer necessitated the execution of a Public Improvement Agreement and posting securities that the City Council approved on May 18, 2021 (Exhibit B). It should be noted that the costs associated with the design and construction of the required public improvements are completely offset by the applicant. There is no direct fiscal impact on the City.

The public improvements for this project were completed in accordance with the approved plans and to the satisfaction of Public Works staff. Construction began in January 2024, and the project reached substantial completion in July 2025. Between July and December 2025, the contractor and project manager coordinated with the City's project engineer to address various administrative items included in the final punch list to close out the project file, including as-built drawings, grading certificate, compaction report, CAD/GIS files, and backflow certification. All outstanding punch list items have since been completed to the City's satisfaction.

ISSUES/ANALYSIS

The public improvements being accepted by the City of Chino, as described above, are included as shown on Exhibit C. The public improvements completed have been constructed in compliance with the City's standards/specifications, including accessibility requirements, and to the satisfaction of the Public Works Inspector. All public improvements that were part of the COA for this project were fully funded by the developer.

Security for a one-year warranty period has been submitted to the City. Under the warranty bond obligation, the developer will correct any defects found within one year of the City Council's acceptance of the Project. Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain.

Attachments: Exhibit A - Vicinity Map
Exhibit B - Public Improvement Agreement
Exhibit C - Public Improvements Atlas

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR ADMINISTRATIVE
APPROVAL PL19-0101, PAD 6, LOCATED ON THE SOUTH SIDE OF SCHAEFER AVENUE
BETWEEN FERN AVENUE AND EUCLID AVENUE, WITHIN THE STATER BROS. PLAZA.

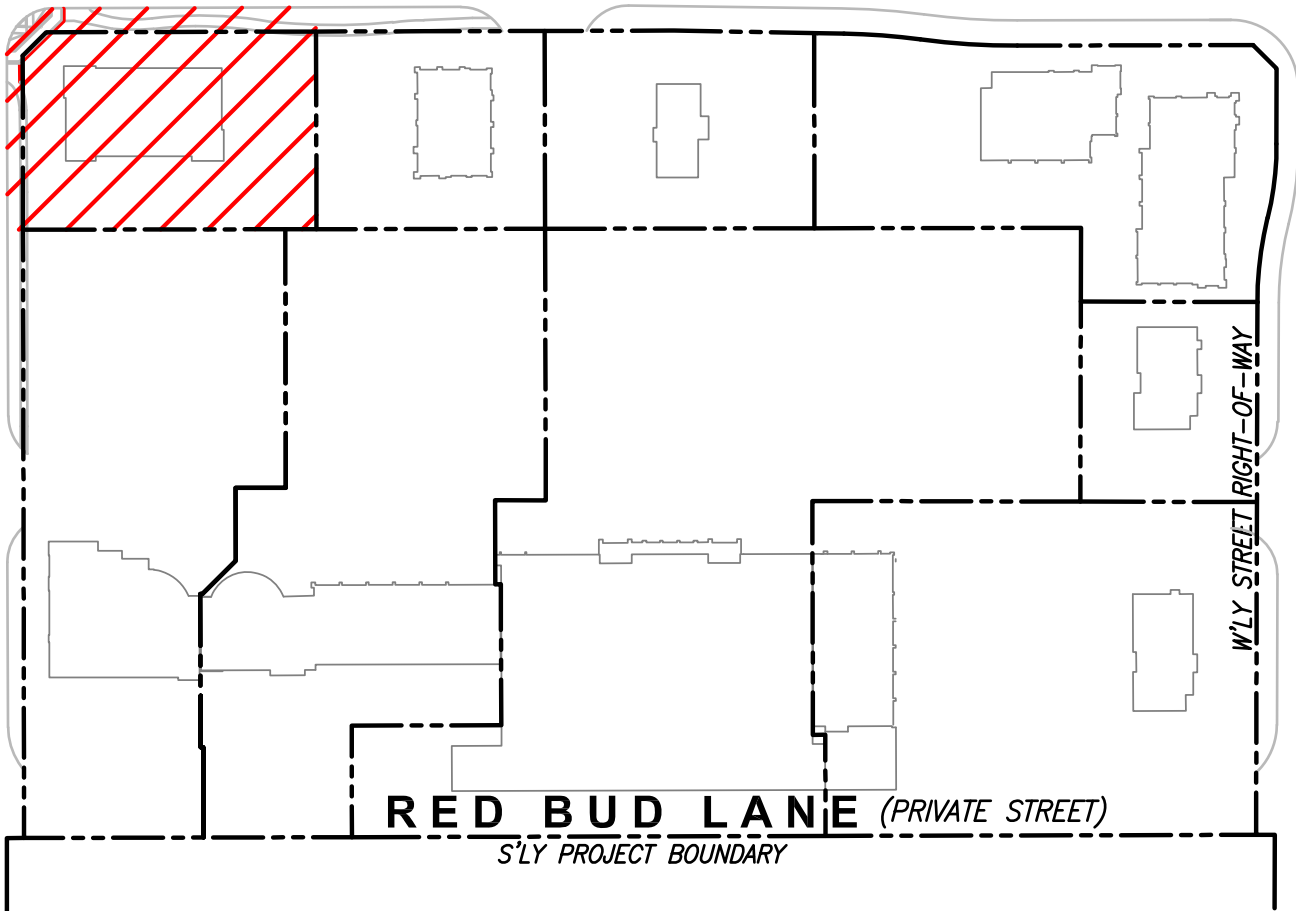
PAGE: 3



SCHAEFER AVENUE
(PUBLIC STREET)

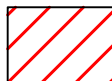
FERN AVENUE
(PUBLIC STREET)

EUCLID AVENUE
(PUBLIC STREET)



RED BUD LANE (PRIVATE STREET)
S'LY PROJECT BOUNDARY

LEGEND

- PROPERTY LINES
-  DEVELOPMENT AREA

SCALE: 1"=200'

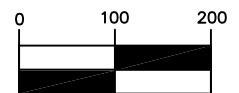


Exhibit "A"

PL19-0101 (AA) - Location Map



PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

THE EVANS COMPANY

PUBLIC IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
THE EVANS COMPANY

Agreement Date: May 18, 2021

Developer's Name: The Evans Company

Description: In November 2006, the Chino Planning Commission approved the Stater Brother's Plaza, a 118,230 square-foot shopping center including a grocery store, restaurants, and other retail space, located on the south side of Schaefer Avenue between Fern and Euclid Avenues. The developer leases out the undeveloped parcels to different users who would build-to-suit in conformance with the conceptual footprint and with the architectural elements of the shopping center.

On April 23, 2020, the Chino Planning Division approved an Administrative Approval PL19-0101 to construct an 8,058 square foot multi-tenant building on a vacant pad within the Stater Brothers Plaza, in the VC (Village Commercial) land use designation of the East Chino Specific Plan.

Project No.: Administrative Approval PL19-0101

Estimated Total Cost of Improvements: \$142,700.00

Security:

Bond No.: CIC1903829

Surety: Capitol Indemnity Corp.

Designees for the Service of Written Notice:

CITY:	DEVELOPER:
Chris Magdosku City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 cmagdosku@cityofchino.org	Rick Evans The Evans Company 20101 SW Birch St., Ste. 150A Newport Beach, CA (949) 729-8031 rick@theevanscompany.com
CITY PROJECT INSPECTOR	
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 18th day of May, 2021, 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 THE EVANS COMPANY ("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 8,058 square foot multi-tenant building on a vacant pad within the Stater Brothers Plaza, in the Village Commercial land use designation of the East Chino Specific Plan. The project is located at 6903 Schaefer 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, statutes, 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 \$142,700.00.

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 \$142,700.00 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 \$71,400.00 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 \$14,300.00 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 it 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:

~~SIGNED IN COUNTERPART~~
Fred Galante, City Attorney

APPROVED AS TO CONTENT:


Nicholas S. Liguori, AICP
Development Services Director

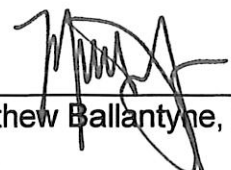
THE EVANS COMPANY:

By:  6/24/2021
(Signature and Date)

Name: FREDERICK EVANS
(Please type or print name)


Title: MANAGING PARTNER
(Please type or print title)

CITY OF CHINO


Matthew Ballantyne, City Manager

Dated: 7.14.21

ATTEST:

By 
Angela Robles, City Clerk

Dated: 7.14.21

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:

DocuSigned by:
Fred Galante
7D0F5E4E9D9F405...
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

N. Liguori
Nicholas S. Liguori, AICP
Development Services Director

THE EVANS COMPANY:

By: [Signature] 6/24/2021
(Signature and Date)
Name: FREDERICK EVANS
(Please type or print name)
Title: MANAGING PARTNER
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: _____

ATTEST:

By _____
Angela Robles, 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 San Bernardino }

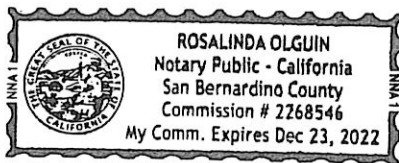
On June 24, 2021 before me, Rosalinda Olguin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Frederick Evans
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.



Place Notary Seal and/or Stamp Above

Signature Rosalinda Olguin
Signature of Notary Public

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: Public Improvement Agreement

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A -Location Map

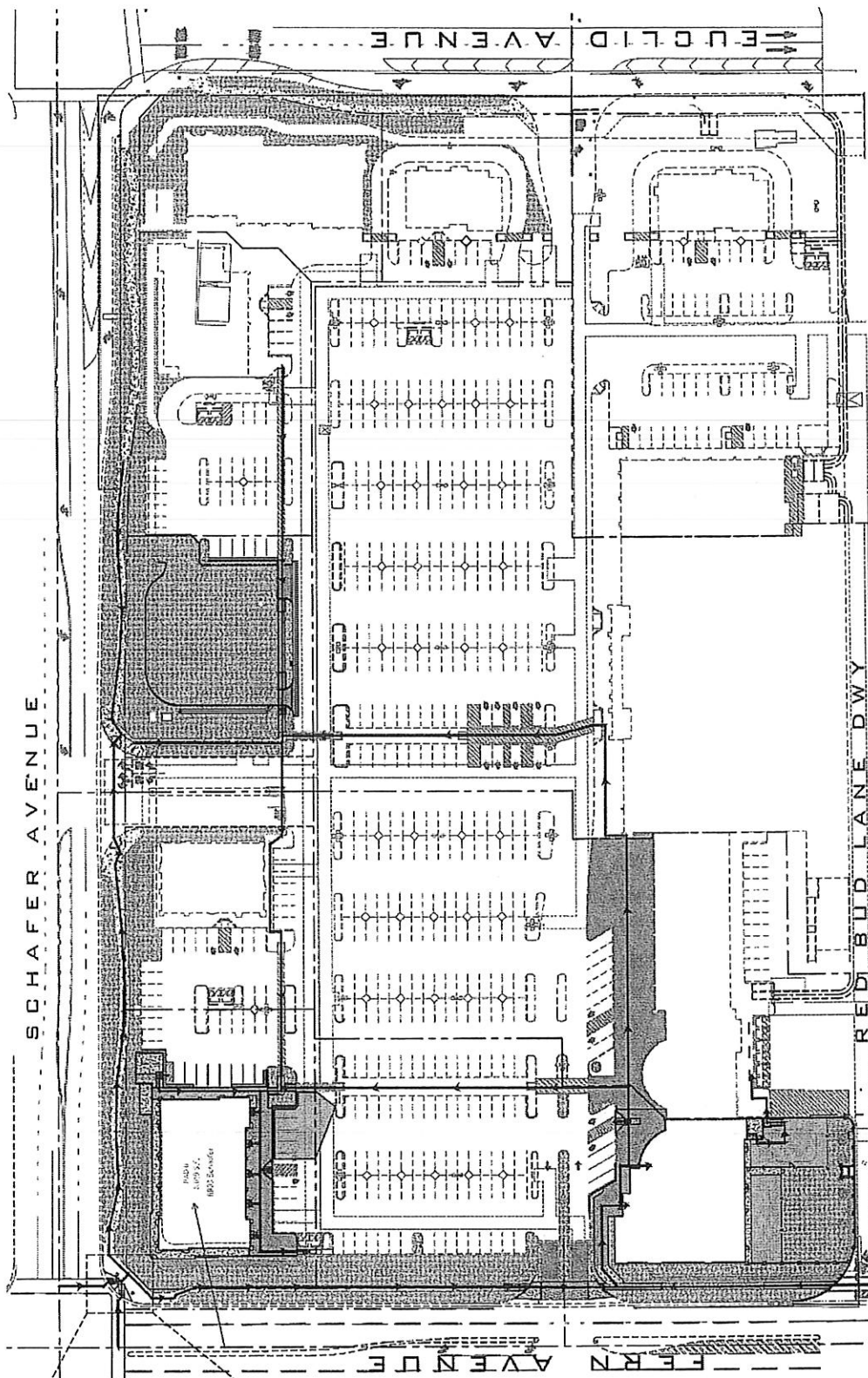


EXHIBIT "B"
WORKS OF IMPROVEMENT

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- E. A street lighting system (City-owned) in accordance with City Standards.
- F. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- G. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- H. 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.
- I. Street signs at intersections per the City Standards.
- J. Installation of approved landscaping (plants and materials).
- K. Setting monuments as required by the State Code.

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



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
9	CY	Concrete Removal	\$ 325.00	\$ 2,925.00
6	CY	AC Pavement Removal	\$ 100.00	\$ 600.00
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
1540	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ 1,540.00
	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ -
45	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ 1,080.00
	LF	PCC Curb Only	\$ 20.00	\$ -
	LF	8" A.C. Berm	\$ 20.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
540	SF	4" PCC Sidewalk	\$ 5.80	\$ 3,132.00
	SF	6" PCC Thick Drive Approach on 6" AB	\$ 12.50	\$ -
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Street Sign and Post	\$ 475.00	\$ -
	EA	Traffic Sign and Post	\$ 400.00	\$ -
	EA	Reflector Sign and Post	\$ 175.00	\$ -
	EA	Painted Legend	\$ 6.50	\$ -
	SF	Prime or Tack Coat	\$ 0.08	\$ -
5.5	TON	AC Variable - <300T	\$ 130.00	\$ 715.00
	TON	AC Variable - >300T	\$ 120.00	\$ -
38	TON	CAB Variable - <300T	\$ 100.00	\$ 3,800.00
	TON	CAB Variable - >300T	\$ 90.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ -
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ -
	EA	Street Light (City Owner)	\$ 7,700.00	\$ -
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
130	LF	Sawcut A.C.	\$ 3.00	\$ 390.00
25	LF	Sawcut Concrete	\$ 3.00	\$ 75.00
560	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ 156.80
	LF	Signing & Striping for		
		Arterial	\$ 19.00	\$ -
80		Collector	\$ 13.00	\$ 1,040.00
		Local	\$ 7.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
1	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ 75,000.00
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 25.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 35.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 11,500.00	\$ -
		Distribution	\$ 8,000.00	\$ -
		Service	\$ 3,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
2	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 8,000.00
	EA	Traffic Signal Loops	\$ 600.00	\$ -

STREETS				
		STREET SUBTOTAL		\$ 98,453.80
	LS	Mobilization (5% of Construction Cost)	5%	\$ 4,922.69
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 4,922.69
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 4,922.69
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 4,922.69
GRAND TOTAL STREETS ONLY				\$ 118,144.56



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 150.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

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

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

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



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$103.00	\$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$208.00	\$ -
	EA	Sewer Saddle	\$450.00	\$ -
	EA	Wyes 4" x 8" Typical	\$225.00	\$ -
	EA	48" Sewer Manhole	\$4,700.00	\$ -
	EA	60" Sewer Manhole	\$7,500.00	\$ -
	EA	Sewer Cleanout	\$1,800.00	\$ -

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: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	\$ -
	EA	Storm Drain Manhole #1	\$ 10,000.00	\$ -
	EA	Junction Structure #2 (24" or larger)	\$ 8,850.00	\$ -
	EA	Junction Structure #4 (24" or smaller)	\$ 4,000.00	\$ -
	EA	Outlet Structure	\$ 7,000.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,200.00	\$ -
	EA	Catch Basin 7' Width/L.D.	\$ 7,900.00	\$ -
	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 280.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 295.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 310.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 320.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 330.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 360.00	\$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 385.00	\$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 440.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 500.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 560.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 625.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 690.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 765.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 830.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 920.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,075.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 700.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 820.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 870.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 680.00	\$ -

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: AA 19-0101 (Public Improvements)
LOCATION : 6903 Schaefer Ave
By: NA & Associates, Inc.
DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 118,144.56
		GRAND TOTAL WATER ONLY		\$ -
		GRAND TOTAL RECYCLED WATER ONLY		\$ -
		GRAND TOTAL SEWER ONLY		\$ -
		GRAND TOTAL STORM DRAIN ONLY		\$ -
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 118,144.56

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 11,814.46
		<i>Construction Staking</i>	3%	\$ 3,544.34
		<i>Soils Testing</i>	1%	\$ 1,181.45
		<i>Material Testing</i>	1%	\$ 1,181.45
		<i>Construction Inspection</i>	4.8%	\$ 5,670.94
		<i>Contract Administration</i>	1%	\$ 1,181.45
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 142,718.63



CITY OF CHINO

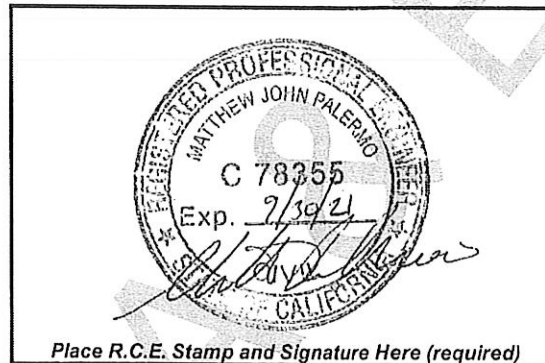
ENGINEERING COST ESTIMATE

PROJECT NO: AA 19-0101 (Public Improvements)
 LOCATION : 6903 Schaefer Ave
 By: NA & Associates, Inc.
 DATE: 3/16/2021

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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BY ENGINEER

Prepared By: Matt Palermo
 R.C.E. Number: 78355
 Expiration: 9/30/2021



BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 142,700.00
Labor & Material Bond (50% of Construction Cost)	\$ 71,400.00
Warranty Bond (10% of Construction Cost)	\$ 14,300.00

NL	_____	CM	_____	DSH	_____
MB	_____	IA	X	MK	_____
GP	_____				_____

E-Mail Sent: 04/22/2020
To: Ryan Murphy

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL ADMINISTRATIVE APPROVAL 19-0101

DATE: APRIL 22, 2020 PC MEETING DATE: N/A

PROJECT DESCRIPTION: 5 Units Commercial Building (Pad 6) (8,029 SF) on existing vacant lot.

PROJECT LOCATION: 6903 Schaefer Ave

APPLICANT: Architects McDonald, Soutar & Paz, Inc. PROJECT ENGINEER: Isidro Abreo

PRIOR TO THE TWO 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 AND THE CITY ENGINEER 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/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 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall identify any off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage mitigation measures.
- 1.3a Dedicate any easement necessary for pedestrian access purposes, to the satisfaction of Accessibility Coordinator and City Engineer.
- 1.3b Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.4 Prepare and submit a final grading plan showing building footprint, 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.
- 1.5 Prior to Building Department permit issuance, provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 1.6 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.

- 1.7 Design per City Standards and construct full public improvements for all impacted and interior 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>	
	Fern Avenue ⁽¹⁾	Schaefer Avenue ⁽¹⁾
Curb & Gutter (Offset from Centerline)	X	X
Sidewalk (Width)	X (5' min)	X(8' min)
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	X	X
Asphalt Concrete Overlay	X	X
Street Lights		
Median Island and Landscaping		
Parkway Landscaping		
Striping and Traffic Controls		
Traffic Signal Interconnect		
Conduit System for CATV		
Sewer		
Storm Drain		
Domestic Water		
Recycled Water		
Fire Hydrants as required by CVIFD		

(1) Remove and/or repair any damaged, broken, abandoned or sub-standard improvements resulting from the project.

(2) An evaluation of existing pedestrian improvements along the parcel frontage shows that portions of improvements do not meet accessible route standards. The developer shall replace nonconforming sidewalks, curb ramps, crosswalks and traffic signal equipment as needed per item 1.9, below.

- 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 1.7. All security must be accessible to the City at any time and in a form acceptable to the City Engineer, pursuant to Government Code, Section 66499.

- 1.9 All improvements shall comply with federal, state, and local accessibility regulations and standards.
- a. 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.
 - b. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply.
 - c. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by the City's Accessibility Coordinator and City Engineer.

Pedestrian facilities (privately or publicly owned) that are open to the public shall comply with accessibility standards in the CBC and ADA regulations at Part 36 of Title 28, which include the 2010 (ADA) Standards.

Accessibility of existing and proposed building improvements will be evaluated by the City's building department. Those comments and requests are in addition to those provided herein.

- 1.10 Comply with the approved Pedestrian Access Plan.
- 1.11 Comply with all applicable requirements of the City Code.
- 1.12 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees, inspection fees, permit fees, Development Impact Fees (DIF), East Chino Specific Plan Fees and Sewage Facilities Development Fees (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).
- 1.13 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at:
http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml.
- 1.14 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.

- 1.15 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 1.16 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.
- 1.17 Provide adequate sight distance per City Standard No. 865 for the project's main driveway at Schaefer Ave. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 1.18 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.0 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 Provide and record a reciprocal use and maintenance agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.
- 2.4 Pay all remaining applicable fees pursuant to City Code.
- 2.5 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.
- 2.6 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.

IA

Attachment
Pedestrian Access Plan

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

PROJECT NO: AA 19-0101

PROJECT ENGINEER: Isidro Abreo

DATE: April 22, 2020

- ☒ A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- ☒ 1 Copy of Development Engineering Division Conditions of Approval
- ☐ 2 Sets of Maps (Subdivision Only)
- ☒ 2 Copies of preliminary Title Report (no older than six months)
- ☐ 2 Copies of Closure Calculations (Subdivision Only)
- ☐ 1 Set of Referenced Maps (Subdivision Only)
- ☐ 2 Copies of Preliminary Soils Report (no older than sixty days)
- ☐ 2 Copies of lot line adjustment certificate
- ☐ 2 Copies of lot merger
- ☐ 2 Copies of right-of-way dedication
- ☐ 4 Sets of Rough Grading Plans
- ☒ 5 Sets of Precise Grading Plans- with storm drain improvements
- ☐ 4 Sets of Storm Drain Plans
- ☒ 2 Copies of Approved Hydrology and Hydraulic Report- for Reference Only
- ☒ 2 Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☒ 2 Sets of Street Improvements Plans- Revisions to City Record Plans
- ☒ 2 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☐ 2 Sets of Sewer Plans
- ☒ 3 Sets of Domestic Water Plans- Revisions to City Record plans- add meters and/or fire service
- ☐ 2 Sets of Recycled Water Plans
- ☐ 2 Sets of Street Light Plans
- ☐ 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- ☒ 2 Sets of Signing and Striping Plans- Revisions to City Record Plans
- ☐ 1 Sets of Traffic Signal Interconnect Plans
- ☐ 2 Sets of Traffic Signal Plans
- ☒ 2 Copies of Approved Water Quality Management Plan- for Reference Only

EXHIBIT "C"

PL19-0101 AA

THE EVANS COMPANY

ENVIRONMENTAL WARRANTY

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

6/24/2021

THE EVANS COMPANY

By: _____

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

Bond No.: CIC1903829
Contract No.: 2022-043
Approved: 05/18/2021 #15

FAITHFUL PERFORMANCE BOND

PL19-0101

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Fern Chino, LLC : c/o Rick Evans, The Evans Company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 18, 2021, and identified as Project No. PL19-0101, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and CAPITOL INDEMNITY CORPORATION, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Hundred Forty-Two Thousand Seven Hundred Dollars (\$142,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on June 21, 2021.

FREDERICK
Fern Chino, LLC : c/o Rick Evans, The Evans Company
PRINCIPAL
By: FREDERICK EVANS - PRINCIPAL

CAPITOL INDEMNITY CORPORATION
SURETY
By: Valerie Aber
Valerie Aber, Attorney-In-Fact

SIGNATURES MUST BE NOTARIZED

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 ARIZONA
COUNTY OF MARICOPA } SS.

ON 06/21/2021 BEFORE ME, Joshua Ferman

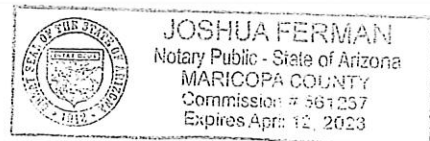
PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE [Signature]



THIS AREA FOR OFFICIAL NOTORIAL SEAL

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1903829

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----VALERIE ABER; DANIEL RUGGERI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.


"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

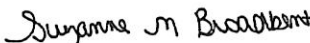
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.


Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer


Suzanne M. Broadbent
Assistant Secretary

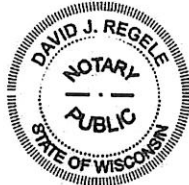


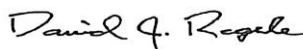
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of June, 2021





Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA 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 ORANGE)

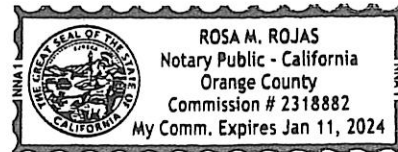
On June 23, 2021 before me, Rosa M. Rojas, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Frederick Evans,
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.

Rosa M. Rojas
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: FAITHFUL PERFORMANCE BOND Document Date: June 23, 2021

Number of Pages: *2* Signer(s) Other Than Named Above: _____

Additional Information: PL 19-0101

Bond No.: CIC1903829
Contract No.: 2022-043
Approved: 05/18/2021 #15

LABOR AND MATERIAL BOND

PL19-0101

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Fern Chino, LLC : c/o Rick Evans, The Evans Company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated May 18, 2021, and identified as Project No. PL19-0101, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Seventy-One Thousand Four Hundred Dollars (\$71,400.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on June 21, 2021.

FREDERICK
Fern Chino, LLC : c/o Rick Evans, The Evans Company
PRINCIPAL
By: FREDERICK EVANS - PRINCIPAL
SIGNATURE(S) MUST BE NOTARIZED

CAPITOL INDEMNITY CORPORATION
SURETY
By: Valerie Aber
Valerie Aber, Attorney-in-Fact

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 ARIZONA
COUNTY OF MARICOPA } SS.

ON 06/21/2021 BEFORE ME, Joshua Ferman

PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____



JOSHUA FERMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 551267
Expires 12/12/2023

THIS AREA FOR OFFICIAL NOTORIAL SEAL

CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1903829

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----VALERIE ABER; DANIEL RUGGERI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.


“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

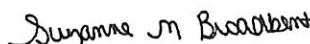
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

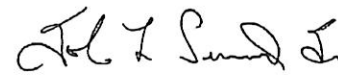
Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer


Suzanne M. Broadbent
Assistant Secretary

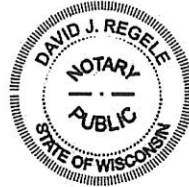


CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.






David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of June, 2021




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**
(CALIFORNIA 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.

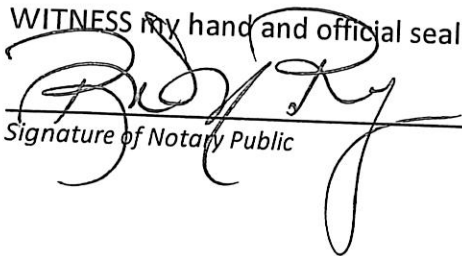
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On June 23, 2021 before me, Rosa M. Rojas, Notary Public
(Date) (Here Insert Name and Title of the Officer)

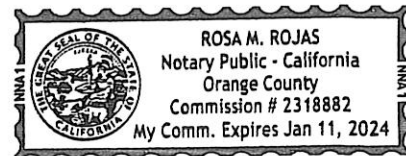
personally appeared Frederick Evans,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: LABOR AND MATERIAL BOND Document Date: June 23, 2021

Number of Pages: *2* Signer(s) Other Than Named Above: _____

Additional Information: PL 19-0101

Bond No.: CIC1903829
Contract No.: 2022 - 043
Approved: 05/18/2021 #15

WARRANTY BOND

PL19-0101

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Fern Chino, LLC : c/o Rick Evans, The Evans Company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated May 18, 2021, and identified as Project No. PL19-0101, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and CAPITOL INDEMNITY CORPORATION, as surety, are held and firmly bound unto the City of Chino in the penal sum of Fourteen Thousand Three Hundred Dollars (\$ 14,300.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on June 21, 2021.

FREDERICK
Fern Chino, LLC : c/o Rick Evans, The Evans Company
PRINCIPAL
By: FREDERICK EVANS - PRINCIPAL

CAPITOL INDEMNITY CORPORATION
SURETY
By: Valerie Aber
Valerie Aber, Attorney-In-Fact

SIGNATURE(S) MUST BE NOTARIZED

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 ARIZONA
COUNTY OF MARICOPA } ss.

ON 06/21/2021 BEFORE ME, Joshua Ferman

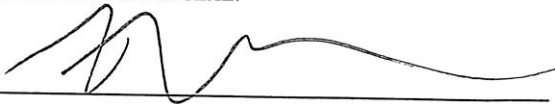
PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE



JOSHUA FERMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 561267
Expires April 12, 2023

THIS AREA FOR OFFICIAL NOTORIAL SEAL

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1903829

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----VALERIE ABER; DANIEL RUGGERI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

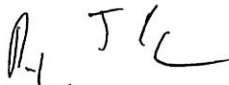
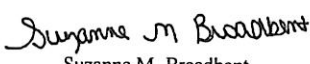
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

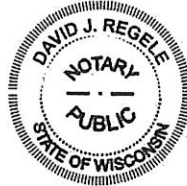


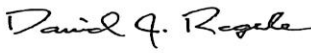
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of June, 2021




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA 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.

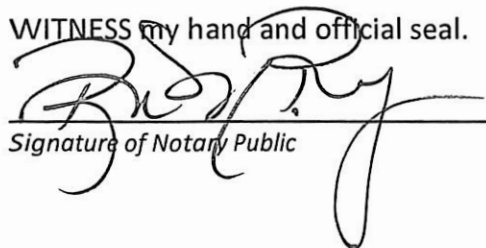
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

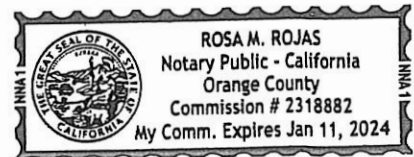
On June 23, 2021 before me, Rosa M. Rojas, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Frederick Evans,
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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

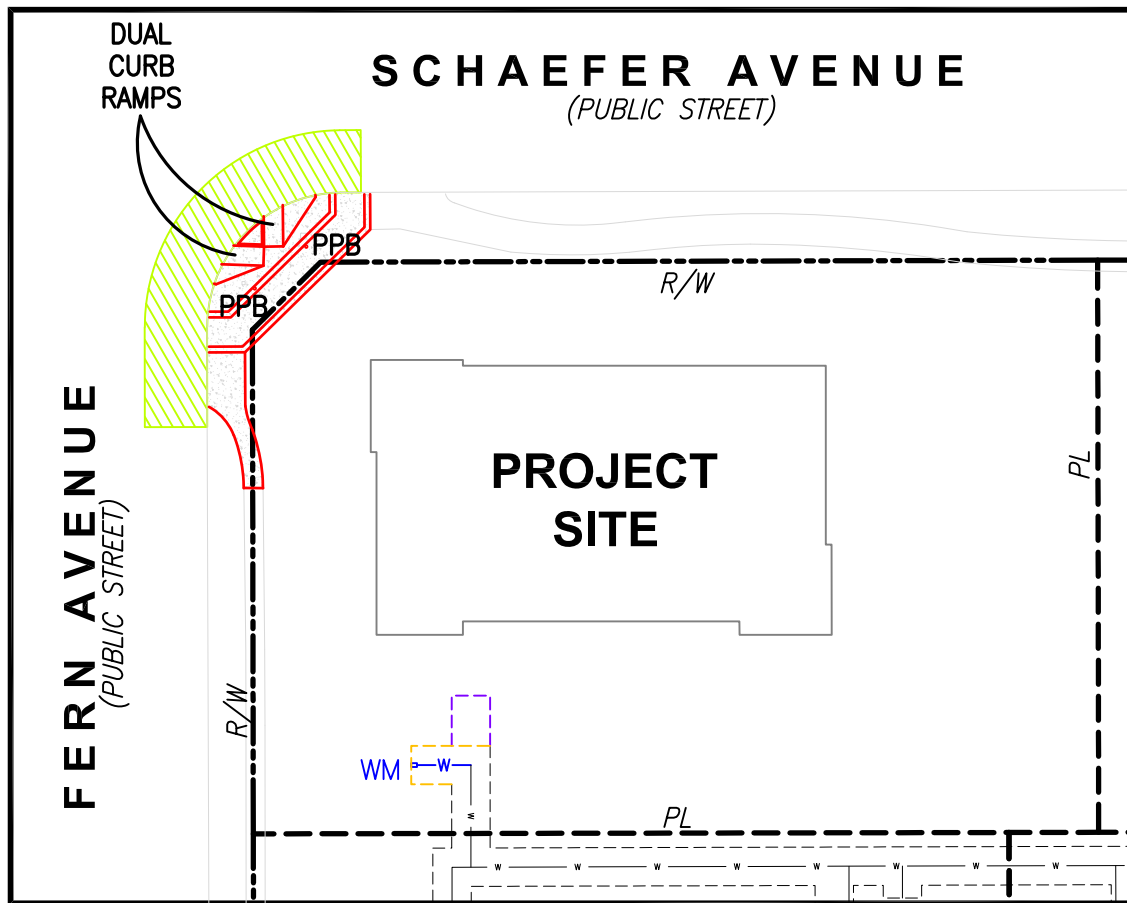
Title or Type of Document: WARRANTY BOND Document Date: June 23, 2021

Number of Pages: *2* Signer(s) Other Than Named Above: _____

Additional Information: PL 19-0101

EXHIBIT "C"



PL19-0101 (AA) - PUBLIC IMPROVEMENTS



ABBREVIATIONS

PL	PROPERTY LINE
PPB	PEDESTRIAN PUSH BUTTON
R/W	RIGHT-OF-WAY
W	WATER
WM	WATER METER

LEGEND

-----	RIGHT-OF-WAY PROJECT SITE
----	LOT LINES
----	WATER EASEMENT (EXISTING)
----	WATER EASEMENT (QUITCLAIMED)
----	WATER EASEMENT (PROPOSED)
— w —	WATER LINE (EXISTING)
— w —	WATER LINE (PROPOSED)
—	EXISTING IMPROVEMENTS
—	PROPOSED IMPROVEMENTS
	ROADWAY PAVING WORK AREA
	SIDEWALK PAVING WORK AREA

SCOPE OF WORK:

- ROADWAY AND SIDEWALK PAVEMENT REPLACED;
- CURB RAMP REMOVED AND REPLACED WITH DUAL CURB RAMPS, TO ALIGN WITH DIRECTION OF CROSSING;
- TRAFFIC SIGNAL PUSH BUTTONS RELOCATED, AND PLACED ON NEW POLES, TO ALIGN WITH NEW RAMPS.
- NEW EASEMENTED WATER SERVICE WITH METER.



NA CIVIL, INC.
CIVIL ENGINEERING • SURVEYING
22672 LAMBERT STREET, SUITE 606
LAKE FOREST, CA 92630
949.753.0600

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Business License Tax Study and Recommendation.

RECOMMENDATION

Staff recommends that the City Council review the Business License Tax Study and offer direction regarding whether to focus on the Single Gross Receipts Model or the Variable Gross Receipts Model for modernizing the City's business license tax structure. Based on Council's input, staff will explore the feasibility of including the Business License Tax on the November 2026 General Municipal Election ballot.

FISCAL IMPACT

Updating the City's business license tax structure could produce materially different revenue outcomes depending on the model selected. Under the City's current 1987 framework, annual business license revenues total approximately \$1.098 million based on the City's existing business license tax structure.

The Single Gross Receipts Model applies one uniform gross-receipts tax rate to all taxable businesses while maintaining a \$25 minimum tax for businesses reporting up to \$25,000 in gross receipts. Based on total taxable gross receipts of \$9.40 billion across 4,656 licensed businesses, estimated revenues under this model could range from \$3.634 million to \$11.773 million annually, depending on the rate selected.

The Variable Gross Receipts Model applies tiered rates across five business categories: Contractor, General/Retail, Property Rental, Professional, and Services, while retaining an exempt category and a \$25 minimum tax. When these tiered rates are applied to the City's business profile of 4,656 businesses and \$9.40 billion in estimated taxable receipts, the model generates an estimated \$5.893 million in annual revenue. This represents an increase of \$4.795 million over the current 1987 framework. The model aligns tax obligations with business activity type and captures revenue proportionate to economic scale.

Both proposed models are estimated to substantially outperform the current structure and expand the City's long-term revenue capacity to support essential municipal services, capital planning, and fiscal sustainability.

Business License Revenue Comparison — Current vs. Proposed Models

Revenue Scenario	Annual Revenue (Est.)	Net Change vs. Current
Current Revenue (1987 Structure)	\$1,098,000	—

Single Gross Receipts Model – Option 1 (Low Rate)	\$3,634,000	+\$2,536,000
Single Gross Receipts Model – Option 2 (Mid-Range Rate)	\$5,588,000	+\$4,490,000
Single Gross Receipts Model – Option 3 (High Rate)	\$11,773,000	+\$10,675,000
Variable Gross Receipts Model (Five-Category Rate Structure)	\$5,893,000	+\$4,795,000

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The City's current Business License Tax ordinance was last significantly updated in 1987 and has remained unchanged for nearly four decades. During that time, the City's business community has expanded and diversified, while the tax structure has continued to rely on capped gross receipts categories that do not accurately reflect modern business activity.

Over the past five fiscal years, annual business license tax revenue has remained relatively flat, ranging from \$982,825 to approximately \$1.1 million despite steady economic growth within the City. The City currently has approximately 4,656 active businesses across multiple sectors, including construction, retail, services, medical, transportation, and professional industries.

A review of the business license structure shows that economic activity is concentrated among the largest reporting businesses. The top 100 businesses account for 6.29% of reported employees, 65.29% of all reported gross receipts, and 12.45% of total taxes charged, with the remaining making up the balance of each category. This imbalance demonstrates that the current system does not scale effectively with business size and that the majority of revenue is generated by small and mid-sized businesses, even though larger businesses account for most of the economic activity.

Regional comparisons show that peer cities such as Ontario, Redlands, Pomona, Upland, and Whittier generate significantly more revenue per business under modern gross-receipts-based tax systems. Chino's revenue per business remains among the lowest in the region, which further emphasizes the need for a comprehensive update.

ISSUES/ANALYSIS

The City's current business license tax system is an outdated, capped structure that no longer reflects the scale or diversity of Chino's modern business environment. Because the ordinance was last updated in 1987, tax obligations have not kept pace with business growth, changes in industry mix, or regional economic conditions. The result is a system in which small and mid-sized businesses shoulder most of the tax burden, while larger, high-volume enterprises contribute disproportionately less relative to their economic footprint.

The analysis conducted for this study demonstrates several structural issues:

1. Revenue Imbalance Between Business Size and Contribution

The top 100 businesses report approximately 65% of all gross receipts yet generate only 12% of total tax revenue. This indicates that the current capped system does not scale with business activity and does not allow the City to capture revenue in proportion to economic output.

2. Regional Competitiveness Concerns

Peer cities using modern gross receipts models such as Ontario, Redlands, Pomona, Upland, and Whittier, generate significantly more revenue per business. Chino ranks among the lowest in the region despite having a large and diverse business base.

3. Structural and Administrative Limitations

The current ordinance contains numerous legacy categories, special rules, and capped formulas that complicate administration. These elements reduce transparency for businesses, increase opportunities for misclassification, and limit staff's ability to apply consistent standards across a growing registry of more than 4,600 businesses.

4. Evaluation of the Two Modernized Models Single Gross Receipts Model

- Boosts revenue for City services.
- Same rate for all businesses, which is more equal.
- Low base rate supports microenterprises.
- Does not adjust for business type or other local tax contributions.

Variable Gross Receipts Model

- Uses only five categories, making the structure easier to navigate.
- Boosts revenue potential.
- More equitable because it accounts for differences in contribution to the City's tax base.
- Low base rate supports microenterprises.
- Category definitions may be unclear for certain business types.
- Multi-type businesses may need multiple licenses.
- Businesses may perceive favoritism or penalty in the rate design.

5. Policy Considerations Moving Forward

Selecting a new business license tax model requires balancing equity, simplicity, fiscal stability, and business impact:

- The Single Rate Model maximizes simplicity and revenue potential.
- The Variable Model maximizes fairness, revenue potential, and proportionality.

Both models modernize the City's revenue system, but the appropriate choice depends on the City Council's policy priorities and the degree of alignment with community expectations.

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER
FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Declaration of Intention to Establish Community Facilities District 2026-1 (The Meadows).

RECOMMENDATION

1) Adopt Resolution No. 2026-006, declaring the City of Chino's intention to establish Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; 2) adopt Resolution No. 2026-007 declaring the City of Chino's Intention to Incur Bonded Indebtedness for the proposed Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The City will receive City Services Tax revenue of approximately \$332,962.00 per year upon build out of Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein. This revenue is intended to offset the cost of providing City services to the homes within Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

Tri Pointe Homes Inc. (Tri Pointe) is developing the property within the proposed boundaries of Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein. CFD No. 2026-1 is currently planned to be developed by Tri Pointe into a single family residential development of 516 homes to be known as "The Meadows." Tri Pointe is using a land bank, KL LB BUY 3 LLC, a Delaware limited liability company (Landbank), as a financing vehicle for The Meadows development. The location of the proposed development within the City is located as the southwest corner of Bickmore Avenue and West Preserve Loop. See attached map.

Tri Pointe has requested the City initiate the formation of CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein to finance the City's development impact fees and required infrastructure improvements related to storm drain, water, sewer, street, lighting and landscaping improvements as a result of the development (collectively, the Facilities). The proposed CFD will also provide the City financing for certain municipal services of the City to be provided within the boundaries of CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein, including maintenance of parks, parkways, and open space; flood and storm protection; operation of storm drainage systems; and public safety services.

The terms upon which the Facilities will be financed by CFD No. 2026-1 will be governed by an acquisition agreement for each of the Improvement Areas, by and between the City, acting for itself and on behalf of the CFD No. 2026-1 and each of the Improvement Areas, and Tri Pointe.

ISSUES/ANALYSIS

Current Government Code provisions require the City to adopt a Resolution of Intention to establish CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein, and to declare its intention to incur bonded indebtedness for the proposed CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein. The form of Acquisition Agreement will also be approved by the Resolution of Intention; The City must also set a public hearing date for no less than 30 days, and no more than 60 days after the date the Resolution of Intention is approved. Prior to the public hearing, a public notice must be published in a local newspaper. After the public hearing has been held, an election is held for the affected property owners to cast their ballots. The ballots are then counted, and if the CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein is approved by the property owner(s), the City adopts a resolution determining the formation of the CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein.

On March 3, 2026, a public hearing will be scheduled on the following:

1. Establishment of CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein and the levy of a special tax therein
2. Approval of the proposed bonds for CFD No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein

The levy of the proposed special tax shall be subject to approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mail or hand delivered ballots to the landowners in each of the proposed Improvement Areas.

Pursuant to Section 53314.9 of the Mello-Roos Community Facilities Act of 1982, the City

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TITLE: DECLARATION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT
2026-1 (THE MEADOWS).

PAGE: 3

proposes to authorize bonded indebtedness for financing the acquisition and/or construction of certain public improvements and City development impact fees not to exceed the aggregate principal amount of \$17,000,000 for Improvement Area No. 1, \$6,500,000 for Improvement Area No. 2 and \$8,500,000 for Improvement Area No. 3.

The CFD bonds are payable from and secured by special taxes, which are levied upon each individual property within the applicable Improvement Area. The General Fund of the City of Chino is not obligated to pay debt service on the bonds.

Attachments: Resolution No. 2026-006 Exhibits A, B, C, D and E, Maps
Resolution No. 2026-007

**PETITION
TO CREATE
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS)
OF THE CITY OF CHINO**

Honorable City Council
City of Chino
13220 Central Avenue
Chino, CA 91710

Members of the City Council:

This is a petition to create a community facilities district, and for a waiver with respect to certain procedural matters, under the Mello-Roos Community Facilities Act of 1982 (the “Act”). The undersigned hereby represents as follows:

1. Petitioner. This petition is submitted by KL LB BUY 3 LLC, a Delaware limited liability company (“Petitioner”), as the owner of the proposed taxable land to be included within the proposed Community Facilities District No. 2026-1 (The Meadows) of the City of Chino (the “Community Facilities District”), and Improvement Area Nos. 1, 2 and 3 therein, as described in Exhibit A hereto (the “Petitioner Property”). By submitting this petition, Petitioner represents and warrants to the City of Chino (the “City”) that it is the owner of the Petitioner Property.

2. Proceedings Requested. Petitioner hereby requests that the City Council of the City (the “City Council”) institute proceedings pursuant to the Act to establish the Community Facilities District, and Improvement Area Nos. 1, 2 and 3 therein (the “Improvement Areas”) to levy special taxes in the Community Facilities District in accordance with the proposed Rate and Method of Apportionment for each Improvement Area attached as Exhibit C hereto.

3. Boundaries of Community Facilities District. The boundaries of the territory which is proposed for inclusion in the Community Facilities District and the Improvement Areas are described in Exhibit A attached hereto and made a part hereof.

4. Types of Facilities, Services and Fees. The types of facilities, services and fees to be financed by the Community Facilities District are described in Exhibit B attached hereto and made a part hereof.

5. Elections. Petitioner hereby requests that a special election be held under the Act to authorize the special taxes for the Community Facilities District and the Improvement Areas therein, that the election be conducted by the City and its officials using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the City Council as the public hearings on the Community Facilities District under the Act, or as soon thereafter as possible. The Petitioner hereby represents to the City that, to the best of the undersigned’s knowledge, there are no registered voters within the Petitioner Property.

6. Waiver. To expedite the completion of the proceedings for the Community Facilities District and the Improvement Areas therein, Petitioner hereby waives all notices of hearings (other than published notices required under the Act) and all notices of election, all applicable waiting periods under the Act for the election, all ballot analysis and arguments for the election, and all requirements as to the form of the ballot.

7. Mailing Address. The address of Petitioner for receiving notices is:
_____, Attention: _____.

This petition is dated _____, 2026.

KL LB BUY 3 LLC, a Delaware limited liability
company

By: _____
Name: Ed Hadley
Title: Authorized Signatory

EXHIBIT A
BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (SAGE CEDAR)
OF THE CITY OF CHINO

The boundaries of the territory which is proposed for inclusion in Community Facilities District No. 2026-1 (Sage Cedar) of the City of Chino are depicted in the attached map.

**PETITIONER OWNERSHIP
WITHIN PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT AND
IMPROVEMENT AREAS THEREIN**

Real property in the City of Chino, County of San Bernardino, State of California, included within the following assessor parcels (“APN”):

IMPROVEMENT AREA NO. 1

IMPROVEMENT AREA NO. 2

IMPROVEMENT AREA NO. 3

EXHIBIT B

TYPES OF PUBLIC FACILITIES

The types of Facilities that are proposed by CFD No. 2026-1 and each of the Improvement Areas therein and financed with the proceeds of special taxes and bonds issued by CFD No. 2026-1 on behalf of each Improvement Area therein consist of backbone infrastructure needed for new development, such as roadway, bridge, sewer, water, reclaimed water, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, law enforcement facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure, including any other facilities that are necessary for development of the property within the boundaries of CFD No. 2026-1.

The description of Facilities described above is general in nature. The final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2026-1, as provided by Section 53313 of the Act, include the following (collectively, the “Services”):

- (i) maintenance of parks, parkways, park lighting, sidewalks, signage, landscaping in public areas, easements or right of way and open space;
- (ii) flood and storm protection services;
- (iii) the operation of storm drainage systems;
- (iv) maintenance of streets and roadways, traffic signals and street lighting;
- (v) graffiti and debris removal from public improvements;
- (vi) public safety services including police, fire protection and fire suppression;
- (vii) operation of library and recreation programs;
- (viii) operation of future museums and cultural facilities; and
- (ix) maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City of Chino.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay “Administrative Expenses” as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2026-1 and each of the Improvement Areas therein.

EXHIBIT C

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 1)**

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 2)**

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 3)**

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS)
CITY OF CHINO
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 OF THE CITY OF CHINO, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHINO AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____, BY IT'S RESOLUTION NO. _____.

CITY CLERK, CITY OF CHINO

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CHINO THIS ____ DAY OF _____, 20____.

