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 meeting. Additionally, members of the public may submit remote or electronic public comments by following the instructions detailed below.

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, JULY 7, 2026

REGULAR MEETING

AGENDA

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

Public Participation

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 meeting.

Members of the public may call (909) 340-4280 to provide remote public comments by phone. Phone lines are open 30 minutes prior to the scheduled meeting start time.

Electronic public comments may be submitted to CityClerk@CityofChino.org no later than two hours prior to meeting start time. 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 the email received.

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, unless a different time is announced by the Mayor prior to the start of the public comment period (except as provided under Government Code 54954.3(b)(2)). If more than three (3) people 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.

For any questions on how to view or participate in the meeting, please contact the City Clerk's Office at (909) 334-3306 or email CityClerk@CityofChino.org.

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENTS

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: City of Ontario, et al. v. Inland Empire Utilities Agency (Los Angeles Superior Court, Case No. 24STCP02321)

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

FLAG SALUTE

CEREMONIALS

Proclamations

Park and Recreation Month - Proclaim July 2026 as Park and Recreation Month.

Americans with Disabilities Act Awareness Day - Proclaim July 26, 2026 as Americans with Disabilities Act (ADA) Awareness Day in Chino.

Presentations

Retirement Recognition - Recognition of Police Department Captain Ryan Croley for 32 years of dedicated service to the City of Chino.

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

- Tri Auto

- Ranch Burgers

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

INFORMATION

Chino Channel 3 - Presentation providing an overview of the City's government television station, including its purpose, programming, production process, and the various ways residents can access City meetings and other Channel 3 content.

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. City Council and members of the public may offer comments or ask questions of clarification without removing an item. 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 7775776 to 7775998 and Electronic Fund Transfers 526706E to 526856E, totaling $6,486,965.37.

2. Minutes. Approve Minutes for the Regular Meeting on June 16, 2026 (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. Community Services, Parks & Recreation Commission Unscheduled Vacancy. Approve the schedule and procedures to fill the Community Services, Parks and Recreation Commission vacancy.

5. Parcel Map No. 20988 located at 14022 Cypress Avenue, on the northwest corner of Edison Avenue and Cypress Avenue. Approve Parcel Map No. 20988 located at 14022 Cypress Avenue, on the northwest corner of Edison Avenue and Cypress Avenue.

6. Award of Contract to InfoSend, Inc. for Utility Billing. Award a five-year professional services contract to InfoSend, Inc. for utility billing and on-line payment services, based on the unit pricing set forth in the vendor's rate schedule, with the contract estimated to utilize $300,000 annually.

7. Contract Amendment - The Lincoln National Life Insurance Company. Approve a contract amendment with The Lincoln National Life Insurance Company to continue providing employee disability benefits through June 30, 2028, in the amount of $220,000 for a revised contract amount of $440,000.

8. Approve an appropriation of $150,000 from the General Fund balance for Development Engineering General Plan Check Services for Fiscal Year 2025-26. Appropriation of $150,000 from General Fund (100) Reserves to the Development Engineering Program (1007010) for General Plan Check Services provided by Bureau Veritas North America, Inc.

9. Award Professional Services Agreements with Mark III Consultants, Inc. and Advanced Transportation Concepts Group, Inc. for Transportation Engineering On-Call Services. Award Professional Service Agreements with Mark III Consultants, Inc. and Advanced Transportation Concepts Group, Inc., each in an estimated amount of $300,000 over a five-year term, with annual expenditures estimated at $60,000 per fiscal year.

10. Award a Professional Services Agreement to Mariposa Landscapes, Inc. for Landscape Maintenance Services for Medians and Reservoir Sites. Award a Professional Services Agreement for $489,680.60 to Mariposa Landscapes, Inc. for a five-year term for Landscape Maintenance Services for Medians and Reservoir Sites.

11. Acceptance of State Department of Resources, Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (TRP18) Grant Funds. Authorize the acceptance of the CalRecycle Rubberized Pavement Grant Program (TRP18) grant funds in the amount of $138,525; establish Grant No. G7806; appropriate $39,750 to Project (TR212) and appropriate $8,400 to Project (ST260).

12. Amend Measure I Five-Year Capital Improvement Plan for Fiscal Year 2025-26 through Fiscal Year 2029-30. Adopt Resolution 2026-046 rescinding Resolution No. 2025-038 to revise Measure I Capital Improvement Plan for FY2025-26 through FY2029-30.