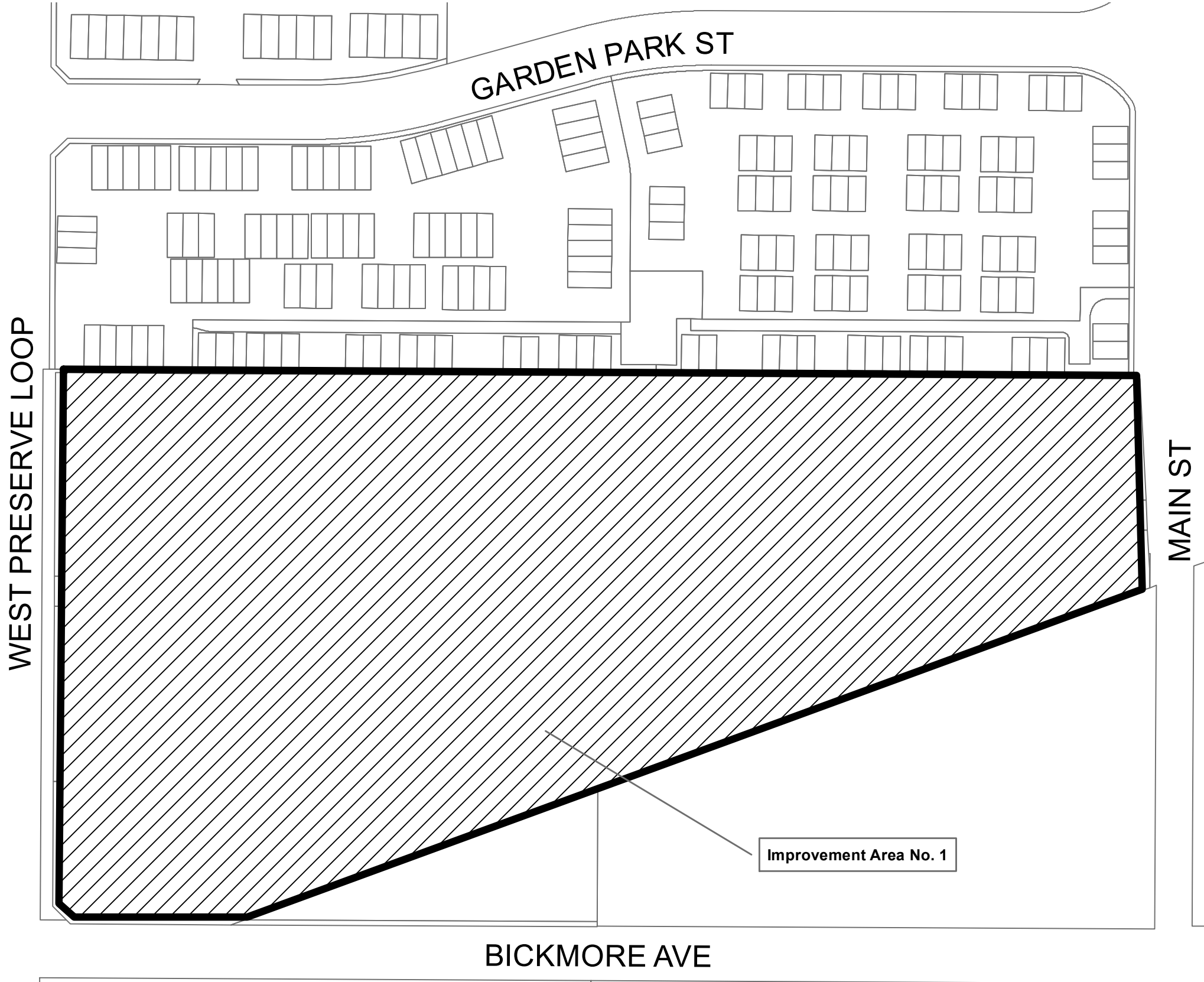
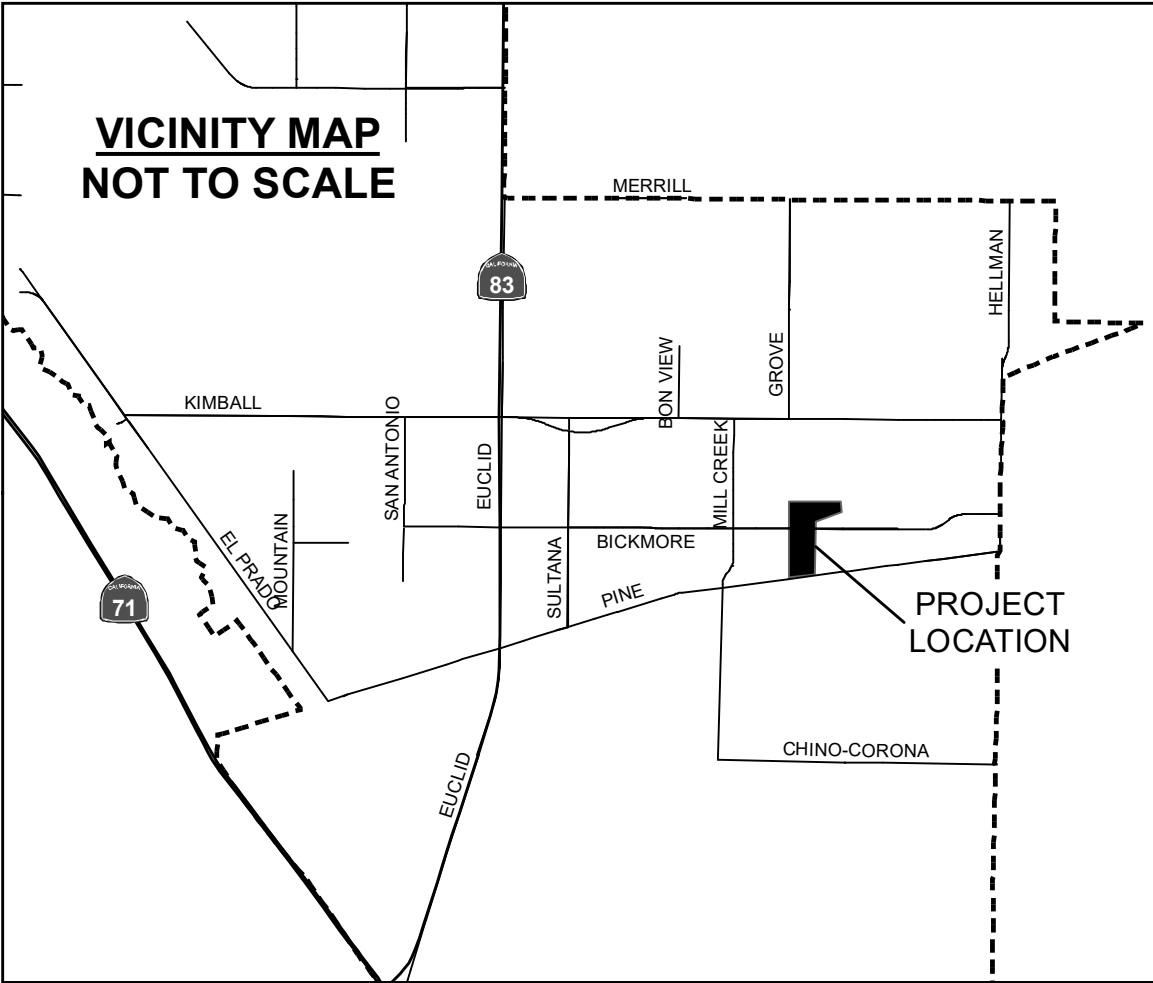
BY: _____
CITY CLERK, CITY OF CHINO

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____ THIS ____ DAY OF _____, 20____, AT ____ M., IN BOOK ____ OF _____ AT PAGE _____, AT THE REQUEST OF CITY OF CHINO IN THE AMOUNT OF \$ _____.

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER



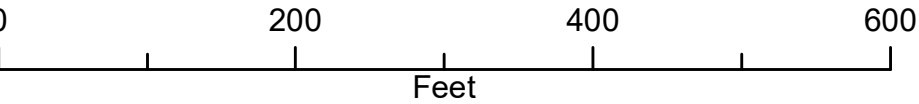
IMPROVEMENT AREA No. 1
COMPRISED OF PARCEL 1055-461-07-0000 (PORTION). FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF IMPROVEMENT AREA NO. 1, REFER TO LOT 1 OF TRACT MAP NO. 20312-2, FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL NUMBERS
1055-461-07-0000
1057-121-01-0000
1057-131-02-0000

LEGEND

	PROPOSED BOUNDARY	
	PARCEL BOUNDARY	
XXXX-XXX-XX-XXXX	PARCEL NUMBER	

IMPROVEMENT AREA NO. 1
IMPROVEMENT AREA NO. 2
IMPROVEMENT AREA NO. 3



THIS MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE SAN BERNADINO COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS)
CITY OF CHINO
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

IMPROVEMENT AREA NO. 2 DESCRIPTION:

THOSE PORTIONS OF LOTS 4 AND G OF TRACT MAP NO. 20312-2, AS PER MAP FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1:

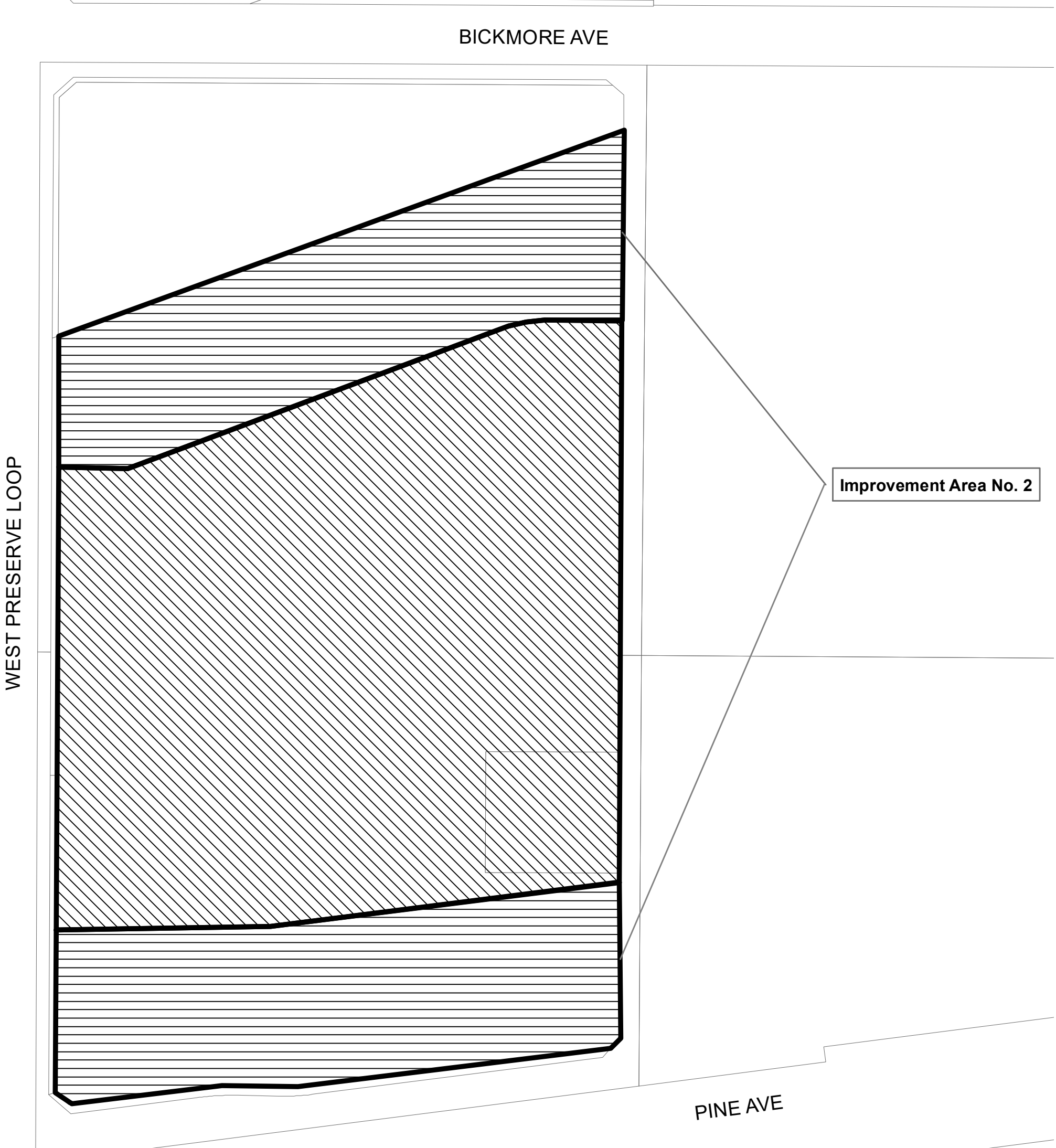
BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF TRACT MAP NO. 20312-2, AS PER MAP FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE, SOUTH 40° 31' 04" WEST, 11.18 FEET; THENCE, SOUTH 81° 43' 43" WEST, 313.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 232.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 31' 51" AN ARC DISTANCE 34.54 FEET; THENCE, NORTH 89° 44' 26" WEST, 41.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 298.00 FEET, THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 31' 51" AN ARC DISTANCE 44.37 FEET; THENCE, SOUTH 81° 43' 43" WEST, 132.04 FEET; THENCE, NORTH 49° 29' 06" WEST, 19.33 FEET; THENCE, NORTH 00° 41' 55" WEST, 141.14 FEET; THENCE, NORTH 89° 18' 54" EAST, 93.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2017.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 35' 10" AN ARC DISTANCE 267.06 FEET; THENCE NORTH 81° 43' 43" EAST, 226.62 FEET; THENCE SOUTH 00°41'36" EAST, 130.28 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4 OF TRACT MAP NO. 20312-2, AS PER MAP FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00° 41' 36" EAST, 187.93 FEET; THENCE SOUTH 89° 18' 24" WEST, 41.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 367.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 24' 38" AN ARC DISTANCE 130.47 FEET; THENCE SOUTH 68° 53' 46" WEST, 393.99 FEET THENCE, SOUTH 89° 18' 05" WEST, 51.02 FEET; THENCE NORTH 00° 41' 55" WEST, 128.79 FEET; THENCE NORTH 68° 53' 46" EAST, 629.66 FEET TO THE POINT OF BEGINNING.

IMPROVEMENT AREA NO. 2

COMPRISED OF PARCEL 1057-121-01-0000 (PORTION), EAST OF WEST PRESERVE LOOP, AND PARCEL 1057-131-02-0000 (PORTION), NORTH OF PINE AVENUE. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF IMPROVEMENT AREA NO. 2, REFER TO LOT 4 OF TRACT MAP NO. 20312-2, FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.



LEGEND

	PROPOSED BOUNDARY		IMPROVEMENT AREA NO. 1
	PARCEL BOUNDARY		IMPROVEMENT AREA NO. 2
XXXX-XXX-XX-XXXX	PARCEL NUMBER		IMPROVEMENT AREA NO. 3

PARCEL NUMBERS

1055-461-07-0000
1057-121-01-0000
1057-131-02-0000



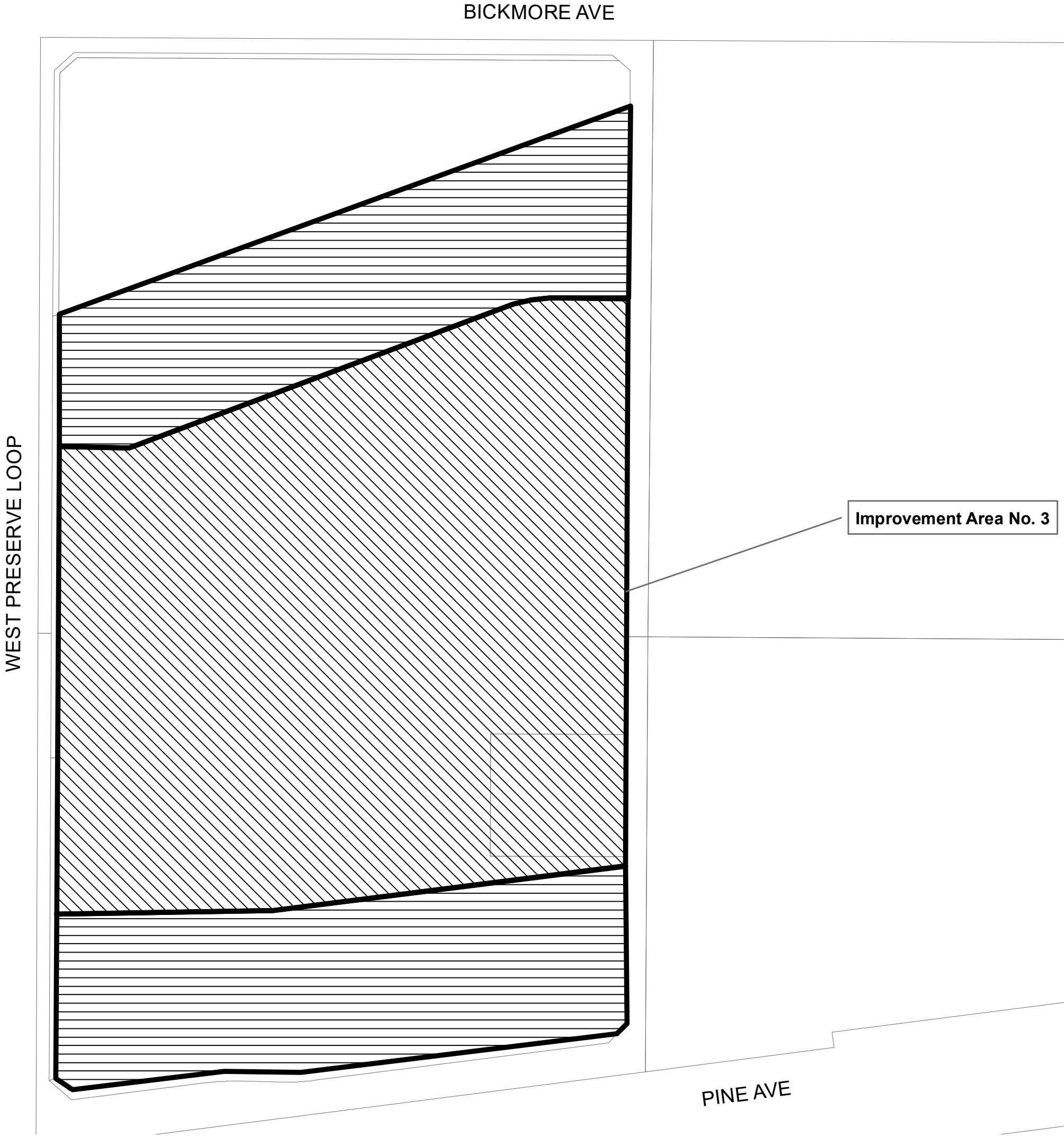
THIS MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE SAN BERNADINO COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS)
CITY OF CHINO
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

IMPROVEMENT AREA NO. 3 DESCRIPTION:
THOSE PORTIONS OF LOTS 4 AND G OF TRACT MAP NO. 20312-2, AS PER MAP FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1:
BEGINNING AT THE NORTHEAST CORNER OF LOT 4 OF TRACT MAP NO. 20312-2, AS PER MAP FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00° 41' 36" EAST, 187.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 41' 36" EAST, 622.50 FEET THENCE SOUTH 81° 43' 43" WEST, 226.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2017.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 35' 10" AN ARC DISTANCE 267.06 FEET; THENCE SOUTH 89° 18' 54" WEST, 93.14 FEET; THENCE NORTH 00° 41' 54.6" WEST, 509.54 FEET; THENCE NORTH 89° 18' 05" EAST, 45.02 FEET; THENCE NORTH 68° 53' 46" EAST, 393.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 367.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 24' 38" AN ARC DISTANCE 130.47 FEET; THENCE NORTH 89° 18' 24" EAST, 41.85 FEET TO THE TRUE POINT OF BEGINNING.

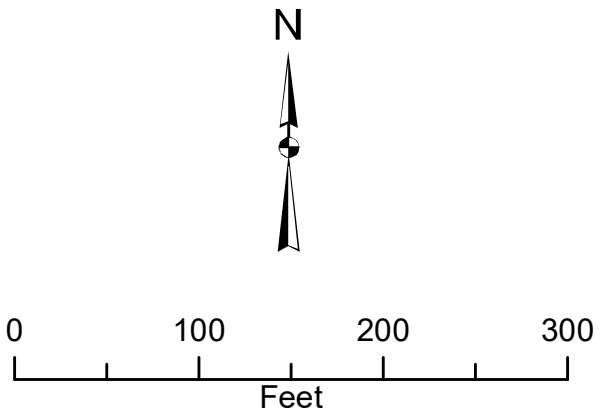
IMPROVEMENT AREA NO. 3
COMPRISED OF PARCEL 1057-121-01-0000 (PORTION) AND PARCEL 1057-131-02-0000 (PORTION). FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF IMPROVEMENT AREA 3, REFER TO LOTS 4 AND 5 OF TRACT MAP No. 20312-2, FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.



PARCEL NUMBERS
1055-461-07-0000
1057-121-01-0000
1057-131-02-0000

LEGEND

	PROPOSED BOUNDARY		IMPROVEMENT AREA NO. 1
	PARCEL BOUNDARY		IMPROVEMENT AREA NO. 2
XXXX-XXX-XX-XXXX	PARCEL NUMBER		IMPROVEMENT AREA NO. 3



THIS MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE SAN BERNADINO COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

RESOLUTION NO. 2026-006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO, AND IMPROVEMENT AREA NOS. 1, 2 AND NO. 3 THEREIN, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COST OF ACQUIRING OR CONSTRUCTING CERTAIN PUBLIC FACILITIES, PROVIDING CERTAIN SERVICES AND PAYING FOR CERTAIN INCIDENTAL EXPENSES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, in accordance with Sections 53318 and 53319 of the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), the City of Chino (the "City") has received a petition from Tri Pointe Homes Holdings, Inc., a Delaware corporation (the "Owner"), the owner of all of the territory described in Exhibit A attached hereto (the "Property"), requesting the City establish Community Facilities District No. 2026-1 (The Meadows) of the City of Chino (the "Community Facilities District") and to establish Improvement Area Nos. 1, 2 and No. 3 therein (each an "Improvement Area" and, collectively, the "Improvement Areas") to finance (1) the purchase, construction, expansion, improvement or rehabilitation of the public facilities described in Exhibit B hereto (which attachment is incorporated herein by this reference), including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, (2) the services described in Exhibit B hereto (the "Services"), and (3) the incidental expenses to be incurred in connection with financing the Facilities and Services, and forming and administering the Community Facilities District (the "Incidental Expenses"); and

WHEREAS, the City Council of the City (the "City Council"), acting as the legislative body of the Community Facilities District, further intends to approve an estimate of the costs of the Facilities, Services and the Incidental Expenses for the Community Facilities District; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of the Community Facilities District, and Improvement Area No. 1 and No. 2 therein, and the sale of bonds in an amount not to exceed \$17,000,000 for Improvement Area No. 1, \$6,500,000 for Improvement Area No. 2 and \$8,500,000 for Improvement Area No. 3 (collectively, the "Obligations") and the levy of a special tax within the applicable Improvement Area to pay debt service on the Obligations, provided that the bond sale and special tax levy are approved at elections to be held for the Community Facilities District and the Improvement Areas therein; and

WHEREAS, the City and the Owner desire to finance certain Facilities through the execution and delivery of an acquisition agreement for each of the Improvement Areas, by and between the City, acting for itself and on behalf of the Community Facilities District and each of the Improvement Areas, and the Owner (collectively, the "Acquisition Agreements"); and

WHEREAS, the form of such Acquisition Agreements has been presented to this City Council for approval;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

Section 1. Intention. The City Council declares its intention to conduct proceedings pursuant to the Act for the establishment of the Community Facilities District with boundaries coterminous with the Property. The City Counsel hereby designates, pursuant to Section 53350 of the Act, an area which shall be known as "Improvement Area No. 1 of Community Facilities District" ("Improvement Area No. 1"), an area which shall be known as "Improvement Area No. 2 of Community Facilities District" ("Improvement Area No. 2") ,and an area which shall be known as "Improvement Area No. 3 of Community Facilities District" ("Improvement Area No. 3"). It is further proposed that the boundaries of the Community Facilities District shall be the legal boundaries as described in Exhibit A hereto consisting of the combined boundaries of Improvement Area Nos. 1, 2 and 3, which boundaries shall, upon recordation of the boundary map for the Community Facilities District and the Improvement Areas therein, include the entirety of any parcel subject to taxation by Community Facilities District, except where indicated on the boundary map, and as depicted on the boundary map of the Community Facilities District which is on file with the City Clerk. The City Clerk is hereby directed to sign the original boundary map of the Community Facilities District and record it with all proper endorsements thereon with the County Recorder of the County of San Bernardino within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Name of the Community Facilities District. The name of the proposed Community Facilities District shall be "Community Facilities District No. 2026-1 (The Meadows) of the City of Chino."

Section 3. Types of Facilities and Services to be Financed by the Community Facilities District. The Facilities proposed to be provided within the Community Facilities District are public facilities as defined in the Act. The Services proposed to be provided for the benefit of the District are public services as defined in the Act. The City Council hereby finds and determines that the description of the Facilities, Services and Incidental Expenses herein is sufficiently informative to allow taxpayers within the Community Facilities District to understand what the funds of the Community Facilities District may be used to finance, the Facilities, Services and Incidental Expenses expected to be incurred, including the cost of planning and designing the Facilities and Services, the costs of forming the Community Facilities District and the Improvement Areas therein, issuing bonds, levying and collecting a special tax and the annual administration costs of the Community Facilities District and the Improvement Areas within. The City Council hereby finds that the proposed Facilities and Services are necessary to meet increased demands placed upon the City as a result of development occurring in the Community Facilities District. The Facilities may be acquired from one or more of the property owners as completed public facilities or may be constructed by or on behalf of the City and paid for with bond proceeds and special taxes. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the City hereafter determines that such arrangement is of benefit to the City. The City Council hereby finds and determines that the Services to be financed are in addition to those provided in the territory of the District at the present time and do not supplant services already available within the territory of the District at the present time. Bond proceeds shall not be used to finance Services.

Section 4. Special Taxes. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a special tax, secured by a continuing lien against all non-exempt real property in the Community

Facilities District and the Improvement Areas therein, sufficient to pay for the Facilities, Services and Incidental Expenses and the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the City, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) attributable to the Community Facilities District and the Improvement Areas therein. The rate and method of apportionment and manner of collection of the special tax in Improvement Area Nos. 1, 2 and 3 of the Community Facilities District as described in detail in Exhibit C, Exhibit D and Exhibit E, respectively, attached hereto (which attachments are incorporated herein by this reference). Exhibits C, D and E allow each landowner within the Community Facilities District and the Improvement Areas therein to estimate the maximum amount of special taxes that may be levied against each parcel.

If special taxes for Facilities of the Community Facilities District and the Improvement Areas therein are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased except to the extent permitted in the rate and method, (ii) such tax shall not be levied later than the 2069-70 Fiscal Year with respect to each of the Improvement Areas and (iii) under no circumstances shall such special tax in the the Improvement Areas be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Improvement Area by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. Special taxes for Services shall be levied as long as it is needed, as determined at the sole discretion of the City Council.

The special tax is based on the expected demand that each parcel of real property within the Community Facilities District and the Improvement Areas therein will place on the Facilities and Services. The City Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibits C, D and E to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act; and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within an Improvement Area shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit C, D or E, the City Council shall, on behalf of the Community Facilities District, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit C, D or E, as applicable, to the extent necessary upon the remaining property within the applicable Improvement Area which is not exempt in order to yield the special tax revenues required for the purposes described in this Section. The obligation to pay special taxes may be prepaid as provided in the rates and methods of apportionment set forth in Exhibits C, D and E, as such rate and method may be amended hereafter.

Section 5. Public Hearing. A combined public hearing (the "Hearing") on the establishment of the Community Facilities District and the Improvement Areas therein,, the proposed rates and methods of apportionment of the special tax for the Improvement Areas and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6 p.m., or as soon thereafter as practicable, on March 3, 2026, at the City Council's Chambers, 13220 Central Avenue, Chino, California. If the City Council determines to form the Community Facilities District and the Improvement Areas therein, a special election will be held to authorize the issuance of the bonds and the levy of the special tax in accordance with the procedures contained in Government Code Section 53326. If such election is held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the Community Facilities District and each Improvement Area therein at

the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the Community Facilities District and each Improvement Area. Ballots for the special election may be distributed by mail or by personal service.

At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the Community Facilities District and the Improvement Areas therein shall be established and whether special taxes shall be levied in accordance with the proposed methods of apportionment of the special taxes, and whether Obligations shall be issued to finance Facilities and Incidental Expenses of the Community Facilities District.

At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the Community Facilities District and any Improvement Area therein, may appear and be heard.

Section 6. Notice. The City Clerk is hereby authorized and directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the Community Facilities District. The City Clerk is further authorized and directed to mail a copy of the Notice to each of the landowners within the boundaries of the Community Facilities District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the Community Facilities District and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 7. Reports re Facilities and Services. Each City officer who is or will be responsible for providing the Facilities and Services within the Improvement Areas of the Community Facilities District, if it is established, is hereby directed to study the Community Facilities District and, at or before the time of the Hearing, file a report with the City Council containing a brief description of the public facilities and services by type which will in his or her opinion be required to meet adequately the needs of the Community Facilities District and the Improvement Areas therein and an estimate of the cost of providing those public facilities.

Section 8. Advance of Funds. The City may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the Community Facilities District and the Improvement Areas therein. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 9. Maximum Bonded Indebtedness. The reasonably expected maximum principal amount of the Obligations is Thirty-Two Million Dollars (\$32,000,000), consisting of (i) not to exceed \$17,000,000 for Improvement Area No. 1, (ii) not to exceed \$6,500,000 for Improvement Area No. 2 and (iii) not to exceed \$8,500,000 for Improvement Area No. 3.

Section 10. Reservation of Rights. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

Section 11. The form of the Acquisition Agreement for each Improvement Area presented at this meeting is hereby approved; and any one of the Mayor, City Manager or Director of Finance of the City (collectively, the "Authorized Officers") and attested to by the City Clerk, is hereby authorized and directed to execute the Acquisition Agreement substantially in the form presented at this meeting, with such additions therein and changes thereto as the Authorized Officer or Authorized Officers executing the same deem necessary to cure any defect or ambiguity therein if such change does not materially alter the substance or content thereof, with such approval to be conclusively evidenced by the execution and delivery of such Acquisition Agreement.

Section 12. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 20th day of January 2026.

FOR THE CITY OF CHINO:

By: _____
Eunice M. Ulloa
Mayor

ATTEST:

Natalie Gonzaga
City Clerk

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of January 2026, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

Attachments: Exhibits A, B, C, D and E

EXHIBIT A

DESCRIPTION OF THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED COMMUNITY FACILITIES DISTRICT AND IMPROVEMENT AREAS THEREIN

SHEET 1 OF 3 SHEET

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2025-1 (THE MEADOWS)
CITY OF CHINO
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 OF THE CITY OF CHINO, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHINO AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK, CITY OF CHINO

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CHINO THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK, CITY OF CHINO

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____ THIS _____ DAY OF _____, 20____ AT _____ M., IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF CITY OF CHINO IN THE AMOUNT OF \$ _____.

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

VICINITY MAP
NOT TO SCALE

LEGEND

—— PROPOSED BOUNDARY		IMPROVEMENT AREA NO. 1
—— PARCEL BOUNDARY		IMPROVEMENT AREA NO. 2
XXXX-XXXX-XX-XXXX PARCEL NUMBER		IMPROVEMENT AREA NO. 3

IMPROVEMENT AREA No. 1
COMPRISED OF PARCEL 1055-461-07-0000 (PORTION). FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF IMPROVEMENT AREA NO. 1, REFER TO LOT 1 OF TRACT MAP NO. 20312-2, FILED IN BOOK 370, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL NUMBERS
1055-461-07-0000
1057-121-01-0000
1057-131-02-0000

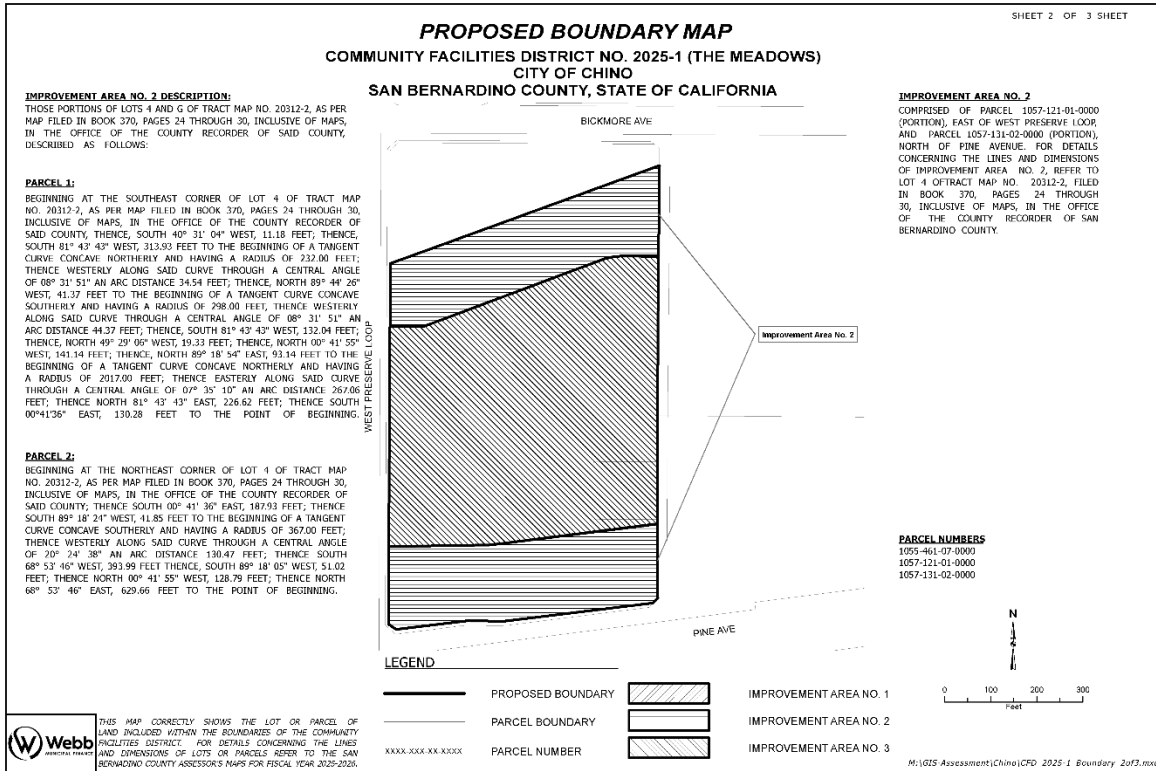
Map Labels: GARDEN PARK ST, WEST PRESERVE LOOP, BICKMORE AVE, MAIN ST, Improvement Area No. 1

Scale: 0 200 400 600 Feet

North Arrow: N

Webb THIS MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE SAN BERNARDINO COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

M:\GIS-Assessment\Chino\CFD_2025-1_Boundary_1of3.mxd



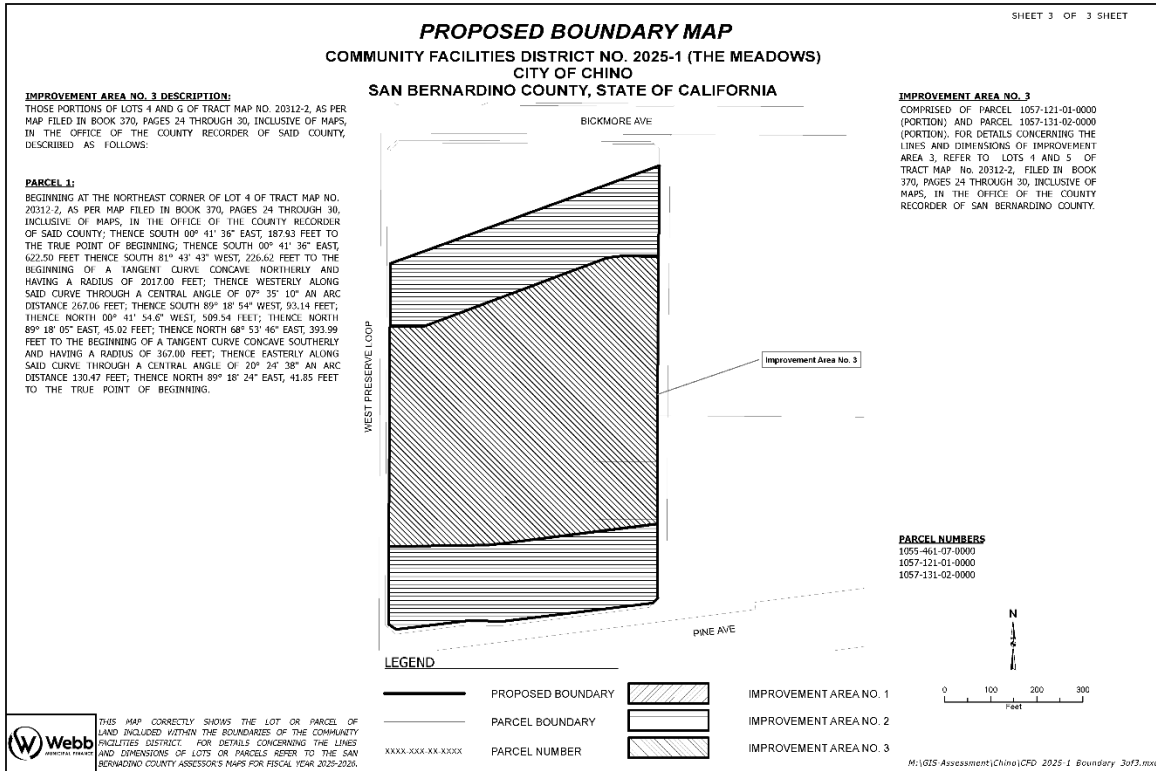


EXHIBIT B

DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

TYPES OF PUBLIC FACILITIES

The types of Facilities that are proposed by CFD No. 2026-1 and each of the Improvement Areas therein and financed with the proceeds of special taxes and bonds issued by CFD No. 2026-1 on behalf of each Improvement Area therein consist of backbone infrastructure needed for new development, such as roadway, bridge, sewer, water, reclaimed water, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, law enforcement facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure, including any other facilities that are necessary for development of the property within the boundaries of CFD No. 2026-1.

The description of Facilities described above is general in nature. The final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2026-1, as provided by Section 53313 of the Act, include the following (collectively, the "Services"):

- (i) maintenance of parks, parkways, park lighting, sidewalks, signage, landscaping in public areas, easements or right of way and open space;
- (ii) flood and storm protection services;
- (iii) the operation of storm drainage systems;
- (iv) maintenance of streets and roadways, traffic signals and street lighting;
- (v) graffiti and debris removal from public improvements;
- (vi) public safety services including police, fire protection and fire suppression;
- (vii) operation of library and recreation programs;
- (viii) operation of future museums and cultural facilities; and
- (ix) maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City of Chino.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2026-1 and each of the Improvement Areas therein.

EXHIBIT C
RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 1)

The following sets forth the Rate and Method of Apportionment for the levy and collection of Annual Special Tax A and Annual Special Tax B in Improvement Area No. 1 of the City of Chino ("City") Community Facilities District No. 2026-1 ("CFD No. 2026-1"). An Annual Special Tax A and Annual Special Tax B shall be levied on and collected in Improvement Area No. 1 of CFD No. 2026-1 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All of the real property within Improvement Area No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the City Engineer.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses allocable to the Special Tax A Requirement and to the Special Tax B Requirement which are incurred by the City on behalf of Improvement Area No. 1 related to the determination of the amount of the levy of Special Tax A and Special Tax B, the collection of Special Tax A and Special Tax B including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of Improvement Area No. 1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2026-1 relating to Improvement Area No. 1.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax A and Special Tax B.

"Annual Special Tax A" means for each Assessor's Parcel, the Special Tax A actually levied in a given Fiscal Year on any Assessor's Parcel.

"Annual Special Tax B" means for each Assessor's Parcel, the Special Tax B actually levied in a given Fiscal Year on any Assessor's Parcel.

"Approved Property" means all Assessor's Parcels of Taxable Property other than Provisional Undeveloped Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) that have not

been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax A is being levied.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number within the boundaries of Improvement Area No. 1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

“Assigned Annual Special Tax A” means the Special Tax A of that name described in Section D below.

“Backup Annual Special Tax A” means the Special Tax A of that name described in Section E below.

“Bonds” means those bonds issued by or on behalf of CFD No. 2026-1 Improvement Area No. 1, or any refunding thereof, to which Special Tax A within Improvement Area No. 1 has been pledged.

“Boundary Map” means a recorded map of the CFD No. 2026-1 which indicates the boundaries of Improvement Area No. 1 of CFD No. 2026-1.

“Building Square Footage” or “BSF” means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor’s Parcel and subject to verification by City Staff.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD No. 2026-1” means Community Facilities District No. 2026-1 Improvement Area No. 1 established by the City under the Act.

“City” means the City of Chino, or its designee.

“City Council” means the City Council of the City of Chino, acting as the legislative body of CFD No. 2026-1, or its designee.

“Consumer Price Index” or “CPI” means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside-San Bernardino-Ontario area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario.

“County” means the County of San Bernardino.

“Developed Property” means all Assessor’s Parcels of Taxable Property other than Provisional Undeveloped Property that: (i) are included in a Final Map that was recorded prior to January 1st

preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax A or Special Tax B is being levied.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from both Special Tax A and Special Tax B as provided for in Section L.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period commencing July 1 of any year and ending the following June 30.

“Improvement Area No. 1” means Improvement Area No. 1 of CFD No. 2026-1, as identified on the boundary map for CFD No. 2026-1 Improvement Area No. 1.

“Land Use Type” means Residential Property, Multifamily Residential Property, or Non-Residential Property.

“Maximum Special Tax A” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax A, determined in accordance with Section C that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Maximum Special Tax B” means for each Assessor’s Parcel of Developed Property, the maximum amount of Special Tax B, determined in accordance with Section I that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Multifamily Residential Property” means all Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax A obligation for an Assessor’s Parcel, as described in Section H.

“Prepayment Amount” means the amount required to prepay the Special Tax A obligation in full for an Assessor’s Parcel, as described in Section G.

“Proportionately” means for Special Tax A that the ratio of the Annual Special Tax A levy to the applicable Assigned Annual Special Tax A is equal for all applicable Assessor’s Parcels. In the case of Special Tax B, means that the ratio of the Annual Special Tax B levy to the applicable Maximum Special Tax B is equal for all applicable Assessor’s Parcels. In case of Developed Property subject to the apportionment of the Annual Special Tax A under Step Four of Section F, “Proportionately” means that the quotient of (a) Annual Special Tax A less the Assigned Annual Special Tax A divided by (b) the Backup Annual Special Tax A less the Assigned Annual Special Tax A, is equal for all applicable Assessor’s Parcels.

“Provisional Undeveloped Property” means all Assessor’s Parcels of Taxable Property subject to Special Tax A that would otherwise be classified as Exempt Property pursuant to the provisions of Section L, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section L.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property.

“Services” means services permitted under the Act including, without limitation, maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2026-1.

“Special Tax A” means any of the special taxes authorized to be levied on Taxable Property within Improvement Area No. 1 by CFD No. 2026-1 pursuant to the Act to fund the Special Tax A Requirement.

“Special Tax B” means the special tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

“Special Tax A Requirement” means, subject to the Maximum Special Tax A, the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B), (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of facilities or payment of fees authorized by CFD No. 2026-1 by the levy on Developed Property of the Assigned Annual Special Tax A, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Approved Property or Undeveloped Property as set forth in Step Two and Three of Section F, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable fiscal agent agreement, or trust agreement.

“Special Tax B Requirement” means, subject to the Maximum Special Tax B, that amount to be collected in any Fiscal Year to pay for Services as required to meet the needs of CFD No. 2026-1 in both the current Fiscal Year and the next Fiscal Year. The costs of Services to be covered shall be the direct costs for (i) Services, and (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B); less (iii) a credit for funds available to reduce the Annual Special Tax B levy, if any, as determined by the Administrator. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

“Taxable Property” means all Assessor’s Parcels within Improvement Area No. 1, which are not Exempt Property.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property which are not Developed Property, Approved Property or Provisional Undeveloped Property.

“Unit” means any residential structure.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2026-27, each Assessor's Parcel within Improvement Area No. 1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property, Multifamily Residential Property, or Non-Residential Property.

SECTION C
MAXIMUM SPECIAL TAX A

1. Developed Property

The Maximum Special Tax A for each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Annual Special Tax A or (ii) the Backup Annual Special Tax A.

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property in any Fiscal Year shall be the Assigned Annual Special Tax A.

SECTION D
ASSIGNED ANNUAL SPECIAL TAX A

1. Developed Property

Each Fiscal Year, each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property shall be subject to an Assigned Annual Special Tax A.

The Assigned Annual Special Tax A applicable to an Assessor's Parcel of Developed Property shall be determined using the Table below.

**TABLE 1
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,450	\$3,280 per Unit
Residential Property	1,450 – 1,599	\$3,425 per Unit
Residential Property	1,600 – 1,749	\$3,570 per Unit
Residential Property	1,750 – 1,899	\$3,715 per Unit
Residential Property	1,900 – 2,049	\$3,860 per Unit
Residential Property	Greater than 2,049	\$4,005 per Unit
Multifamily Residential Property	N/A	\$216,060 per Acre
Non-Residential Property	N/A	\$216,060 per Acre

2. **Approved Property, Undeveloped Property, and Provisional Undeveloped Property**
Each Fiscal Year, each Assessor's Parcel of Approved Property, Undeveloped Property, and Provisional Undeveloped Property shall be subject to an Assigned Annual Special Tax A. The Assigned Annual Special Tax A rate for an Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property shall be determined pursuant to Table 2 below:

**TABLE 2
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR APPROVED PROPERTY, UNDEVELOPED PROPERTY,
AND PROVISIONAL UNDEVELOPED PROPERTY**

Minimum Taxable Acreage	Rate
4.75	\$216,060 per Acre

**SECTION E
BACKUP ANNUAL SPECIAL TAX A**

At the time a Final Map is recorded, the City shall determine the Backup Annual Special Tax A for all Assessor's Parcels classified or reasonably expected to be classified as Residential Property within such Final Map area shall be determined by multiplying the Maximum Special Tax A rate for Undeveloped Property by the total Acreage of Taxable Property, excluding the Provisional Undeveloped Property Acreage area, or Multifamily Residential Property and/or Non-Residential Property Acreage area if any, in such Final Map area and any Acreage reasonably expected to be classified as Exempt Property, and dividing such amount by the total number of such Assessor's Parcels of Residential Property. In no circumstance shall the total Acreage of Taxable Property in less than the acreage set forth in Table 2.

The Backup Annual Special Tax A for Multifamily Residential Property shall be its Annual Assigned Special Tax A Rate.

Notwithstanding the foregoing, if Assessor's Parcels which are classified or to be classified as Residential Property or Multifamily Residential Property are subsequently changed by recordation of a lot line adjustment, Final Map amendment, new Final Map or similar instrument, then the Backup Annual Special Tax A shall be recalculated within the area that has been changed to equal the amount of Backup Annual Special Tax A that would have been generated if such change did not take place.

SECTION F

METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX A

Commencing Fiscal Year 2026-27 and for each subsequent Fiscal Year, the City Council shall levy Annual Special Tax A in accordance with the following steps:

- Step One: The Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Annual Special Tax A rates in Table 1 to satisfy the Special Tax A Requirement.
- Step Two: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the applicable Assigned Annual Special Tax A to satisfy the Special Tax A Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax A for Undeveloped Property applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the Annual Special Tax A on each Assessor's Parcel of Developed Property for which the Maximum Special Tax A is the Backup Annual Special Tax A shall be increased Proportionately from the Assigned Annual Special Tax A up to 100% of the Backup Annual Special Tax A as needed to satisfy the Special Tax A Requirement.
- Step Five: If additional moneys are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

SECTION G

PREPAYMENT OF ANNUAL SPECIAL TAX A

The following definition applies to this Section G:

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Tax A which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Maximum Special Tax A.

Prepayment:

The Special Tax A obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Approved Property, an Assessor's Parcel of Undeveloped Property, and an Assessor's Parcel of Provisional Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by Improvement Area No. 1 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

$$\begin{array}{rcl} & & \text{Payoff Amount} \\ \text{plus} & & \text{Administrative Fee} \\ \text{equals} & & \text{Prepayment Amount} \end{array}$$

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Developed Property and Provisional Undeveloped Property, compute the Assigned Annual Special Tax A applicable to the Assessor's Parcel. For an Assessor's Parcel of Approved Property, compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel. For an Assessor's Parcel of Undeveloped Property compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel.

For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, compute the present value of the remaining Annual Assigned Special Tax A payments using a discount rate that is equal to the weighted average interest rate on the Outstanding Bonds and the remaining term of the Outstanding Bonds determined by a Financial Advisor selected by the City. For any prepayment that occurs prior to the first issuance of Bonds, the discount rate used in this calculation shall be 5.5% and the term shall be the period in which the Special Tax A may be levied as provided in Section K less ten years. This is the "Payoff Amount."

2. For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, divide the Assigned Annual Special Tax A computed pursuant to the first paragraph in paragraph 1 of this Section G for such Assessor's Parcel by

the sum of the estimated Assigned Annual Special Tax applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.

3. Multiply the quotient computed pursuant to paragraph 2 by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.
6. Determine the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium in State and Local Government Series Treasury Obligations until the earliest call date for the Outstanding Bonds.
7. Subtract the amount computed pursuant to paragraph 6 from the amount computed pursuant to paragraph 5. This difference is the "Defeasance Cost."
8. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
9. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than zero.
10. The "Amount to Call Bonds" is equal to the sum of the Bond Redemption Amount, the Redemption Premium, and the Defeasance Cost, less the Reserve Fund Credit (the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds).
11. The Prepayment Amount is the sum of the Payoff Amount and the Administrative Fee.

12. From the Prepayment Amount, the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds pursuant to the fiscal agent agreement or escrow agreement; the Administrative Fee will be transferred to the Administrative Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement and used to pay administrative expenses; the remainder will be transferred to the Surplus Taxes Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement.

With respect to the Special Tax A obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of Improvement Area No. 1 that there has been a prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax A obligation and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such full prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds in each future Fiscal Year.

SECTION H

PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAX A

The Special Tax A obligation of an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property, for which a building permit has been issued or is expected to be issued, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P_G = the Prepayment Amount calculated according to Section G.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of Improvement Area No. 1 that there has been a partial prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax A obligation, to indicate the partial prepayment of the Special Tax A obligation and the partial release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax A shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

**SECTION I
MAXIMUM SPECIAL TAX B**

1. Developed Property

Maximum Special Tax B

The Maximum Special Tax B for each Assessor's Parcel of Developed Property for each Land Use Type is shown in the Table below.

On each July 1, commencing July 1, 2026, the Maximum Special Tax for Residential Property for the prior Fiscal Year shall be increased by (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve month period ending in March of the prior Fiscal Year, not to exceed 7%.

The Maximum Special Tax for Multifamily Residential Property and Non-Residential Property shall not increase.