13. Adopt Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2026-27 through Fiscal Year 2030-31. Adopt Resolution No. 2026-047, approving the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for FY2026-27 through FY2030-31.

14. Landscape and Streetlight Maintenance District Assessment for Fiscal Year 2026-27. Adopt Resolution No. 2026-042 directing the filing of an annual report; adopt Resolution No. 2026-043 approving the Engineer's Report; and adopt Resolution No. 2026-044 declaring its intention to order improvements for Assessment Districts.

15. Miscellaneous Residential Amenities Development Impact Fee Credit Reconciliation Through May 31, 2025, for Various Preserve Development Projects. Approve the Consolidation and Reconciliation of Lewis Companies Construction Credit Reimbursement Agreements for Miscellaneous Residential Amenities Development Impact Fee Credit Reconciliation Through May 31, 2025.

PUBLIC HEARINGS

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

16. Introduction of Ordinance 2026-007 - Sign Code Amendment (PL26-0057). A proposed comprehensive update to Title 16 (Signs) of the Chino Municipal Sign Code to amend and reorganize multiple chapters of Title 16.

    Staff Report By: Chris Cortez, Assistant Planner and Andrea Gilbert, City Planner

    RECOMMENDATION: 1) Conduct a Public Hearing; 2) Approve the introduction of Ordinance No. 2026-007, adopting PL26-0057 (Sign Code Amendment) a comprehensive update to Title 16 (Sign Code) of the Chino Municipal Code, to be read by number and title only, and waive further reading of the Ordinance.

    ORDINANCE 2026-007: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, TO ADOPT A COMPREHENSIVE UPDATE TO TITLE 16 (SIGNS) OF THE CHINO MUNICIPAL CODE AND AMEND AND REORGANIZE MULTIPLE CHAPTERS OF TITLE 16; PL26-0057 (SIGN CODE AMENDMENT).

17. Introduction of Ordinance 2026-008 and 2026-009 - Comprehensive Zoning Code Update (PL24-0146 ZOA) and Zoning Map Amendment (PL25-0108 ZC) to implement the 2045 General Plan. Conduct a Public Hearing to approve the introduction of Ordinance No. 2026-008 Comprehensive Zoning Code Amendment and Ordinance No. 2026-009 Zoning Map Amendment to implement zoning map changes for consistency with the 2045 General Plan.

Staff Report By: Michael Hitz, AICP, Principal Planner and Andrew Hill, Dyatt & Bhatia

RECOMMENDATION: 1) Conduct a Public Hearing; 2) Approve the introduction of Ordinance No. 2026-008 (PL24-0146 (Zoning Ordinance Amendment)) Comprehensive Zoning Code Amendment to be read by number and title only, and waive further reading of the Ordinance; 3) Approve the introduction of Ordinance No. 2026-009 (PL25-0108 (Zone Change)) Zoning Map Amendment to implement zoning map changes for consistency with the 2045 General Plan, to be read by number and title only, and waive further reading of the Ordinance.

ORDINANCE 2026-008: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL24-0146 (ZONE ORDINANCE AMENDMENT).

ORDINANCE 2026-009: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING ZONE CHANGE (PL25-0108) AMENDING ORDINANCE NO. 2010-06, WHICH ESTABLISHED THE ZONING MAP, BY CHANGING THE DESIGNATION OF THE PROPERTIES IDENTIFIED HEREIN.

18. Introduction of Ordinance 2026-005 - Subdivision Ordinance Amendment (PL26-0001) and Ordinance 2026-006 - Preserve Specific Plan Amendment (PL25-0032). A request to amend Chapter 19.06.040.A.3 (Subdivision Ordinance) and The Preserve Specific Plan to establish private street standards for single-family residential areas, add development standards for self-storage and RV storage facilities.

Staff Report By: Kim Le, Senior Planner and Jesus Plasencia, Assistant City Engineer

RECOMMENDATION: 1) Conduct a public hearing; 2) approve the introduction of Ordinance No. 2026-005, a proposed amendment to Chapter 19.06.040.A.3 (Subdivision Ordinance) of the Chino Municipal Code to allow private streets within single-family residential zones in The Preserve Specific Plan area; and 3) approve the introduction of Ordinance No. 2026-006, adopting PL25-0032 (Preserve Specific Plan Amendment) both to be read by number and title only and waive further reading of the ordinances.

ORDINANCE 2026-005: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE SUBDIVISION ORDINANCE (TITLE 19 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL26-0001 (SUBDIVISION ORDINANCE AMENDMENT).