**TABLE 3
MAXIMUM SPECIAL TAX B RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,450	\$590 per Unit
Residential Property	1,450 – 1,599	\$602 per Unit
Residential Property	1,600 – 1,749	\$620 per Unit
Residential Property	1,750 – 1,899	\$650 per Unit
Residential Property	1,900 – 2,049	\$679 per Unit
Residential Property	Greater than 2,049	\$697 per Unit
Multifamily Residential Property	N/A	\$38,041 per Acre
Non-Residential Property	N/A	\$38,041 per Acre

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

No Special Tax B shall be levied on Approved Property, Undeveloped Property, or Provisional Undeveloped Property.

3. Method of Apportionment of the Maximum Special Tax B

Commencing with Fiscal Year 2026-27 and for each following Fiscal Year, the City shall levy the Special Tax B at up to 100% of the applicable Maximum Special Tax B, proportionately on each Assessor's Parcel of Developed Property until the amount of Special Tax B equals the Special Tax B Requirement.

**SECTION J
PREPAYMENT OF ANNUAL SPECIAL TAX B**

Special Tax B cannot be prepaid.

**SECTION K
TERM OF SPECIAL TAX A AND SPECIAL TAX B**

For each Fiscal Year that any Bonds are outstanding the Annual Special Tax A shall be levied on all Assessor's Parcels subject to the Annual Special Tax A. If any delinquent Annual Special Tax A amounts remain uncollected prior to or after all Bonds are retired, the Annual Special Tax A may be levied to the extent necessary to reimburse Improvement Area No. 1 for uncollected Annual Special Tax A amounts associated with the levy of such Annual Special Tax A amounts, but not later than the 2069-70 Fiscal Year.

Special Tax B shall be levied in perpetuity as long as the Services are being provided.

**SECTION L
EXEMPT PROPERTY**

The City shall classify as Exempt Property, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, or (vi) other types of public uses determined by the City Council.

Notwithstanding the foregoing, the City Council for purposes of levying the Special Tax A shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Acreage amounts listed in Table 4 below. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Acreage amounts listed in Table 4 will be classified as Provisional Undeveloped Property, and will be subject to the levy of Special Tax A pursuant to Step Five in Section F.

**TABLE 4
MINIMUM TAXABLE ACRES**

Acres
4.75

SECTION M APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax A or Special Tax B is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax A or Special Tax B that is disputed. A representative(s) of CFD No. 2026-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of Special Tax A or Special Tax B, and rule on the appeal. If the representative's decision requires that the Special Tax A or Special Tax B for an Assessor's Parcel be modified or changed in favor of the property owner,

The representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year, if prior to the payment date,
- (ii) require the CFD to reimburse the property owner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) grant a credit against, eliminate, or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

The City may interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguity and make determinations relative to the amount of Administrative Expenses.

SECTION N MANNER OF COLLECTION

The Annual Special Tax A or Annual Special Tax B shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that Improvement Area No. 1 may collect Annual Special Tax A and Annual Special Tax B at a different time or in a different manner if necessary to meet its financial obligations.

EXHIBIT D
RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 2)

The following sets forth the Rate and Method of Apportionment for the levy and collection of Annual Special Tax A and Annual Special Tax B in Improvement Area No. 2 of the City of Chino ("City") Community Facilities District No. 2026-1 ("CFD No. 2026-1"). An Annual Special Tax A and Annual Special Tax B shall be levied on and collected in Improvement Area No. 2 of CFD No. 2026-1 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All of the real property within Improvement Area No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the City Engineer.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses allocable to the Special Tax A Requirement and to the Special Tax B Requirement which are incurred by the City on behalf of Improvement Area No. 2 related to the determination of the amount of the levy of Special Tax A and Special Tax B, the collection of Special Tax A and Special Tax B including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of Improvement Area No. 2, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2026-1 relating to Improvement Area No. 2.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax A and Special Tax B.

"Annual Special Tax A" means for each Assessor's Parcel, the Special Tax A actually levied in a given Fiscal Year on any Assessor's Parcel.

"Annual Special Tax B" means for each Assessor's Parcel, the Special Tax B actually levied in a given Fiscal Year on any Assessor's Parcel.

"Approved Property" means all Assessor's Parcels of Taxable Property other than Provisional Undeveloped Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) that have not

been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax A is being levied.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number within the boundaries of Improvement Area No. 2.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

“Assigned Annual Special Tax A” means the Special Tax A of that name described in Section D below.

“Backup Annual Special Tax A” means the Special Tax A of that name described in Section E below.

“Bonds” means those bonds issued by or on behalf of CFD No. 2026-1 Improvement Area No. 2, or any refunding thereof, to which Special Tax A within Improvement Area No. 2 has been pledged.

“Boundary Map” means a recorded map of the CFD No. 2026-1 which indicates the boundaries of Improvement Area No. 2 of CFD No. 2026-1.

“Building Square Footage” or “BSF” means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor’s Parcel and subject to verification by City Staff.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD No. 2026-1” means Community Facilities District No. 2026-1 Improvement Area No. 2 established by the City under the Act.

“City” means the City of Chino, or its designee.

“City Council” means the City Council of the City of Chino, acting as the legislative body of CFD No. 2026-1, or its designee.

“Consumer Price Index” or “CPI” means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside-San Bernardino-Ontario area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario.

“County” means the County of San Bernardino.

“Developed Property” means all Assessor’s Parcels of Taxable Property other than Provisional Undeveloped Property that: (i) are included in a Final Map that was recorded prior to January 1st

preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax A or Special Tax B is being levied.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from both Special Tax A and Special Tax B as provided for in Section L.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period commencing July 1 of any year and ending the following June 30.

“Improvement Area No. 2” means Improvement Area No. 2 of CFD No. 2026-1, as identified on the boundary map for CFD No. 2026-1 Improvement Area No. 2.

“Land Use Type” means Residential Property, Multifamily Residential Property, or Non-Residential Property.

“Maximum Special Tax A” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax A, determined in accordance with Section C that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Maximum Special Tax B” means for each Assessor’s Parcel of Developed Property, the maximum amount of Special Tax B, determined in accordance with Section I that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Multifamily Residential Property” means all Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax A obligation for an Assessor’s Parcel, as described in Section H.

“Prepayment Amount” means the amount required to prepay the Special Tax A obligation in full for an Assessor’s Parcel, as described in Section G.

“Proportionately” means for Special Tax A that the ratio of the Annual Special Tax A levy to the applicable Assigned Annual Special Tax A is equal for all applicable Assessor’s Parcels. In the case of Special Tax B, means that the ratio of the Annual Special Tax B levy to the applicable Maximum Special Tax B is equal for all applicable Assessor’s Parcels. In case of Developed Property subject to the apportionment of the Annual Special Tax A under Step Four of Section F, “Proportionately” means that the quotient of (a) Annual Special Tax A less the Assigned Annual Special Tax A divided by (b) the Backup Annual Special Tax A less the Assigned Annual Special Tax A, is equal for all applicable Assessor’s Parcels.

“Provisional Undeveloped Property” means all Assessor’s Parcels of Taxable Property subject to Special Tax A that would otherwise be classified as Exempt Property pursuant to the provisions of Section L, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section L.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property.

“Services” means services permitted under the Act including, without limitation, maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2026-1.

“Special Tax A” means any of the special taxes authorized to be levied on Taxable Property within Improvement Area No. 2 by CFD No. 2026-1 pursuant to the Act to fund the Special Tax A Requirement.

“Special Tax B” means the special tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

“Special Tax A Requirement” means, subject to the Maximum Special Tax A, the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B), (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of facilities or payment of fees authorized by CFD No. 2026-1 by the levy on Developed Property of the Assigned Annual Special Tax A, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Approved Property or Undeveloped Property as set forth in Step Two and Three of Section F, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable fiscal agent agreement, or trust agreement.

“Special Tax B Requirement” means, subject to the Maximum Special Tax B, that amount to be collected in any Fiscal Year to pay for Services as required to meet the needs of CFD No. 2026-1 in both the current Fiscal Year and the next Fiscal Year. The costs of Services to be covered shall be the direct costs for (i) Services, and (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B); less (iii) a credit for funds available to reduce the Annual Special Tax B levy, if any, as determined by the Administrator. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

“Taxable Property” means all Assessor’s Parcels within Improvement Area No. 2, which are not Exempt Property.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property which are not Developed Property, Approved Property or Provisional Undeveloped Property.

“Unit” means any residential structure.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2026-27, each Assessor's Parcel within Improvement Area No. 2 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property, Multifamily Residential Property, or Non-Residential Property.

SECTION C
MAXIMUM SPECIAL TAX A

1. Developed Property

The Maximum Special Tax A for each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Annual Special Tax A or (ii) the Backup Annual Special Tax A.

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property in any Fiscal Year shall be the Assigned Annual Special Tax A.

SECTION D
ASSIGNED ANNUAL SPECIAL TAX A

1. Developed Property

Each Fiscal Year, each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property shall be subject to an Assigned Annual Special Tax A.

The Assigned Annual Special Tax A applicable to an Assessor's Parcel of Developed Property shall be determined using the Table below.

**TABLE 1
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,350	\$3,875 per Unit
Residential Property	1,350 – 1,599	\$4,005 per Unit
Residential Property	1,600 – 1,849	\$4,135 per Unit
Residential Property	1,850 – 2,099	\$4,265 per Unit
Residential Property	Greater than 2,099	\$4,395 per Unit
Multifamily Residential Property	N/A	\$231,863 per Acre
Non-Residential Property	N/A	\$231,863 per Acre

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

Each Fiscal Year, each Assessor's Parcel of Approved Property, Undeveloped Property, and Provisional Undeveloped Property shall be subject to an Assigned Annual Special Tax A. The Assigned Annual Special Tax A rate for an Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property shall be determined pursuant to Table 2 below:

**TABLE 2
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR APPROVED PROPERTY, UNDEVELOPED PROPERTY,
AND PROVISIONAL UNDEVELOPED PROPERTY**

Minimum Taxable Acreage	Rate
1.76	\$231,863 per Acre

**SECTION E
BACKUP ANNUAL SPECIAL TAX A**

At the time a Final Map is recorded, the City shall determine the Backup Annual Special Tax A for all Assessor's Parcels classified or reasonably expected to be classified as Residential Property within such Final Map area shall be determined by multiplying the Maximum Special Tax A rate for Undeveloped Property by the total Acreage of Taxable Property, excluding the Provisional Undeveloped Property Acreage area, or Multifamily Residential Property and/or Non-Residential Property Acreage area if any, in such Final Map area and any Acreage reasonably expected to be classified as Exempt Property, and dividing such amount by the total number of such Assessor's Parcels of Residential Property. In no circumstance shall the total Acreage of Taxable Property in less than the acreage set forth in Table 2.

The Backup Annual Special Tax A for Multifamily Residential Property shall be its Annual Assigned Special Tax A Rate.

Notwithstanding the foregoing, if Assessor's Parcels which are classified or to be classified as Residential Property or Multifamily Residential Property are subsequently changed by recordation of a lot line adjustment, Final Map amendment, new Final Map or similar instrument, then the Backup Annual Special Tax A shall be recalculated within the area that has been changed to equal the amount of Backup Annual Special Tax A that would have been generated if such change did not take place.

SECTION F

METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX A

Commencing Fiscal Year 2026-27 and for each subsequent Fiscal Year, the City Council shall levy Annual Special Tax A in accordance with the following steps:

- Step One: The Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Annual Special Tax A rates in Table 1 to satisfy the Special Tax A Requirement.
- Step Two: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the applicable Assigned Annual Special Tax A to satisfy the Special Tax A Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax A for Undeveloped Property applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the Annual Special Tax A on each Assessor's Parcel of Developed Property for which the Maximum Special Tax A is the Backup Annual Special Tax A shall be increased Proportionately from the Assigned Annual Special Tax A up to 100% of the Backup Annual Special Tax A as needed to satisfy the Special Tax A Requirement.
- Step Five: If additional moneys are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

SECTION G

PREPAYMENT OF ANNUAL SPECIAL TAX A

The following definition applies to this Section G:

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Tax A which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Maximum Special Tax A.

Prepayment:

The Special Tax A obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Approved Property, an Assessor's Parcel of Undeveloped Property, and an Assessor's Parcel of Provisional Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by Improvement Area No. 2 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

$$\begin{array}{rcl} & & \text{Payoff Amount} \\ \text{plus} & & \text{Administrative Fee} \\ \text{equals} & & \text{Prepayment Amount} \end{array}$$

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Developed Property and Provisional Undeveloped Property, compute the Assigned Annual Special Tax A applicable to the Assessor's Parcel. For an Assessor's Parcel of Approved Property, compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel. For an Assessor's Parcel of Undeveloped Property compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel.

For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, compute the present value of the remaining Annual Assigned Special Tax A payments using a discount rate that is equal to the weighted average interest rate on the Outstanding Bonds and the remaining term of the Outstanding Bonds determined by a Financial Advisor selected by the City. For any prepayment that occurs prior to the first issuance of Bonds, the discount rate used in this calculation shall be 5.5% and the term shall be the period in which the Special Tax A may be levied as provided in Section K less ten years. This is the "Payoff Amount."

2. For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, divide the Assigned Annual Special Tax A computed pursuant to the first paragraph in paragraph 1 of this Section G for such Assessor's Parcel by

the sum of the estimated Assigned Annual Special Tax applicable to all Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.

3. Multiply the quotient computed pursuant to paragraph 2 by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.
6. Determine the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium in State and Local Government Series Treasury Obligations until the earliest call date for the Outstanding Bonds.
7. Subtract the amount computed pursuant to paragraph 6 from the amount computed pursuant to paragraph 5. This difference is the "Defeasance Cost."
8. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
9. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than zero.
10. The "Amount to Call Bonds" is equal to the sum of the Bond Redemption Amount, the Redemption Premium, and the Defeasance Cost, less the Reserve Fund Credit (the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds).
11. The Prepayment Amount is the sum of the Payoff Amount and the Administrative Fee.

12. From the Prepayment Amount, the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds pursuant to the fiscal agent agreement or escrow agreement; the Administrative Fee will be transferred to the Administrative Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement and used to pay administrative expenses; the remainder will be transferred to the Surplus Taxes Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement.

With respect to the Special Tax A obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of Improvement Area No. 2 that there has been a prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax A obligation and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such full prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds in each future Fiscal Year.

SECTION H

PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAX A

The Special Tax A obligation of an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property, for which a building permit has been issued or is expected to be issued, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P_G = the Prepayment Amount calculated according to Section G.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of Improvement Area No. 2 that there has been a partial prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax A obligation, to indicate the partial prepayment of the Special Tax A obligation and the partial release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax A shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

**SECTION I
MAXIMUM SPECIAL TAX B**

1. Developed Property

Maximum Special Tax B

The Maximum Special Tax B for each Assessor's Parcel of Developed Property for each Land Use Type is shown in the Table below.

On each July 1, commencing July 1, 2026, the Maximum Special Tax for Residential Property for the prior Fiscal Year shall be increased by (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve month period ending in March of the prior Fiscal Year, not to exceed 7%.

The Maximum Special Tax for Multifamily Residential Property and Non-Residential Property shall not increase.

**TABLE 3
MAXIMUM SPECIAL TAX B RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,350	\$572 per Unit
Residential Property	1,350 – 1,599	\$584 per Unit
Residential Property	1,600 – 1,849	\$632 per Unit
Residential Property	1,850 – 2,099	\$650 per Unit
Residential Property	Greater than 2,099	\$702 per Unit
Multifamily Residential Property	N/A	35,521 per Acre
Non-Residential Property	N/A	35,521 per Acre

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

No Special Tax B shall be levied on Approved Property, Undeveloped Property, or Provisional Undeveloped Property.

3. Method of Apportionment of the Maximum Special Tax B

Commencing with Fiscal Year 2026-27 and for each following Fiscal Year, the City shall levy the Special Tax B at up to 100% of the applicable Maximum Special Tax B, proportionately on each Assessor's Parcel of Developed Property until the amount of Special Tax B equals the Special Tax B Requirement.

**SECTION J
PREPAYMENT OF ANNUAL SPECIAL TAX B**

Special Tax B cannot be prepaid.

SECTION K
TERM OF SPECIAL TAX A AND SPECIAL TAX B

For each Fiscal Year that any Bonds are outstanding the Annual Special Tax A shall be levied on all Assessor's Parcels subject to the Annual Special Tax A. If any delinquent Annual Special Tax A amounts remain uncollected prior to or after all Bonds are retired, the Annual Special Tax A may be levied to the extent necessary to reimburse Improvement Area No. 2 for uncollected Annual Special Tax A amounts associated with the levy of such Annual Special Tax A amounts, but not later than the 2069-70 Fiscal Year.

Special Tax B shall be levied in perpetuity as long as the Services are being provided.

SECTION L
EXEMPT PROPERTY

The City shall classify as Exempt Property, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, or (vi) other types of public uses determined by the City Council.

Notwithstanding the foregoing, the City Council for purposes of levying the Special Tax A shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Acreage amounts listed in Table 4 below. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Acreage amounts listed in Table 4 will be classified as Provisional Undeveloped Property, and will be subject to the levy of Special Tax A pursuant to Step Five in Section F.

TABLE 4
MINIMUM TAXABLE ACRES

Acres
1.76

SECTION M APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax A or Special Tax B is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax A or Special Tax B that is disputed. A representative(s) of CFD No. 2026-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of Special Tax A or Special Tax B, and rule on the appeal. If the representative's decision requires that the Special Tax A or Special Tax B for an Assessor's Parcel be modified or changed in favor of the property owner,

The representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year, if prior to the payment date,
- (ii) require the CFD to reimburse the property owner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) grant a credit against, eliminate, or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

The City may interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguity and make determinations relative to the amount of Administrative Expenses.

SECTION N MANNER OF COLLECTION

The Annual Special Tax A or Annual Special Tax B shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that Improvement Area No. 2 may collect Annual Special Tax A and Annual Special Tax B at a different time or in a different manner if necessary to meet its financial obligations.

EXHIBIT E
RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2026-1
OF THE CITY OF CHINO
(IMPROVEMENT AREA NO. 3)

The following sets forth the Rate and Method of Apportionment for the levy and collection of Annual Special Tax A and Annual Special Tax B in Improvement Area No. 3 of the City of Chino ("City") Community Facilities District No. 2026-1 ("CFD No. 2026-1"). An Annual Special Tax A and Annual Special Tax B shall be levied on and collected in Improvement Area No. 3 of CFD No. 2026-1 each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment described below. All of the real property within Improvement Area No. 3, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the land area is not shown on the applicable Final Map, the land area shall be calculated by the City Engineer.

"Act" means the Mello-Roos Community Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses allocable to the Special Tax A Requirement and to the Special Tax B Requirement which are incurred by the City on behalf of Improvement Area No. 3 related to the determination of the amount of the levy of Special Tax A and Special Tax B, the collection of Special Tax A and Special Tax B including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of Improvement Area No. 3, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2026-1 relating to Improvement Area No. 3.

"Administrator" means an official of the City, or designee thereof, responsible for, among other things, determining the annual amount of the levy and collection of the Special Tax A and Special Tax B.

"Annual Special Tax A" means for each Assessor's Parcel, the Special Tax A actually levied in a given Fiscal Year on any Assessor's Parcel.

"Annual Special Tax B" means for each Assessor's Parcel, the Special Tax B actually levied in a given Fiscal Year on any Assessor's Parcel.

"Approved Property" means all Assessor's Parcels of Taxable Property other than Provisional Undeveloped Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) that have not

been issued a building permit on or before March 1st preceding the Fiscal Year in which the Special Tax A is being levied.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number within the boundaries of Improvement Area No. 3.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that number assigned to a lot or parcel of land by the County Assessor for purposes of identification.

“Assigned Annual Special Tax A” means the Special Tax A of that name described in Section D below.

“Backup Annual Special Tax A” means the Special Tax A of that name described in Section E below.

“Bonds” means those bonds issued by or on behalf of CFD No. 2026-1 Improvement Area No. 3, or any refunding thereof, to which Special Tax A within Improvement Area No. 3 has been pledged.

“Boundary Map” means a recorded map of the CFD No. 2026-1 which indicates the boundaries of Improvement Area No. 3 of CFD No. 2026-1.

“Building Square Footage” or “BSF” means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor’s Parcel and subject to verification by City Staff.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD No. 2026-1” means Community Facilities District No. 2026-1 Improvement Area No. 3 established by the City under the Act.

“City” means the City of Chino, or its designee.

“City Council” means the City Council of the City of Chino, acting as the legislative body of CFD No. 2026-1, or its designee.

“Consumer Price Index” or “CPI” means the index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside-San Bernardino-Ontario area. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario.

“County” means the County of San Bernardino.

“Developed Property” means all Assessor’s Parcels of Taxable Property other than Provisional Undeveloped Property that: (i) are included in a Final Map that was recorded prior to January 1st

preceding the Fiscal Year in which the Special Tax A is being levied, and (ii) a building permit was issued on or before March 1st preceding the Fiscal Year in which the Special Tax A or Special Tax B is being levied.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from both Special Tax A and Special Tax B as provided for in Section L.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period commencing July 1 of any year and ending the following June 30.

“Improvement Area No. 3” means Improvement Area No. 3 of CFD No. 2026-1, as identified on the boundary map for CFD No. 2026-1 Improvement Area No. 3.

“Land Use Type” means Residential Property, Multifamily Residential Property, or Non-Residential Property.

“Maximum Special Tax A” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax A, determined in accordance with Section C that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Maximum Special Tax B” means for each Assessor’s Parcel of Developed Property, the maximum amount of Special Tax B, determined in accordance with Section I that can be levied in any Fiscal Year on such Assessor’s Parcel.

“Multifamily Residential Property” means all Parcels of Developed Property for which a building permit has been issued for the purpose of constructing a building or buildings comprised of attached Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for any type of non-residential use.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax A obligation for an Assessor’s Parcel, as described in Section H.

“Prepayment Amount” means the amount required to prepay the Special Tax A obligation in full for an Assessor’s Parcel, as described in Section G.

“Proportionately” means for Special Tax A that the ratio of the Annual Special Tax A levy to the applicable Assigned Annual Special Tax A is equal for all applicable Assessor’s Parcels. In the case of Special Tax B, means that the ratio of the Annual Special Tax B levy to the applicable Maximum Special Tax B is equal for all applicable Assessor’s Parcels. In case of Developed Property subject to the apportionment of the Annual Special Tax A under Step Four of Section F, “Proportionately” means that the quotient of (a) Annual Special Tax A less the Assigned Annual Special Tax A divided by (b) the Backup Annual Special Tax A less the Assigned Annual Special Tax A, is equal for all applicable Assessor’s Parcels.

“Provisional Undeveloped Property” means all Assessor’s Parcels of Taxable Property subject to Special Tax A that would otherwise be classified as Exempt Property pursuant to the provisions of Section L, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section L.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, which is not Multifamily Residential Property.

“Services” means services permitted under the Act including, without limitation, maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services. All of the services financed must be provided within the boundaries of or for the benefit of CFD No. 2026-1.

“Special Tax A” means any of the special taxes authorized to be levied on Taxable Property within Improvement Area No. 3 by CFD No. 2026-1 pursuant to the Act to fund the Special Tax A Requirement.

“Special Tax B” means the special tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

“Special Tax A Requirement” means, subject to the Maximum Special Tax A, the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B), (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) the collection or accumulation of funds for the acquisition or construction of facilities or payment of fees authorized by CFD No. 2026-1 by the levy on Developed Property of the Assigned Annual Special Tax A, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax A on Approved Property or Undeveloped Property as set forth in Step Two and Three of Section F, less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable fiscal agent agreement, or trust agreement.

“Special Tax B Requirement” means, subject to the Maximum Special Tax B, that amount to be collected in any Fiscal Year to pay for Services as required to meet the needs of CFD No. 2026-1 in both the current Fiscal Year and the next Fiscal Year. The costs of Services to be covered shall be the direct costs for (i) Services, and (ii) Administrative Expenses (apportioned between Special Tax A and Special Tax B); less (iii) a credit for funds available to reduce the Annual Special Tax B levy, if any, as determined by the Administrator. Under no circumstances shall the Special Tax B Requirement include funds for Bonds.

“Taxable Property” means all Assessor’s Parcels within Improvement Area No. 3, which are not Exempt Property.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property which are not Developed Property, Approved Property or Provisional Undeveloped Property.

“Unit” means any residential structure.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2026-27, each Assessor's Parcel within Improvement Area No. 3 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property, Multifamily Residential Property, or Non-Residential Property.

SECTION C
MAXIMUM SPECIAL TAX A

1. Developed Property

The Maximum Special Tax A for each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Annual Special Tax A or (ii) the Backup Annual Special Tax A.

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property in any Fiscal Year shall be the Assigned Annual Special Tax A.

SECTION D
ASSIGNED ANNUAL SPECIAL TAX A

1. Developed Property

Each Fiscal Year, each Assessor's Parcel of Residential Property, Multifamily Residential Property, or Non-Residential Property shall be subject to an Assigned Annual Special Tax A.

The Assigned Annual Special Tax A applicable to an Assessor's Parcel of Developed Property shall be determined using the Table below.

**TABLE 1
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,700	\$3,650 per Unit
Residential Property	1,700 – 1,799	\$3,755 per Unit
Residential Property	Greater than 1,799	\$3,860 per Unit
Multifamily Residential Property	N/A	\$226,726 per Acre
Non-Residential Property	N/A	\$226,726 per Acre

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

Each Fiscal Year, each Assessor's Parcel of Approved Property, Undeveloped Property, and Provisional Undeveloped Property shall be subject to an Assigned Annual Special Tax A. The Assigned Annual Special Tax A rate for an Assessor's Parcel classified as Approved Property, Undeveloped Property, or Provisional Undeveloped Property shall be determined pursuant to Table 2 below:

**TABLE 2
ASSIGNED ANNUAL SPECIAL TAX A RATES
FOR APPROVED PROPERTY, UNDEVELOPED PROPERTY,
AND PROVISIONAL UNDEVELOPED PROPERTY**

Minimum Taxable Acreage	Rate
2.29	\$226,726 per Acre

**SECTION E
BACKUP ANNUAL SPECIAL TAX A**

At the time a Final Map is recorded, the City shall determine the Backup Annual Special Tax A for all Assessor's Parcels classified or reasonably expected to be classified as Residential Property within such Final Map area shall be determined by multiplying the Maximum Special Tax A rate for Undeveloped Property by the total Acreage of Taxable Property, excluding the Provisional Undeveloped Property Acreage area, or Multifamily Residential Property and/or Non-Residential Property Acreage area if any, in such Final Map area and any Acreage reasonably expected to be classified as Exempt Property, and dividing such amount by the total number of such Assessor's Parcels of Residential Property. In no circumstance shall the total Acreage of Taxable Property in less than the acreage set forth in Table 2.

The Backup Annual Special Tax A for Multifamily Residential Property shall be its Annual Assigned Special Tax A Rate.

Notwithstanding the foregoing, if Assessor's Parcels which are classified or to be classified as Residential Property or Multifamily Residential Property are subsequently changed by recordation of a lot line adjustment, Final Map amendment, new Final Map or similar instrument, then the

Backup Annual Special Tax A shall be recalculated within the area that has been changed to equal the amount of Backup Annual Special Tax A that would have been generated if such change did not take place.

SECTION F METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX A

Commencing Fiscal Year 2026-27 and for each subsequent Fiscal Year, the City Council shall levy Annual Special Tax A in accordance with the following steps:

- Step One: The Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Annual Special Tax A rates in Table 1 to satisfy the Special Tax A Requirement.
- Step Two: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the applicable Assigned Annual Special Tax A to satisfy the Special Tax A Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Assigned Annual Special Tax A for Undeveloped Property applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the Annual Special Tax A on each Assessor's Parcel of Developed Property for which the Maximum Special Tax A is the Backup Annual Special Tax A shall be increased Proportionately from the Assigned Annual Special Tax A up to 100% of the Backup Annual Special Tax A as needed to satisfy the Special Tax A Requirement.
- Step Five: If additional moneys are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, the Annual Special Tax A shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Assigned Annual Special Tax A applicable to each such Assessor's Parcel as needed to satisfy the Special Tax A Requirement.

SECTION G PREPAYMENT OF ANNUAL SPECIAL TAX A

The following definition applies to this Section G:

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Tax A which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Maximum Special Tax A.

Prepayment:

The Special Tax A obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Approved Property, an Assessor's Parcel of Undeveloped Property, and an Assessor's Parcel of Provisional Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by Improvement Area No. 3 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

$$\begin{array}{rcl} & & \text{Payoff Amount} \\ \text{plus} & & \text{Administrative Fee} \\ \text{equals} & & \text{Prepayment Amount} \end{array}$$

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Developed Property and Provisional Undeveloped Property, compute the Assigned Annual Special Tax A applicable to the Assessor's Parcel. For an Assessor's Parcel of Approved Property, compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel. For an Assessor's Parcel of Undeveloped Property compute the Assigned Annual Special Tax A as though it was already designated as Developed Property based upon the building permit issued or expected to be issued for that Assessor's Parcel.

For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, compute the present value of the remaining Annual Assigned Special Tax A payments using a discount rate that is equal to the weighted average interest rate on the Outstanding Bonds and the remaining term of the Outstanding Bonds determined by a Financial Advisor selected by the City. For any prepayment that occurs prior to the first issuance of Bonds, the discount rate used in this calculation shall be 5.5% and the term shall be the period in which the Special Tax A may be levied as provided in Section K less ten years. This is the "Payoff Amount."

2. For each Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property to be prepaid, divide the Assigned Annual Special Tax A computed pursuant to the first paragraph in paragraph 1 of this Section G for such Assessor's Parcel by the sum of the estimated Assigned Annual Special Tax applicable to all

Assessor's Parcels of Taxable Property at build out, as reasonably determined by the City.

3. Multiply the quotient computed pursuant to paragraph 2 by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the amount needed to pay interest on the Bond Redemption Amount to be redeemed with the proceeds of the Prepayment Amount until the earliest call date for the Outstanding Bonds.
6. Determine the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium in State and Local Government Series Treasury Obligations until the earliest call date for the Outstanding Bonds.
7. Subtract the amount computed pursuant to paragraph 6 from the amount computed pursuant to paragraph 5. This difference is the "Defeasance Cost."
8. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
9. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than zero.
10. The "Amount to Call Bonds" is equal to the sum of the Bond Redemption Amount, the Redemption Premium, and the Defeasance Cost, less the Reserve Fund Credit (the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds).
11. The Prepayment Amount is the sum of the Payoff Amount and the Administrative Fee.
12. From the Prepayment Amount, the Amount to Call Bonds will be transferred to the debt service fund and used to defease or call bonds pursuant to the

fiscal agent agreement or escrow agreement; the Administrative Fee will be transferred to the Administrative Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement and used to pay administrative expenses; the remainder will be transferred to the Surplus Taxes Fund or functionally equivalent fund or account pursuant to the fiscal agent agreement.

With respect to the Special Tax A obligation that is prepaid pursuant to this Section G, the City Council shall indicate in the records of Improvement Area No. 3 that there has been a prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax A obligation and the release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax A shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such full prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all Outstanding Bonds in each future Fiscal Year.

SECTION H

PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAX A

The Special Tax A obligation of an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property, for which a building permit has been issued or is expected to be issued, as calculated in this Section H below, may be partially prepaid, provided that there are no delinquent Special Tax A, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax A obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P_G = the Prepayment Amount calculated according to Section G.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax A obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of Improvement Area No. 3 that there has been a partial prepayment of the Special Tax A obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax A obligation, to indicate the partial prepayment of the Special Tax A obligation and the partial release of the Special Tax A lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax A shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax A that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

**SECTION I
MAXIMUM SPECIAL TAX B**

1. Developed Property

Maximum Special Tax B

The Maximum Special Tax B for each Assessor's Parcel of Developed Property for each Land Use Type is shown in the Table below.

On each July 1, commencing July 1, 2026, the Maximum Special Tax for Residential Property for the prior Fiscal Year shall be increased by (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve month period ending in March of the prior Fiscal Year, not to exceed 7%.

The Maximum Special Tax for Multifamily Residential Property and Non-Residential Property shall not increase.

**TABLE 3
MAXIMUM SPECIAL TAX B RATES
FOR DEVELOPED PROPERTY**

Land Use Type	Building Square Footage	Rate
Residential Property	Less than 1,700	\$633 per Unit
Residential Property	1,700 – 1,799	\$645 per Unit
Residential Property	Greater than 1,799	\$675 per Unit
Multifamily Residential Property	N/A	\$39,304 per Acre
Non-Residential Property	N/A	\$39,304 per Acre

2. Approved Property, Undeveloped Property, and Provisional Undeveloped Property

No Special Tax B shall be levied on Approved Property, Undeveloped Property, or Provisional Undeveloped Property.

3. Method of Apportionment of the Maximum Special Tax B

Commencing with Fiscal Year 2026-27 and for each following Fiscal Year, the City shall levy the Special Tax B at up to 100% of the applicable Maximum Special Tax B, proportionately on each Assessor's Parcel of Developed Property until the amount of Special Tax B equals the Special Tax B Requirement.

**SECTION J
PREPAYMENT OF ANNUAL SPECIAL TAX B**

Special Tax B cannot be prepaid.

**SECTION K
TERM OF SPECIAL TAX A AND SPECIAL TAX B**

For each Fiscal Year that any Bonds are outstanding the Annual Special Tax A shall be levied on all Assessor's Parcels subject to the Annual Special Tax A. If any delinquent Annual Special Tax A amounts remain uncollected prior to or after all Bonds are retired, the Annual Special Tax A may be levied to the extent necessary to reimburse Improvement Area No. 3 for uncollected Annual Special Tax A amounts associated with the levy of such Annual Special Tax A amounts, but not later than the 2069-70 Fiscal Year.

Special Tax B shall be levied in perpetuity as long as the Services are being provided.

SECTION L EXEMPT PROPERTY

The City shall classify as Exempt Property, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, or (vi) other types of public uses determined by the City Council.

Notwithstanding the foregoing, the City Council for purposes of levying the Special Tax A shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Acreage amounts listed in Table 4 below. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Acreage amounts listed in Table 4 will be classified as Provisional Undeveloped Property, and will be subject to the levy of Special Tax A pursuant to Step Five in Section F.

**TABLE 4
MINIMUM TAXABLE ACRES**

Acres
2.29

SECTION M APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax A or Special Tax B is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax A or Special Tax B that is disputed. A representative(s) of CFD No. 2026-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of Special Tax A or Special Tax B, and rule on the appeal. If the representative's decision requires that the Special Tax A or Special Tax B for an Assessor's Parcel be modified or changed in favor of the property owner,

The representative shall take any of the following actions, in order of priority, to correct the error:

- (i) if possible, amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current Fiscal Year, if prior to the payment date,
- (ii) require the CFD to reimburse the property owner for the amount of the overpayment to the extent of available CFD funds, or
- (iii) grant a credit against, eliminate, or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) in the amount of the overpayment.

The City may interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguity and make determinations relative to the amount of Administrative Expenses.

SECTION N MANNER OF COLLECTION

The Annual Special Tax A or Annual Special Tax B shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that Improvement Area No. 3 may collect Annual Special Tax A and Annual Special Tax B at a different time or in a different manner if necessary to meet its financial obligations.

RESOLUTION NO. 2026-007

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DECLARING ITS INTENTION TO INCUR BONDED INDEBTEDNESS WITHIN COMMUNITY FACILITIES DISTRICT NO. 2026-1 (THE MEADOWS) OF THE CITY OF CHINO

WHEREAS, upon receipt of a petition as provided in Section 53319 of the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), the City Council of the City of Chino (the "City Council") instituted proceedings to establish Community Facilities District No. 2026-1 (The Meadows) of the City of Chino (the "Community Facilities District") and Improvement Area Nos. 1, 2 and 3 therein (each an "Improvement Area" and, collectively, the "Improvement Areas") with boundaries coterminous with the property described in Exhibit A to the Resolution of Intention to Establish the Community Facilities District (the "Resolution of Intention") adopted on the same date hereof (the "Property"). The Resolution of Intention stated the City Council's intention to establish the Community Facilities District and the Improvement Areas therein and to finance (1) the purchase, construction, expansion, improvement and/or rehabilitation of the public facilities described in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), and (2) the incidental expenses to be incurred in connection with financing the Facilities, and forming and administering the Community Facilities District (the "Incidental Expenses"); and

WHEREAS, the City Council estimates that the aggregate amount required to finance the Facilities and Incidental Expenses is approximately \$32,000,000 for the Community Facilities District, which includes \$17,000,000 for Improvement Area No. 1, \$6,500,000 for Improvement Area No. 2 and \$8,500,000 for Improvement Area No. 3; and

WHEREAS, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds the maximum principal amount that is set forth in the preceding recital for each respective Improvement Area, the repayment of which is to be secured by special taxes levied in the applicable Improvement Area in accordance with Section 53328 of the Act on all property in the applicable Improvement Area, other than those properties exempted from taxation in the applicable rate and method of apportionment set forth in Exhibit C to the Resolution of Intention;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. It is necessary to incur bonded indebtedness within the boundaries of the Community Facilities District in one or more series in an aggregate amount not to exceed \$32,000,000 for the Community Facilities District, which includes not to exceed \$17,000,000 for Improvement Area No. 1, \$6,500,000 for Improvement Area No. 2 and \$8,500,000 for Improvement Area No. 3, in order to finance certain of the costs of the Facilities and Incidental Expenses, as permitted by the Act.

SECTION 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve

funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

SECTION 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, which bonds may be issued to fund Facilities costs and Incidental Expenses in the maximum amount set forth in Section 2, and which bonds may bear interest at a rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council authorizing the issuance of the bonds of such series, but such term shall in no event exceed 40 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

SECTION 5. A combined public hearing (the "Hearing") on the proposed debt issue and the levy of special taxes shall be held at 6 p.m. or as soon thereafter as practicable, on March 3, 2026, at the City Council's Chambers, 13220 Central Avenue, Chino, California.

SECTION 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within the proposed Community Facilities District and the Improvement Areas therein, may appear and be heard.

SECTION 7. The City Clerk is hereby directed to publish a notice of the Hearing (the "Notice") pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the proposed Community Facilities District at least 15 days prior to the Hearing.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 20th day of January 2026.

FOR THE CITY OF CHINO:

By: _____
Eunice M. Ulloa,
Mayor

ATTEST:

Natalie Gonzaga
City Clerk

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of January 2026, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

NATALIE GONZAGA, CITY CLERK

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

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Ordinance No. 2026-001 – Chapter 8.12 Fireworks.

RECOMMENDATION

Approve the Introduction of Ordinance No. 2026-001, to be read by number and title only, waiving further reading of the Ordinance, amending Chapter 8.12 of the Chino Municipal Code (CMC) pertaining to fireworks.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Community Services, Parks & Recreation (CSPR) Commission is charged with oversight of Title 8.12 of the Chino Municipal Code relating to the sale and discharge of safe and sane fireworks in the City of Chino. At the end of each fireworks season, the Fireworks Review Sub-Committee meets with CSPR and Finance staff to review the fireworks season and evaluate the Fireworks section of the Municipal Code. The meeting was held on September 11, 2025.

The Finance Department issued retail permits to 24 nonprofit organizations authorizing the sale of safe and sane fireworks from July 1 through July 4. No violations were reported during the permitted sales period, however, one booth operator was assessed a penalty for late submission of the required financial statement and surcharge payment. Fireworks wholesalers complied with the City's requirement to maintain a central drop-off location within the City from 9:00 p.m. on July 4, through 12:00 p.m. on July 5. This requirement was implemented without incident.

ISSUES/ANALYSIS

On November 18, 2025, the Community Services, Parks & Recreation Commission Fireworks Review Sub-Committee consisting of Vice Chairperson Jerry, Commissioners Aviles and Takeuchi, along with staff members from the Community Services, Parks & Recreation and Finance Departments reconvened to continue discussion from the September meeting, where the Commission and City staff identified the need to amend certain provisions of the City's Fireworks Ordinance (Chapter 8.12 of the Municipal Code) to clarify and strengthen its terms.

The Community Services, Parks & Recreation Commission is recommending the following Municipal Code additions and clarifications related to the sale of fireworks:

8.12.030 – Sales of Fireworks Retail Required.

- Reduce the maximum number of fireworks stand permits from 25 to 24.
- Continue reducing this number through attrition (surrendered, revoked, or non-renewed permits) until the total reaches 20 permits.
- Establish 20 permits as the permanent maximum number once that level is reached.

8.12.060 – Retail Permit—Prerequisites to Issuance.

- The proposed amendment strengthens the eligibility requirements for fireworks retail permit applicants by specifying that revenue received will support programs and services that provide direct and measurable benefits to Chino residents.

8.12.065 – Fireworks Wholesaler Business License Requirement.

- Add requirements for a fireworks wholesaler business license.

8.12.080 – Temporary Fireworks Stands.

- Reinforce existing Municipal Code Title 15.04.180, which requires a building permit for any temporary tent or structure over 120 square feet, including fireworks stands.
- Update parking requirements to include an accessible route and designation of one accessible parking space within the required eight (8) parking spaces.

8.12.165 – Surcharge.

- Revise the surcharge from up-to-ten percent (10%) to a fixed rate of four and one-quarter percent (4.25%) as determined by historical cost analysis. No additional charges shall be assessed if the actual City costs exceed this fixed rate, nor shall any refunds be issued if the actual costs are less than the fixed rate.
- Specify that the surcharge is a regulatory fee, not a tax, since it reasonably reflects the City's costs of providing the City services described below.
- Prohibit the surcharge from being represented, advertised, or listed as a tax on any signage, receipts, or documentation, and prohibit charging the surcharge to fireworks purchasers as a tax.

The Community Services, Parks & Recreation Fireworks Sub-Committee reviewed the proposed elimination of the fireworks surcharge and does not recommend its removal. The Sub-Committee determined that fireworks booth operators should continue to reimburse the City for costs related to fireworks sales, including public education and awareness efforts, enforcement activities such as additional personnel time, and post-event cleanup of trash and debris. Based on a historical cost analysis, the Sub-Committee determined that a fixed reimbursement rate of four and one-quarter percent (4.25%) is reasonable.

The CMC changes were presented to the Community Services, Parks & Recreation Commission at their regular meeting on Monday, December 22, 2025. The Commission approved the recommended changes with a vote of 6 in favor, with one Commissioner absent.

Upon approval of the introduction of Ordinance 2026-001, a second reading will be presented at the February 3, 2026, City Council meeting, and the ordinance will go into full force and effect 30 days thereafter.

Attachment: Ordinance No. 2026-001

ORDINANCE NO. 2026-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 8.12 (FIREWORKS) OF THE CHINO MUNICIPAL CODE

WHEREAS, the City of Chino has adopted a fireworks ordinance, codified at Chapter 8.12 of the Chino Municipal Code ("Fireworks Ordinance"), which is aimed at regulating the sale and use of fireworks, as well as ensuring the safety of the community; and

WHEREAS, all Fireworks Ordinance Sections were reviewed to ensure they were achieving their aim, while continuing to adhere to legal requirements; and

WHEREAS, the City Council now desires to amend Chapter 8.12 of the Chino Municipal Code to amend and add various sections, to include Section 8.12.030, 8.12.060, 8.12.065, 8.12.080 and 8.12.165.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 8.12.030 - E of the Chino Municipal Code, entitled "Sales of fireworks—Retail permit required" is hereby amended as follows (new text in **bold underline**, deleted text in **~~bold strike through~~**):

8.12.030 - Sales of fireworks—Retail permit required.

E. The maximum number of permits that may be issued in one calendar year shall not exceed one for every two thousand five hundred residents of the city, or a fraction thereof, based on the latest estimate of the California Department of Finance or the U.S. Bureau of the Census. However, despite increases in population within the city, the maximum number of permits shall never exceed ~~twenty-five~~ **twenty-four** permits per year. **Provided that, this maximum number shall be reduced by attrition, such as when permits are surrendered, revoked or not renewed the following year, to a total of twenty permits. Once so reduced, no new permits shall be issued to replace those permits once they are vacated. Once the total number of active permits equals twenty, that number shall become the permanent maximum limit.** If the number of ~~returning~~ applications ~~falls below~~ **twenty**, new applications shall be accepted up to the maximum of **twenty permits**. ~~If the number of new applications exceeds the number of permits available to be issued, permits will be granted by a drawing supervised by the City of Chino Tax and License Collector. for retail permits exceeds the number of permits to be issued, the permittee during the preceding year shall have first priority for the available permits such that any drawing for new permits shall first be conducted from a pool of preceding year permittees followed by a drawing of the new permittees. If additional permits remain available, a drawing for the remaining permits will be conducted. Any remaining permits, after deducting priority applicants, may be granted by a drawing supervised~~

~~by the city of Chino Tax and License Collector.~~ Only one participating organization in a joint venture shall be deemed to be the permittee.

Section 3. Section 8.12.060 - B of the Chino Municipal Code, entitled "Retail permit—Prerequisites to issuance," is hereby amended as follows (new text in **bold underline**, deleted text in **bold strike through**):

8.12.060 - Retail permit—Prerequisites to issuance.

B. All applying organizations shall be required to demonstrate how revenues received will **provide direct and measurable community services and benefits to the residents of Chino** ~~benefit the community of Chino.~~ Self-profit seeking organizations shall be prohibited from participating, ~~unless special circumstances as observed and approved by the community services, parks, and recreation commission permit.~~

Section 4. Section 8.12.065 of the Chino Municipal Code, entitled "Fireworks Wholesaler Business License Requirement," is hereby added as follows (new text in **bold underline**):

8.12.065 – Fireworks Wholesaler Business License Requirement.

- A. **Any person or entity engaged in the wholesale distribution of fireworks within the city shall obtain and maintain a valid business license pursuant to the provisions of Section 5.04.040 of this code.**
- B. **No Person or entity shall operate as a fireworks wholesaler within the city limits without a current and active business license.**
- C. **Compliance with this section is a condition of the issuance and maintenance of any permits under this chapter. This chapter shall be enforced in accordance with Section 8.12.200.**

Section 5. Section 8.12.080 - E, I, J, and K of the Chino Municipal Code, entitled "Temporary fireworks stands," is hereby amended as follows (new text in **bold underline**, deleted text in **bold strike through**):

8.12.080 - Temporary fireworks stands.

All retail sales of safe and sane fireworks shall be permitted only from within a temporary fireworks stand, and sales from and/or storage at any other building or structure is prohibited except as defined in this chapter. Temporary stands shall be subject to the following provisions:

- A. Rental for each fireworks stand shall not exceed the sum of one thousand dollars and rent shall be paid only to the owner of the property on which the stand is placed. No form of compensation other than legal tender shall be permitted, and no additional

payment, in any form whatsoever, shall be made to any property owner or to any other party, either directly or through any intermediary.

- B. A minimum distance of two hundred feet shall be maintained between all fireworks stands.
- C. No fireworks stand shall be located within twenty-five feet of any building, fifteen feet of a curb line, nor within one hundred feet of any gasoline pump. The building official may authorize stands to be located within ten feet of a curb line if it is determined that such placement will not be a hazard to operators or disrupt the normal flow of traffic. No trailer, vehicle, camper, or other object shall be parked within twenty-five feet of the stand.
- D. Fireworks stands shall be erected under the supervision of the building official, who shall require that stands be constructed in a manner that will reasonably insure the safety of attendants and patrons. A permit to operate shall be received from the fire district following an inspection for compliance with this chapter and state fire marshal's requirements.
- E. No stand shall have a floor area in excess of four hundred square feet. **Any fireworks stands greater than one hundred twenty (120) square feet require a building permit for a temporary structure.**
- F. Each stand must have at least two exits, and each stand in excess of forty feet in length must have at least three exits spaced approximate equal distance apart and in no case shall the distance between exits exceed twenty-five feet.
- G. Each stand shall be provided with a two and one-half-gallon (2½) water pressure type fire extinguisher which must be mounted at each exit. The extinguisher must bear evidence that they have been inspected by a state licensed agency. Extinguishers shall be in good working order and easily accessible.
- H. All electrical wiring must be three-wire, two conductors and a ground wire. Temporary wiring must be protected from damage and if susceptible to moisture, be protected by waterproof components. All extension cords and wiring shall comply with the Uniform Electrical Code.
- I. **The location of each fireworks stand shall have an accessible route for persons with disabilities. The route shall be at least four-feet wide and be a firm, stable, and slip-resistant surface, such as asphalt, concrete, or flat, compacted dirt without holes, rutting or other obstacles. The accessible route shall connect the fireworks stand to the off-street parking spaces.**
- J. ~~I. A minimum of eight off-street parking spaces, each at least nine feet by nineteen feet in size, shall be provided, and they shall be located a minimum of twenty-five feet from each stand. one of which shall be an accessible parking space for persons with disabilities, shall be provided within 25-feet from each fireworks stand. A temporary accessible parking space (9x19) with an adjacent access aisle (8x19) can be used for the duration the fireworks stand is operational.~~
- K. J. A maximum of two signs, not to exceed forty-eight square feet each in area, shall be permitted for each stand.

Section 6. Section 8.12.165 of the Chino Municipal Code, entitled "Surcharge" is hereby amended

as follows (new text in **bold underline**, deleted text in **~~bold strike through~~**):

8.12.165 – Surcharge.

- A. The city shall assess a surcharge on all sales of fireworks that occur in the city. The **assessment surcharge** shall be paid by each stand operator at the time financial statements are due **and shall be 4.25% of the gross revenue on the sale of fireworks.** **No additional fees will be charged if the actual surcharge exceeds this amount, nor will any refund be issued if the actual surcharge is lower. The amount due will be ten percent of the gross revenue on the sale of fireworks.**
- B. The **assessment surcharge** is intended to raise sufficient funds for the city to pay for the cost of processing and issuing permits under this chapter; inspection of stands; a public education and awareness campaign; enforcing the provisions of this chapter; including extra personnel time; and cleanup of the trash and debris left behind each year. **~~Therefore, the amount of the assessment shall be determined each year as soon as reasonably possible after the stand operators submit their sales reports to the city, and the assessment shall not be more than ten percent of the gross revenue on the sale of the fireworks sold in the city that year. After the finance department determines each stand operator's share of the total annual sales volume, each stand operator may receive a partial refund of the surcharge if it is determined that the actual cost for services was less than ten percent.~~**
- C. Failure by any booth operator to pay the amount **assessed to it assessed** by the city's finance department shall bar the booth operator from selling its goods in the future until the **assessment surcharge** is paid in full. Furthermore, if the **assessment surcharge** is not paid by the due date, it shall be subject to a ten percent penalty for each month or portion of a month that it is late.
- D. **The ten percent The surcharge imposed pursuant to this chapter is a regulatory fee and is not a tax. The surcharge shall not be represented, advertised, or and shall not be charged as a tax or listed as a tax on any signage, sales receipt, or other documentation provided given to purchasers of fireworks. It shall not be charged as a tax to any purchaser of fireworks. Failure to adhere to these requirements could result in the booth operator's loss of its permit in the sole discretion of the Community Services, Parks & Recreation Commission.**

Section 7. Severability If any court of competent jurisdiction holds any section, subsection, sentence, clause, phrase or portion of this ordinance invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have enacted this ordinance and each section, sentence, clause or phrase hereof irrespective of any determination of invalidity.

Section 8. This ordinance shall become effective 30 days after adoption.

Section 9. The City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Chino.

ADOPTED THIS ____ DAY OF _____, 2026.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

I, Natalie Gonzaga, City Clerk of the City of Chino do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by said City Council at a regular meeting held on the _____ day of _____ 2026, by the following votes:

ABSENT: COUNCILMEMBERS:

375

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

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

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

SUBJECT

Award of Contract –Youth Museum Interior Improvements Project Design (PF261).

RECOMMENDATION

1) Award a Professional Services Agreement in the amount of \$146,698 to Hammel, Green and Abrahamson, Inc. (HGA), Santa Monica, CA for design services for the Youth Museum Interior Improvements Project (PF261); 2) authorize expenditures of up to \$14,670 for project contingencies for a not-to-exceed potential contract amount of \$161,368; 3) appropriate \$61,368 to the Building Management Fund; and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Requires an additional appropriation of \$61,368 to the Building Management Fund 650, with a corresponding year end transfer from the General Fund reserves. There is sufficient fund balance for this expense. This action supports the City Council's Measure V commitments for updating our City facilities.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Commitment to Our Community

Revenue:	Expenditure: 6508310-48004-PF261
Transfer In: 6501000-50000	Transfer Out: 1001000-40001

BACKGROUND

In March 2024, Chino voters approved Measure V, a one-cent sales tax increase to fund essential City services, such as the Chino Youth Museum facilities. The Chino Youth Museum is a City-owned facility that provides hands-on educational and cultural experiences for children and families. Due in part to deferred maintenance of interior finishes the building's interior condition has declined over time. As a result, the interior finishes, layout, and accessibility features are outdated and no longer meet current program needs, visitor expectations, or accessibility requirements.

ISSUES/ANALYSIS

To address these issues, the City intends to complete interior architectural and accessibility improvements within approximately 3,075 square feet of interior space, along with related work at the Museum entrances. An accessibility survey was completed at the Chino Youth Museum in February 2023 as part of the ADA Transition Plan. The ADA Transition Plan identified necessary accessibility improvements required throughout the building, including the addition of an accessible entrance to the stage, corrections to the slope of the ramp from the lobby to the exhibit spaces, alterations to the layout of the exhibit spaces to ensure a continuous accessible path of travel throughout the facility, slope corrections to the front entrance and doorway, as well as modifications to the existing restroom fixtures and signage. The existing exhibits will require modifications in order to fit within the space available after the accessible path of travel is designated. This will be part of a separate phase of the design process to be completed after the accessibility and code related improvements are addressed. Additional facility improvements that will be a part of this project include flooring, painting, and LED lighting upgrades.

Hammel, Green and Abrahamson, Inc. (HGA) was selected from the City's list of pre-qualified on-call consultants. HGA is a multi-disciplinary architectural and interior design firm with extensive experience in cultural, educational, and civic projects. At the City's request, HGA prepared a detailed proposal to provide architectural and interior design services for the Chino Youth Museum Interior Improvements Project, including space planning, code and accessibility analysis, schematic design, construction documentation, and agency review support. These plans will include changes to the layout of the exhibits to provide accessible paths of travel. A separate contract will then be established with a qualified design firm specializing in museum programming and/or exhibit design. This approach allows firms specializing in exhibit design and programming to participate in the project while ensuring compliance with applicable codes and accessibility requirements.

Staff is recommending that City Council authorize a Professional Services Agreement in the amount of \$146,698 to Hammel, Green and Abrahamson, Inc. (HGA), Santa Monica, CA for the design of the Chino Youth Museum Interior Improvements Project. In addition to the contract amount, staff is requesting to spend up to \$14,670 on contingencies for unanticipated work, bringing the total potential contract to \$161,368. This request requires an additional appropriation of \$61,368 to the Building Management Fund for a revised project budget of \$161,368.

Attachment: Hammel, Green and Abrahamson, Inc. (HGA) – Agreement/Proposal

Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
HAMMEL, GREEN AND ABRAHAMSON, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 20th day of January, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Hammel, Green and Abrahamson, Inc., an architect firm (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder

and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Forty-Six Thousand Six Hundred Ninty-Eight Dollars and Zero Cents (\$146,698.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to [**ap@cityofchino.org**](mailto:ap@cityofchino.org). Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional one (1) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Fielding W. Featherston
(Name)

Associate Vice President
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the

services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Michael Milhiser, Project Coordinator, or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and No Cents (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Silvia Avalos, Department Director

CONSULTANT:

Hammel, Green and Abrahamson, Inc.

By: _____
Name: Fielding W. Featherston
Title: Associate Vice President

By: _____
Name: _____
Title: _____

Address: 1301 Colorado Avenue
Santa Monica, CA 90404

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**



1301 Colorado Avenue 310.557.7600
Santa Monica, CA 90404 HGA.COM

November 7, 2025

Writer's Direct Dial (310) 498-3970

Michael Milhiser
Parks and Facilities Division
Community Services Parks & Recreation Department
City of Chino
13220 Central Avenue
Chino, CA 91710

Re: Chino Youth Museum Improvements
Proposal for Architectural & Interior Design Services

Dear Michael:

Hammel, Green and Abrahamson, Inc. (HGA) appreciates the opportunity to assist the City of Chino (Client) with the Project referenced above located in Chino, California. Based on our current understanding of this Project, HGA is pleased to present this Proposal to provide professional services to assist you.

PROJECT DESCRIPTION

The Project is understood as follows:

Interior Architecture and Design Services for accessibility improvements and finish upgrades. The Project area is approximately 3,075 SF of interior space in addition to improvements associated with the building entrances (Refer to Exhibit A, Project Area, attached). The Client wants to exclude the existing basement from the scope of improvements in addition to any site area outside the maneuvering clearances of the entrances identified for accessibility improvements. The scoping of areas requiring accessibility improvements will be defined in a meeting with City of Chino Building and Safety.

SCOPE OF BASIC SERVICES

Based upon our understanding of the Project, HGA will provide the following services:

Phase 1

1. **Space Plan, Scoping & Code Analysis**
 - a. Conduct a walkthrough of the Project in order to become familiar with the existing visible construction, building standards or parameters that may impact planning and design.
 - i. Update the AutoCAD base plans/Revit model as required. Note that the as-built documentation will be performed by a HGA and provided to HGA for use in the Project.

- b. Review the Client's program requirements for use of space and occupancy.
 - i. Attend up to two (2) meetings with the Client's management team and key personnel to gain a better understanding of the Client's vision for the space and the requirements for this Project.
 - ii. Attend (1) meeting with the City of Chino Building & Safety Division to review the accessibility issues noted in the Bureau Veritas assessment provided by the Client to help in determining the scope of improvements required.
- c. Prepare a single concept plan for the project area – totaling approximately 3,075 square feet.
 - i. Prepare up to two (2) minor revisions of the concept plan.
- a. Revise impacts less than 15% of the total floor plan area, where a major revision impacts greater than 15% of the total floor plan area. Revisions requested beyond this amount will be subject to additional services.
 - ii. Scope of Work to be documented in this concept plan.

2. **As-Built Documentation**

- a. Provide a 3D scan and as-built documentation of the existing facilities in BIM format (Revit). This documentation will be used in the creation of space plans and construction documents. The Client may choose to release to HGA prior to meeting with Building and Safety so that an accurate representative space plan may be referenced in that meeting.

Phase 2

1. **Schematic Design Phase**

- a. Prepare accessibility improvements for the space and propose interior finish replacements for the high-visibility areas, including reception, display areas, primary circulation and restrooms.
- b. Develop schematic design ideas and establish look and feel for the Project.
- c. Present one (1) initial design concept(s) to the Client in the form of floor plans and material samples for review and feedback.
 - i. Prepare two (2) revision(s) of one (1) design concept selected by the Client.
- d. Revise and modify design concepts based on the Client's feedback at the Schematic Design presentation and review of the preliminary construction cost estimate, prepared by the Contractor or others (if applicable).
- e. Finalize design decisions related to materials and finishes for the Project.
- f. Prepare pricing plans to more definitively outline costs associated with the proposed Scope of Work based on the space plans and conceptual designs.
 - i. These pricing plans will indicate details for new walls, doors, glazing, floors, ceilings and millwork and any architectural features and will provide sufficient detail to enable a general contractor to prepare a preliminary construction budget and schedule for the Project.
 - ii. Revisions to the pricing plans are not included.
- g. Attend up to three (3) meetings during the Schematic Design Phase.

2. Construction Documents Phase

- a. Prepare a set of Construction Documents and specifications necessary for permit of submittal and construction of the new space upon approval of the Project Scope of Work and preliminary construction budget.
 - i. Construction Documents will be processed and issued in electronic format and hardcopy sets of 50% and 95% to Client and Contractor, if required, for review, comments and pricing.
- b. Deliverables:
 - i. Cover Sheet including notes legends and schedules.
 - ii. Site Plan, Path of Travel Plan and accessibility compliance plans.
 - iii. Exiting plans.
 - iv. Partition plans including enlarged plans of specialty areas.
 - v. Reflected ceiling plans including enlarged plans of specialty areas.
 - vi. Telephone and electrical plans including location of telephone, electrical and data outlets.
 - vii. Finish plans and material specifications.
 - viii. Elevations, sections and details.
 - ix. Millwork plans and details.
 - x. Notes and specifications (sheet specs).
- c. Provide drawings to the Client and its vendors for furniture, AV and IT as requested.
- d. Update drawings on a periodic basis to reflect changes made by the Client and other consultants.
- e. Attend up to four (4) meeting(s) during the Construction Documents Phase.

3. Agency Review Phase

- a. Submit the final Construction Document package for plan check to the City of Chino and assist with the permit approval process.
 - i. Revise and resubmit the drawings accordingly and discuss with other disciplines, as required, upon receipt of any plan check comments.
- b. Assist the Client with the evaluation of contractor and subcontractor bids.
- c. Respond to questions, issue clarifications and prepare value-engineering recommendations, if required. Meetings with prospective contractors will be considered an Additional Service.
- d. Attend (1) meeting with the City of Chino Building & Safety Division during the Bidding and Plan Check Phase, if required. Additional meetings will be billed as Additional Services.

Assumptions, Understandings & Exclusions:

- a. Building shell modifications, improvements to areas outside the Project, common areas outside of the Client's premises or site improvements are not included.
- b. Sets of as-built architectural, structural, mechanical, electrical and plumbing drawings from the previous projects within the Project area of work and accurate AutoCAD/BIM files for will be provided by the Client. Should this documentation be deemed to be incomplete or inaccurate, Additional Services may apply.
- c. MEP engineers, design-build contractors or other vendors will be responsible for preparation of audio-visual, electrical, telephone, security, data, plumbing, HVAC and fire protection drawings.

- d. HGA will produce one (1) set of Construction Documents according to the phasing described herein.
- e. If not specifically mentioned in the Project Description above, additional restroom facilities and/or showers are assumed to not be required and are therefore not included.
- f. Interior or exterior lighting photometric studies are not included.
- g. Architectural and structural services related to new shafts to the roof, rooftop equipment, sightline studies and roof screen modifications, if required, may be provided as an Additional Service.
- h. Attendance at Special Design Review or Public Planning Department meetings is not included with the exception of the meeting with Building & Safety included herein.
- i. The Bidding and Plan Check Phase accounts for a 4-5 week timeframe for first plan review. HGA assumes one (1) round of comments/corrections with a subsequent plan review to address comment/correction responses by HGA and its consultants. Any additional reviews are considered an Additional Service.
- j. HGA shall perform a code and accessibility review of the Project's existing visible conditions to verify compliance with current building and accessibility requirements. HGA will advise the Client of observed non-compliant items should these not already be documented in the accessibility assessment from Bureau Veritas.
- k. Documentation of corrections related to accessibility and building code issues outside of the Client's premises is not included.
- l. Additional on-site meetings and/or site visits, beyond those outlined in the Basic Scope of Services, will be considered an Additional Service.
- m. It is assumed that all meetings are virtual with the exception of the initial site visit during the Schematic Design phase.
- n. The Client shall assume full responsibility for project management and coordination of installation of the Client's own equipment including telephone, data and cabling systems, audio/visual, and other related vendors.
- o. The Scope of Basic Services and compensation provisions assume that there will be no major infrastructure or code complications with the building beyond the accessibility corrections included within the scope of this Proposal. Addressing any such issues will be considered an Additional Service.
- p. No fixed limit of Construction Cost shall be established as a condition of this Proposal.
- q. Furniture selection and bid package assembly is not included.
- r. Exhibit design or modifications to comply with accessibility guidelines are not included. It is assumed that the City of Chino will procure exhibit design services.
- s. Construction Administration services are not included.

SCHEDULE

HGA proposes an approximate schedule as shown and is subject to revision as the Project progresses and additional Project information is developed by the Project Design Team. The Project is based on an assumed forty (40) weeks schedule as noted below:

Phase 1

Space Plan, Scoping & Code Analysis	two (2) weeks
As-Built Documentation*	two (2) weeks

Phase 2

Schematic Design Phase	four (4) weeks
Construction Documents Phase	four (4) weeks
Agency Review Phase	four to five (4-5) weeks*

* Can occur concurrently with Space Plan, Scoping & Code Analysis

Durations are based upon immediate availability of the Client and its User groups for programming, their delivery of a complete Equipment Information for space planning, and prompt review, comment and approval on information produced during each phase.

PROFESSIONAL FEES AND EXPENSES

1. Compensation

Compensation will be on a Stipulated Sum basis in the amount of \$121,438 plus the cost of Reimbursable Expenses estimated at \$6,985, based on the following fee breakdown:

<u>HGA</u>	
Space Plan, Scoping & Code Analysis	\$ 10,542.00
Schematic Design Phase	\$ 35,496.00
<u>Construction Documents Phase</u>	<u>\$ 44,185.00</u>
Subtotal:	\$ 90,223.00
<u>HGA and Consultants</u>	
As-Built Documentation	\$ 6,715.00
Civil Engineering (includes survey)	\$18,500.00
<u>Lighting Design</u>	<u>\$ 6,000.00</u>
Subtotal:	\$ 31,215.00
Reimbursable Expenses (estimated)	\$ 6,985.00
Total	\$128,423.00

Compensation will be on an Hourly Rate basis up to a maximum amount of \$18,275 for services listed below upon Client's approval. No Reimbursable Expenses are associated with these Services at this time.

Agency Review Phase	\$ 10,275.00
Structural Engineering	\$ 5,000.00
<u>Mechanical, Electrical and Plumbing Engineering</u>	<u>\$ 3,000.00</u>
Total:	\$18,275.00

For Services provided on an Hourly Rate basis HGA shall apply a multiple of 2.55 times Direct Personnel Expense (DPE).

DPE is defined as the salary of HGA personnel engaged on the Project plus the cost of their mandatory and customary contributions and benefits.

For Reimbursable Expenses, the compensation shall be the Expenses incurred by HGA and HGA's consultants plus five percent (5%) of the expenses incurred.

Reimbursable Expenses are defined as the actual expenditures made by HGA in the interest of the Project for expenses such as out of town travel and/or living expenses, long distance communications, reproductions and mailing, data processing, and any state or local taxes imposed where the Project is located.

ADDITIONAL SERVICES

HGA may be requested by the Client to provide Additional Services or the services of outside consultants, as necessary, which are in addition to the Basic Services provided for in this Proposal. If HGA is requested to provide such Additional Services, the Client shall compensate HGA for these services on an Hourly Rate basis of 2.55 times the Direct Personnel Expense of HGA's personnel providing the services and/or 1.2 times the cost to HGA of any consultants providing the services plus Reimbursable Expenses or as otherwise mutually agreed. These terms are defined below, and such compensation will be over and above any maximums set forth in this Proposal. Additional Services may include, but are not to be limited to, the following:

- a. Changes requested by Client after completion and sign-off for each phase.
- b. Changes required by information provided by the consultants that is out of sequence with the overall Project design and documentation.
- c. Additional services in connection with requests for code variances or special concessions negotiated with governmental officials that are not known at this time.
- d. Furniture, artwork or interior plant design or consulting.
- e. Preparation of Photorealistic Renderings, Fly Throughs, or Virtual Reality (VR) modeling.
- f. Preparation of phased or multiple document packages.
- g. Engineering or other consulting services not included above.
- h. BOMA calculations or other similar detailed area calculations and summaries.
- i. LEED, Well, Fitwel or similar Certification-associated services.
- j. Environmental Graphics including interior or exterior signage and evacuation maps.
- k. Preparation of as-built drawings to reflect RFIs, change orders, field orders and other changes/updates to Project made during construction.
- l. Services subject to Additional Services also mentioned elsewhere in this Proposal.

Michael Milhiser
City of Chino
November 7, 2025
Page 7

If this Proposal meets your needs, please contact me and HGA will prepare an agreement. We look forward to serving you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fielding W. Featherston". The signature is stylized with a large "F" and "W".

Fielding W. Featherston, AIA
Associate Vice President
California Arch. License #C36641

EXHIBIT A
PROJECT AREA

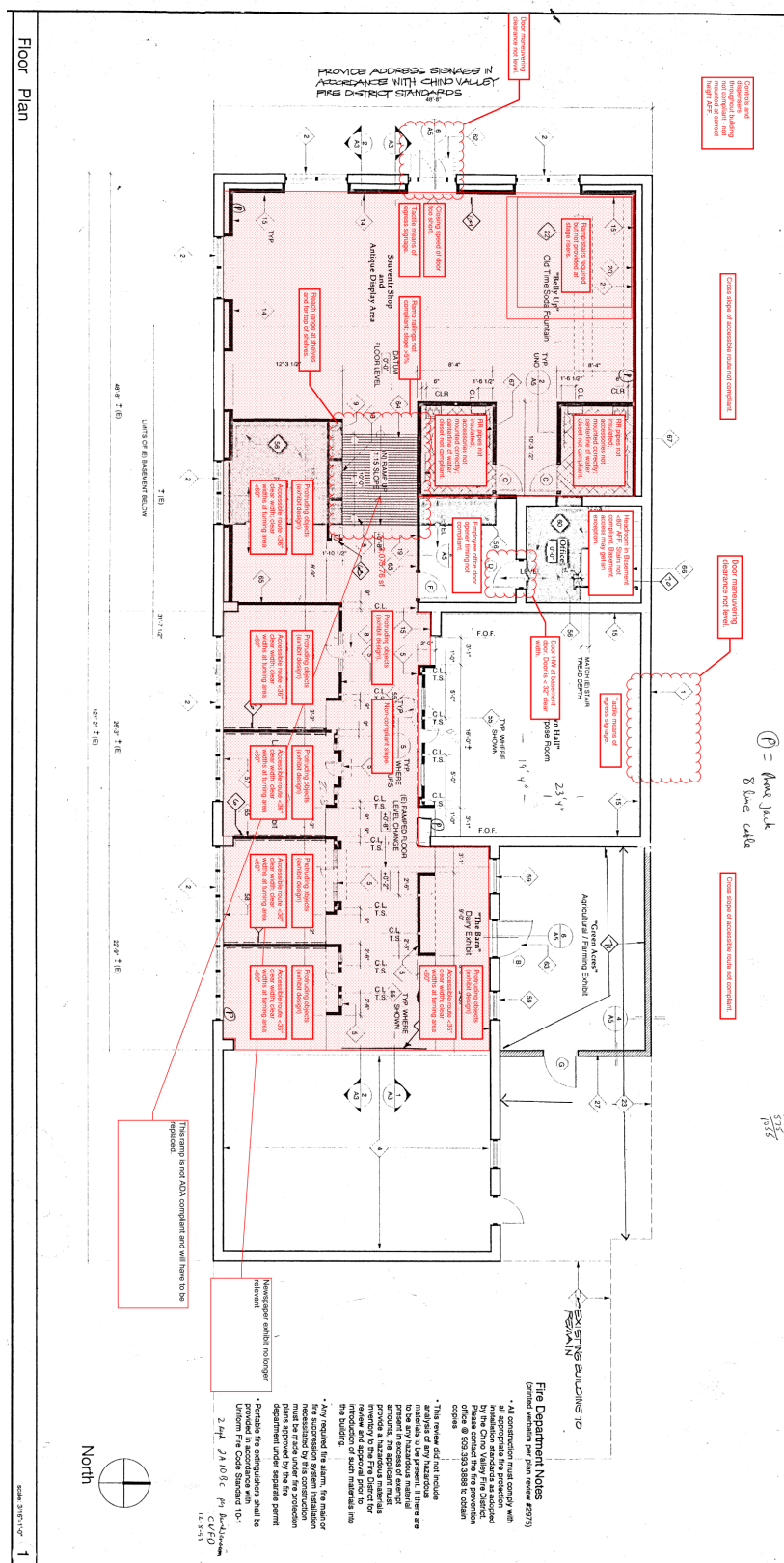


EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

N/A

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “A-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “A-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Professional Services Agreements - Raftelis Financial Consultants, Inc.

RECOMMENDATION

1) Approve a Professional Services Agreement with Raftelis Financial Consultants, Inc., a North Carolina corporation, for a Domestic Water, Recycled Water, and Sewer Rate Study in an amount not to exceed \$95,755; 2) appropriate \$52,347.50 to the Sewer Fund (Fund 530); 3) approve a Professional Services Agreement with Raftelis Financial Consultants, Inc., a North Carolina corporation, for a Storm Drain Utility Rate Study in an amount not to exceed \$153,421; 4) appropriate \$153,421 to the Storm Drain Fund (Fund 540); and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires appropriations from the following two funds: the Storm Drain Fund (Fund 540) for \$153,421 and the Sewer Fund (Fund 530) for \$52,347.50. Sufficient funds are available in both fund balances to award this contract.

Water, Sewer, & Storm Drain Funding Allocation		
<u>Fund</u>	<u>Additional Appropriation</u>	<u>Cost</u>
520 – Water Fund	\$0	\$43,407.50
530 – Sewer Fund	\$52,347.50	\$52,347.50
540 – Storm Drain Fund	\$153,421.00	<u>\$153,421.00</u>
Total Cost		\$249,176.00

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership

Revenue:	Expenditure: 5207300-43650, 5307320-43650, 5407350-43650
Transfer In:	Transfer Out:

BACKGROUND

In October 2022, the City of Chino entered into an agreement with Raftelis Financial Consultants, Inc. to conduct utility rate studies for water, wastewater (sewer collection), and solid waste and recycling services. Although the agreement was amended twice to extend its term, initial efforts focused on the solid waste and recycling components. During the term of the agreement, the City also experienced organizational and leadership transitions, and the water and sewer components of the rate study were not fully completed. The original contract from 2022 was managed by Finance Department.

In addition, recycled water and storm drain services were not comprehensively evaluated as part of the original 2022 utility rate study effort. While the City provides recycled water service to support irrigation, conservation, and long-term water supply reliability, the City has never formally established recycled water rates based on a cost-of-service methodology. Recycled water costs have historically been charged only based on Inland Empire Utility Agency's volumetric charges and domestic water meter rates. Staff recommend performing a comprehensive recycled water rate study in compliance with the Prop. 218 costs of service rates including City's staff time, maintenance costs and future Capital Improvement project investment costs. The recycled water system is more than 30 years old and is approaching effective service life of PVC pipes and other appurtenances.

Similarly, the City's storm drain fee structure has not been updated since the 1990s. Since that time, regulatory requirements, maintenance standards, and capital infrastructure needs related to stormwater management have increased significantly. The City's storm drain system now supports compliance with State and Regional water quality regulations, flood control, system rehabilitation, and long-term asset management; however, the existing fee structure does not reflect current service levels, operational costs, or long-term capital funding needs.

To address these deficiencies and ensure the City's utility rates are comprehensive, equitable, and aligned with current operations, staff recommend entering into two new professional services agreements with Raftelis Financial Consultants, Inc.: (1) a storm drain rate analysis, and (2) domestic water, recycled water, and sewer rate studies. The proposed agreements build upon prior work and expand the scope to address both incomplete elements of the original effort and newly identified needs. The analyses will evaluate operating and maintenance costs, capital improvement needs, reserve funding, customer classifications, and rate design alternatives, and will provide a defensible, Proposition 218-compliant framework for future rate adjustments.

ISSUES & ANALYSIS

Staff recommend approval of two sole source professional services agreements with Raftelis Financial Consultants, Inc. based on the firm's prior engagement with the City and its familiarity with the City's utility systems, financial data, and existing rate structures.

Raftelis was originally retained in October 2022 to conduct utility rate studies for water, wastewater, and solid waste and recycling services. While portions of that work were

completed, the water and sewer components were not fully finalized, and additional utility areas, specifically recycled water and storm drain services, were subsequently identified as requiring evaluation. The proposed agreements build upon Raftelis' prior work and expand the scope to address both incomplete elements of the original effort and newly identified needs through: (1) a storm drain rate analysis, and (2) domestic water, recycled water, and sewer rate studies.

Retaining a different consultant for either agreement would require duplicative data collection, revalidation of assumptions, and redevelopment of cost-of-service models, resulting in unnecessary additional costs, inefficiencies, and potential schedule delays. Utilizing the same consultant for both agreements ensures methodological consistency across utility rate structures and allows the City to leverage existing datasets, institutional knowledge, and prior analyses.

Raftelis' specialized expertise in public-sector utility rate studies and Proposition 218-compliant cost-of-service methodologies, combined with its familiarity with the City's operations, positions the firm to complete both efforts in a consistent, efficient, and cost-effective manner. Awarding the agreements on a sole source basis avoids duplication of effort, reduces costs passed on to ratepayers, and allows the City to complete the utility rate studies in a timely manner that serves the public interest. As a result, staff determines that awarding both agreements on a sole source basis is in the best interest of the City.

Therefore, it is Staff's recommendation that the City Council approve two sole source professional services agreements with Raftelis Financial Consultants, Inc., in a combined amount not to exceed \$249,176, to complete the City's utility rate studies.

Attachment: Agreement – Storm Drain Study
Agreement – Sewer & Water Study

Project Name/No.: Storm Drain Utility Rate Study

Contract No.: _____

Project Manager: PW / Sylvia Ramos

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
RAFTELIS FINANCIAL CONSULTANTS, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 20th day of January, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Raftelis Financial Consultants, Inc., a North Carolina corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Three Thousand Four Hundred Twenty-One Dollars and Zero Cents (\$153,421.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Contracts & DIF Administrator or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CONSULTANT:
RAFTELIS FINANCIAL CONSULTANTS, INC.

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:227 West Trade Street, Suite 1400
Charlotte, NC 28202

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT “A-1”

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT AND INITIATION (KICK-OFF MEETING)

Task 1.1 – Ongoing Project Management and Quality Assurance/Quality Control Process

The proposed project approach entails several different yet interrelated work efforts that will require effective coordination between City staff and the Raftelis Team. Our management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the client is aware of the status of the project at all times. This task includes general administrative duties, including client communication, billing, project documentation, and overall project administration. **We assumed that staff meetings are virtual, and City Council meetings are in person.** Both the Project Manager and Technical Reviewer will perform reviews on the model results and our recommendations for consistency with industry standards and the current rate-setting environment.

Task 1.2 – Project Initiation and Data Request

The kick-off meeting provides a solid foundation for the project and serves as a forum in which City staff can provide input on the project’s objectives, approach, work plan, scheduling, and priorities. Raftelis will develop a kick-off meeting package that contains the meeting agenda, and a broad list of questions related to the City’s stormwater management operations. This kick-off meeting will also serve as a forum to discuss the project objectives, timeline, and Data Request List. Raftelis will provide city staff with a Data Request List to begin collecting data inputs to conduct the Stormwater Revenue Sufficiency Study.

Below is a high-level list of items included in the initial Data Request List.

Item #	Data Request List
1	Rate Schedules
2	Debt Service Schedules
3	Current/Prior Utility Budgets
4	Current and Historical Billing Data (if no historical stormwater billing data exists, water fund billing data will suffice)
5	Capital Improvement Plans, including which projects fall under stormwater management
6	Geographic Parcel, Impervious surface, and Land Use Classification data
7	Recent Annual Comprehensive Financial Report (ACFR)
8	Recent MS4 Annual Report/Regional MS4 permit

MEETINGS

- One kick-off meeting with City staff

TASK 2: QUALITY ASSURANCE (QA) AND QUALITY CONTROL (QC) PROCESS

The QA/QC process provides a review of deliverables for the City. Henrietta Locklear, will be the lead Technical Reviewer for this project, reviewing deliverables to meet both Raftelis' and industry standards. The QA/QC reviewer's primary responsibility is to review the work effort for consistency, accuracy, and validity and ensure that the cost of service and rate models are functioning properly and based on sound rate-making principles and standard industry practice. The reviewer also ensures that the report produced is comprehensive, consistent with the results, and meets the high-quality standards of Raftelis. The QA/QC process is accomplished through periodic reviews of the models throughout the course of their development.

TASK 3: FINANCIAL PLAN DEVELOPMENT

Upon review of the provided data, Raftelis will document and estimate units of service under the current stormwater utility fee rate structure with updated property data and reasonable factors for growth/change to be vetted by the City. Raftelis will calculate the potential revenues under existing stormwater rates at projected units of service to understand the potential revenues realizable if the City were to maintain the current storm drain rates and rate structure. The potential revenues will then be compared to the forecasted revenue requirements to understand the magnitude of the potential shortfall under the current rates. The financial plan will accommodate consideration of fee adjustments to achieve revenue sufficiency.

Raftelis will project storm drain existing rate revenue, other operating and non-operating revenues (including consideration of DIF and DIF Preserve revenues), debt service payments, and operating and capital expenses over a 10-year period. If needed, Raftelis will work with City staff to refine the costs allocable to stormwater from the budgets within which they currently fall. Currently, there are substantial transfers recognized as General and Departmental Reimbursement and General ROW Maintenance and Government Facilities Reimbursement. Projections will use current storm drain budgets and other allocable operating costs, such as staffing, small equipment, and MS4 permit compliance costs, i.e. for drainage pond maintenance or stormwater system inspections, to establish a baseline for the stormwater utility's expenses. Once a baseline is established, our team will apply appropriate escalation factors to current expenses and add any planned expenses such as staffing additions, to determine the projections for the remainder of the planning period. Our staff will also review available CIP data and other information collected from the City to project capital expenses over the planning period.

Raftelis will develop a 10-year cash flow analysis to compare the revenues against projected revenue requirements for the multi-year planning period. We will also review reserve policies to recommend appropriate reserve balances (operating, capital, rate stabilization, etc.) that are consistent with industry standards as well as the City's policies. The financial plan will be presented in an easy-to-understand format on an interactive dashboard that shows the impacts of various assumptions so that informed decisions regarding revenue adjustments, capital financing through rates or debt, and reserve balances can be made efficiently.

Model dashboards are customized to staff needs but commonly desired features of model dashboards include:

1. Revenue adjustments required over the planning horizon to meet debt coverage, fund capital projects, and achieve reserve targets
2. Reserve balances and reserve targets as well as debt service coverage ratios (days cash on hand, reserve funding levels)
3. Projected operating costs and revenue streams
4. Operating cost breakdown (O&M, debt service payments, pay-as-you-go (PAYGO) capital, etc.)
5. Different capital funding sources such as PAYGO (rate funding), debt financing, or grant funding

We will work with City staff to determine the final financial plan. Raftelis models are designed to be user-friendly while being flexible enough to show the City's sensitivity to various assumptions, allowing both City staff and City Council to make informed decisions.

TASK 4: COST-OF-SERVICE ANALYSIS

Depending on the outcome of tasks 1-3 and the revenue generated from the projection of the existing fee, the City may opt to proceed with an optional cost of service and rate analysis described in Tasks 4 and 5. The annual costs of providing services will be allocated among customer classes commensurate with their service requirements – i.e., how they use the system. Costs are identified and allocated to cost components and distributed to respective customer classes according to the industry standards provided by the current *WEF Rates and Charges Manual of Practice* (co-authored by Raftelis staff).

Throughout the cost allocation process, Raftelis will incorporate the City's policy considerations, as well as current federal, state, and local rules and regulations such as Proposition 218. We will liaise with the City's legal counsel on rate design so proposed cost allocations bases and cost recovery rationale is consistent with Proposition 218, recent case law, and overall defensibility of rates.

Cost allocations among customer classes for storm drain fees will likely be based on impervious surface area, which is substantially correlated with both stormwater runoff volume and water quality. However, other characteristics will be considered. Based on the revenue requirement identified in the financial plan, stormwater expenses, are allocated to cost causation components, including conveyance, capacity-related costs, customer costs, regulatory costs, and other direct and indirect costs consistent with industry standards.

TASK 5: UTILITY RATE MODEL DEVELOPMENT

Properly designed rates support and optimize a blend of various utility objectives, fairness and equity, revenue stability, and ease of implementation. Raftelis will develop comparable rate

alternatives according to the City’s objectives, with consideration of industry standards and requirements under Proposition 218.

Task 5.1 Develop Rate Design Options

Raftelis will develop rate models with the flexibility to evaluate at least three alternative rate structures. The model will have the capability to examine the different rate structure scenarios to enhance revenue stability, fully fund operations and capital projects through rates, further promote rate affordability, and address fairness of rates within each class.

Task 5.2 Comparison of Alternative Rate Design Structures

Rate adjustments stem from a change in the total rate revenue needs and/or a change in the rate structure. The total rate adjustment can sometimes cause “rate shock” to certain customer groups. In our impact analysis graphics, we calculate estimated monthly bills at each level of usage assuming the proposed rate structure was already in place to determine the true impact of the new rate structure. The customer impact analysis will include a series of tables and figures that show projected rate impacts by customer class at various levels of usage. Understanding customer impacts, and taking corrective action, if necessary, allows us to design public outreach strategies for a better chance at successful implementation.

We will work with the City’s legal counsel on stormwater rates throughout the study to ensure legal counsel, staff, and the Raftelis Project Team agree prior to presenting any modifications to, or new, rate structures in a public forum.

Raftelis will discuss preliminary results with staff during two virtual meetings and one in-person meeting. In the meetings, we will discuss the benefits and challenges of each rate structure and each scenario and refine the options that will be presented to City Council.

MEETINGS:

- Two (2) meetings with City staff to discuss rate options and one (1) meeting with City staff to discuss the comparison of alternative rate structures

DELIVERABLES:

- Rate model and customer bill impacts in Microsoft Excel

TASK 6: PRESENTATION TO CITY COUNCIL

Raftelis will present the study process and results to the City Council, along with recommendations on next steps. We have assumed one City Council presentation.

MEETINGS

- One presentation to City Council (presentation materials will be provided to City staff prior to the presentation for review)

DELIVERABLES

- Presentation including graphics and/or charts in PowerPoint

TASK 7: REPORT PREPARATION

Raftelis will document assumptions, analysis, findings, and recommendations in a final report. The report will be designed to be the foundation for compliance with Proposition 218 requirements for property-based fees, should the City ultimately wish to attempt to make an adjustment to the current rates.

Task 7.1 Draft Report

The draft report will include an executive summary highlighting the major issues addressed, decisions reached, and revenue sufficiency conclusions developed during the study. The main body of the report will include brief physical descriptions of the system and City characteristics, details of the financial plan and reserve policies, revenue projections, sufficiency observations and recommendations. The report will also capture an implementation plan should the City wish to pursue an adjusted rate structure or rates. Raftelis will provide a draft report to staff for review. Staff changes, comments, and feedback will be incorporated into the final models and final reports.

Task 7.2 Final Report

The final report will include exhibits listing assumptions and methodologies used to develop the financial plan, and calculate revenues and revenue sufficiency. The report will lead the reader from the adopted budgets through customer impacts, with the ability to do the math along the way. Raftelis will incorporate changes, comments, and edits from City staff, legal counsel, and City Council when completing the final reports.

MEETINGS:

- One (1) meeting with City staff and legal counsel to discuss and review the draft report

DELIVERABLES:

- Presentation materials
- Draft and final study reports in Microsoft Word and Adobe PDF

TASK 8: IMPLEMENTATION SUPPORT

If the City ultimately wishes to adopt revised rates, Raftelis will provide support for the City through the implementation process to best achieve a successful fee implementation. The Proposition 218 procedure is a two-step process, a public notice and hearing followed by balloting of voters or property owners describing the fee that would be imposed on their property. Proposition 218 requires that "revenues derived from the fee or charge shall not exceed the funds required to provide the property related service." The analysis completed by Raftelis will allow the City to clearly show "funds required to provide the property related service," in compliance with Proposition 218. Additionally, we will include suggestions for how to plan for future rate updates and necessary considerations under Proposition 218.

Task 8.1 Public Opinion Survey (optional)

A quantitative public opinion survey can help the City understand the feasibility of moving forward with a measure designed to meet the revenue requirements of the stormwater fee. If the City takes this approach, we will engage a local organization specializing in public polling, research, and surveying, tasks aimed at exploring the perception of a potential change in the stormwater utility fee. Public polling will also allow the City to gauge the feasibility of other potential funding measures such as assessments or special taxes. The project fee provided below budgets \$60,000 for public polling or surveys. This can be refined in discussion with the City.

Task 8.2 Public Outreach

Drawing on information gleaned from research, engagement, and potentially public polling, Raftelis will work with City staff to develop a community outreach plan that addresses implementation issues and strategies for successfully adopting the funding mechanisms and proposed rates. The plan will include the elements needed to satisfy Proposition 218 requirements for noticing. Public outreach is a critical task for the success of the fee study. Within the proposed budget, Raftelis will equip City staff with the strategies, messages, and tools necessary to lead outreach efforts. This includes developing a public narrative on the issues, detailed key messages, handouts, answers to frequently asked questions, and strategies for flyers to be mailed to City residents, voters, property owners, and/or businesses. City staff will be responsible for implementing the outreach activities and conducting any public meetings, open houses, or similar events. Additional scope items and associated budget to provide services such as onsite support is available on request.

Task 8.3 Balloting

Raftelis will rely on the City resources to include any storm drain fee measures on a ballot. Raftelis can provide ballot counting services, if desired, though this is not included in the project fee as provided.

During implementation of an updated fee, it is not uncommon for agencies to face unforeseen challenges. Raftelis has experience setting up all elements of stormwater fees, including data maintenance, credit programs, billing policies, billing technologies, customer service policies, and more.

MEETINGS

- Public hearings
- Additional meetings as necessary

DELIVERABLES

- Presentation materials for public meetings
- Content design and layout for flyer and community survey
- Survey results and recommendations
- Coordination with external agencies
- Content for web posting

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(additions in ***bold italics***; deletions in ~~strikethrough~~)

I. Section 1.1, Scope of Services, is hereby amended to read as follows:

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances—***at the time and place the Services are performed.***

II. Section 1.3, Compliance with Law, is hereby amended to read as follows:

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

III. Section 5.2(j), General Insurance Requirements, is hereby amended to read as follows:

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, ***and*** employees, ~~and agents, and volunteers~~ shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

IV. Section 5.3, Indemnification, is hereby amended to read as follows:

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, ***and*** employees ~~and agents~~ (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, ~~any and all~~ actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims

or liabilities”) that may be asserted or claimed by any person, firm ~~or entity arising out of or in connection with~~ ***to the extent caused by*** the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, ~~agents~~, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or ~~arising from~~ ***to the extent cause by*** Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any ***indemnified*** action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any ***indemnified*** judgment rendered against the City, its officers, agents or employees for any such claims or liabilities ~~arising out of or in connection with~~ ***to the extent cause by*** the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

~~(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.~~

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities ~~arising from any~~ ***to the extent cause by the*** negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

V. Section 6.3, Ownership of Documents, is hereby amended to read as follows:

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials *intended as deliverables* (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City. ***Nothing contained herein shall be deemed an assignment, transfer or divestiture by Consultant of its trade secrets, know-how or intellectual property.***

VI. Section 7.7, Liquidated Damages, is hereby deleted in its entirety as follows:

~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.~~

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

The table below shows the hourly rates, hours, and estimated fee for this project. As described above, \$60,000 is budgeted for optional public surveys. This project would be performed by a specialized subcontractor, selected subject to the City’s approval.

Tasks	Meetings		Hours								Total Fees & Expenses
	Virtual	In Person	Sudhir Pardiwala	Henrietta Locklear	Jennifer Tavantzis	Aaron Worley	Brandon Vatter	Matt Wittern	Graphic Designer	Total Hours	
1. Project Management and Initiation (Kick-Off Meeting)	1		2	2	8	10				22	\$7,170
2. Quality Assurance (QA) and Quality Control (QC) Process			2	6	8	4				20	\$7,370
3. Financial Plan Development	1		2	2	12	36	16			68	\$20,550
4. Cost of Service Analysis					4	12				16	\$4,420
5. Utility Rate Model Development			2		8	24				34	\$9,710
6. Presentation to Council		2			12	16	4			32	\$11,345
7. Report Preparation	3			2	8	20	4			34	\$10,100
8. Implementation Support	2	2	2	6	16	14		24	12	74	\$22,756
Total Meetings / Hours			10	18	76	136	24	24	12	300	–
Hourly Billing Rates	–	–	\$425	\$400	\$375	\$230	\$340	\$295	\$170	–	–
Total Professional Fees	–	–	\$4,250	\$7,200	\$28,500	\$31,280	\$8,160	\$7,080	\$2,040	–	\$88,510
Travel Expenses											\$1,911
Technology Fee											\$3,000
Total Expenses											\$4,911
Total Fees & Expenses											\$93,421

8.1 Optional Survey	\$60,000
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The hourly rates for Raftelis staff are shown below:

Position	Billing Rate
Executive Vice President/Senior Principal	\$425
Senior Vice President	\$400
Vice President	\$375
Senior Manager	\$340
Manager	\$295
Senior Consultant	\$260
Consultant	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Administration	\$100
Technology/Communications Charge**	\$10

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the following schedule:**

Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Manager. Consultant will coordinate with the City and project staff to ensure timely completion of services and adherence to approved task schedules.

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

Project Name/No.: Water & Sewer Rate Study

Contract No.: _____

Project Manager: PW / Sylvia Ramos

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
RAFTELIS FINANCIAL CONSULTANTS, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 20th day of January, 2026 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Raftelis Financial Consultants, Inc., a North Carolina corporation (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Ninety-Five Thousand Seven Hundred Fifty-Five Dollars and Zero Cents (\$95,755.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Contracts & DIF Administrator or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

CONSULTANT:
RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 227 West Trade Street, Suite 1400
Charlotte, NC 28202

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT “A-1”

SCOPE OF SERVICES

Raftelis will complete the rate studies through the following tasks:

1. Project Management - Conduct a project kick-off meeting; coordinate regularly with City staff; perform internal QA/QC; and complete associated administrative tasks and billing tasks.
2. Data Updates and Model Inputs – Issue a detailed data request to the City and update all financial, operational, and capital inputs, including meter replacement schedules, user account data, and consumption information.
3. Financial Plan Development - Prepare long-term financial plans that identify required revenue adjustments to ensure fiscal stability of the water, sewer, and recycled water enterprises.
4. Scenario Dashboard Development - Develop an interactive dashboard enabling the City to evaluate the impacts of various financial scenarios, including revenue adjustments, CIP timing, reserve policies, and alternative strategies.
5. Cost-of-Service Analysis - Conduct cost-of-service studies to ensure that costs are equitably allocated among all customer classes.
6. Proposition 218 Compliant Rate Design - Develop rates consistent with Proposition 218 requirements and industry-accepted principles.
7. Out-of-Boundary Service Rates - Develop rates for domestic and recycled water provided to customers outside of the City’s jurisdictional boundary.
8. Sewer Lift Station Rate Review - Review and update sewer lift station charges applicable to development within The Preserve.
9. Recycled Water Rate Evaluation (Commercial, Industrial & Agricultural) - Evaluate and develop recycled water rates for commercial, industrial, and agricultural customers, including:
 - Water rights exchange arrangements
 - Fair & equitable cost-of-service allocation
 - Rate structures supporting long-term recycled water sustainability
 - Impacts on demand, O&M recovery, and enterprise stability
10. Senior Discount Evaluation - Evaluate potential senior citizen discounts funded by non-rate revenues.
11. Developer Construction Meter Charges - Review and establish updated charges for developer construction water meters.

12. Regional Rate Survey - Conduct a survey of surrounding agencies' water, sewer, and recycled water rates and typical bills.
13. Draft and Final Rate Study Reports - Prepare comprehensive Draft and Final Rate Study Reports summarizing methodologies, analyses, findings, and recommended rates.
14. Proposition 218 Notice Review – Review the Proposition 218 Notice prepared by the City for accuracy and alignment with the recommended rates.
15. Required Meetings and Public Sessions. At the direction of the Public Works Director, meetings, study sessions, and/or public presentations related to the rate-setting process may be added, required, modified, or waived as necessary to support the City's review and approval of the rate study.

Depending on the timing of the Notice to Proceed and the City's ability to provide the required data inputs for the study, Raftelis anticipates that the updated rates can be implemented on either February 1, 2026 or March 1, 2026.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(additions in ***bold italics***; deletions in ~~strikethrough~~)

I. Section 1.1, Scope of Services, is hereby amended to read as follows:

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances—***at the time and place the Services are performed.***

II. Section 1.3, Compliance with Law, is hereby amended to read as follows:

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

III. Section 5.2(j), General Insurance Requirements, is hereby amended to read as follows:

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, ***and*** employees, ~~and agents, and volunteers~~ shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

IV. Section 5.3, Indemnification, is hereby amended to read as follows:

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, ***and*** employees ~~and agents~~ (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, ~~any and all~~ actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims

or liabilities”) that may be asserted or claimed by any person, firm ~~or entity arising out of or in connection with~~ **to the extent caused by** the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, ~~agents~~, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or ~~arising from~~ **to the extent cause by** Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any **indemnified** action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any **indemnified** judgment rendered against the City, its officers, agents or employees for any such claims or liabilities ~~arising out of or in connection with~~ **to the extent cause by** the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

~~(c) — In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.~~

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities ~~arising from any~~ **to the extent cause by** the negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

V. Section 6.3, Ownership of Documents, is hereby amended to read as follows:

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials *intended as deliverables* (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City. *Nothing contained herein shall be deemed an assignment, transfer or divestiture by Consultant of its trade secrets, know-how or intellectual property.*

VI. Section 7.7, Liquidated Damages, is hereby deleted in its entirety as follows:

~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.~~

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

City of Chino								
Tasks	Virtual Meeting	Number of In-Person Meetings	Hours					Total Fees & Expenses
			PD	PM	SC	Admin	Total	
1. Project Management, Kick-off Meeting, QA/QC, and Data Collection	1		4	10	4	2	20	\$5,920
2. Data Collection and Review	2			2	10		12	\$3,000
3. Ten-Year Potable Water and Wastewater Financial Plan Model	2	1	4	20	24		48	\$13,500
4. Model Dashboard				2	4		6	\$1,560
5. Water and Wastewater Cost-of-service Analysis			4	12	16		32	\$9,180
6. Water and Wastewater Rate Design And Customer Bill Impacts	2		4	10	24		38	\$10,500
7. Outside boundary rates to customers and agencies			3	6	10		19	\$5,505
8. Lift Station Cost-of-Service	1		2	4	10		16	\$4,470
9. Miscellaneous Issues	2		4	8	16		28	\$7,980
10. Water and Wastewater Rate Survey				1	8		9	\$2,220
11. Draft and Final Report	1		4	20	72	2	98	\$25,240
12. Review Public Hearing Notice and Staff Report				4	2		6	\$1,680
Total Estimated Meetings / Hours		11	1	29	99	200	4	332
Hourly Billing Rate				\$425	\$290	\$230	\$100	
Total Professional Fees				\$12,325	\$28,710	\$46,000	\$400	\$87,435
Total Fees								\$87,435
Total Expenses								\$3,320
Total Fees & Expenses								\$90,755
PD - Project Director, Sudhir Pardiwala, PE (CA) PM - Project Manager, Theresa Jurotich SC - Staff Consultants								
Optional Tasks								
12. One Public Hearing		1		12	2		14	\$5,000

Hourly rates for our staff are shown below:

Position	Billing Rate
Senior Principal/Executive	\$425
Vice President	
Vice President	\$375
Senior Manager	\$340
Manager	\$295
Senior Consultant	\$260
Consultant	\$230
Associate Consultant	\$195
Administration	\$100
Technology/Communications	
Charge**	\$10

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the following schedule:**

Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Manager. Consultant will coordinate with the City and project staff to ensure timely completion of services and adherence to approved task schedules.

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JANUARY 20, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: MAYOR PRO TEM CURTIS BURTON

SUBJECT

Community Support Fund – Mayor Pro Tem Burton.

RECOMMENDATION

Approve community support fund contribution of \$500 Chino Police Officers Foundation (\$250 Run for Russ/\$250 Baker to Vegas).

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure: 1002000 43300 N2034
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Mayor Pro Tem Burton recommends that the City Council approve the following contribution:

- Chino Police Officers Foundation (\$250 Run for Russ/ \$250 Baker to Vegas) - Dedicated to offer support to families and youth in the community.

By approving this contribution, Chino Police Officers Foundation will be better equipped to provide services to the Chino community. Therefore, as proposed by Mayor Pro Tem Burton, staff recommend that the City Council approve the community support contribution to Chino Police Officers Foundation.