ORDINANCE 2026-006: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE PRESERVE SPECIFIC PLAN TO ESTABLISH PRIVATE STREET STANDARDS FOR SINGLE-FAMILY RESIDENTIAL AREAS, ADD DEVELOPMENT STANDARDS FOR SELF-STORAGE AND RECREATIONAL VEHICLE STORAGE FACILITIES, AND IMPLEMENT VARIOUS CLEAN UP REVISIONS. PL25-0032 (PRESERVE SPECIFIC PLAN AMENDMENT).

PUBLIC HEARING - JOINT MEETING OF THE CHINO CITY COUNCIL AND CHINO PUBLIC FINANCING AUTHORITY

CALL TO ORDER

19. City of Chino Public Financing Authority 2026 Lease Revenue Bond. Consideration of the issuance of the Chino Public Financing Authority 2026 Lease Revenue Bond in the principal amount of not to exceed $3,500,000 to finance acquisition and related project costs for 13272 6th Street, Chino, California.

Staff Report By: Kim Sao, Director of Finance and Juan Galvan, Anzel Galvan LLP

RECOMMENDATION: That the Chino City Council 1) hold a Public Hearing regarding financing; 2) adopt Resolution 2026-048 authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Supplemental Agreement, Term Sheet, and Placement Agent Agreement in connection with the issuance of the City of Chino Public Financing Authority 2026 Lease Revenue Bond, approving the issuance of such bond in the principal amount of not to exceed $3,500,000, and authorizing the execution of necessary documents and certificates and related actions; and that the City of Chino Public Financing Authority Board of Directors adopt a Resolution FA 2026-001 authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Assignment Agreement, Term Sheet, and Placement Agent Agreement in connection with the issuance of the City of Chino Public Financing Authority 2026 Lease Revenue Bond, authorizing the issuance of such bond in the principal amount of not to exceed $3,500,000, and authorizing the execution of necessary documents and certificates, and related actions.

ADJOURN - JOINT MEETING OF THE CHINO CITY COUNCIL AND CHINO PUBLIC FINANCING AUTHORITY

NEW BUSINESS

20. Issuance of Bonds for Community Facilities District (CFD) 2023-1 (Sage Cedar). Adopt Resolution 2026-045 approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report for CFD 2023-01.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: Adopt Resolution No. 2026-045 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2023-1 of the City of Chino (the “District) approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the “Bond Documents”).

21. Introduction Ordinance 2026-010 adding Chapter 9.90 to the Chino Municipal Code. Introduction Ordinance 2026-010 adding Chapter 9.90 to the Chino Municipal Code (CMC) prohibiting the sale of flavored tobacco products, nitrous oxide products, and certain kratom products within the City of Chino.

Staff Report By: Lieutenant Jesus Jacquez and Deputy Chief Nick Marotta

RECOMMENDATION: Approve the introduction of Ordinance 2026-010, adding Chapter 9.90 to the CMC prohibiting the sale of flavored tobacco products, nitrous oxide products, and certain kratom products within the City of Chino, to be read by number and title only, and waiving future readings; and provide direction to staff regarding implementation, public education, and enforcement strategies associated with the ordinance.

ORDINANCE 2026-010: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADDING CHAPTER [9.90] (“FLAVORED TOBACCO; NITROUS OXIDE; KRATOM PRODUCTS”) TO TITLE [9] (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE CHINO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO, NITROUS OXIDE, AND KRATOM PRODUCTS WITHIN THE CITY OF CHINO

22. Cooperation Agreement with the County of San Bernardino for Housing and Urban Development Community Planning and Development Grants. Cooperation Agreement for Housing and Urban Development Community Planning and Development Grants for Program Years 2027-28, 2028-29, and 2029-30.

    Staff Report By: Chris Corbin, Deputy Director of Development Services

    RECOMMENDATION: 1) Adopt Resolution No. 2026-041 approving the Cooperation Agreement between the City of Chino and the County of San Bernardino for Housing and Urban Development Community Planning and Development grants for Program Years 2027-28, 2028-29, and 2029-30, including one automatic three-year renewal for Program Years 2030-31, 2031-32, and 2032-33, unless terminated in accordance with the agreement; 2) approve the accompanying Community Development Block Grant City-County Delegate Agency Agreement; and 3) authorize the City Manager or designee, to execute all related documents.

23. Award Construction Contract to R.J. Noble Company for Pavement Improvements - Zone 1 & Cypress Avenue Project (ST260). Approve a Measure I Fund (322) transfer of $327,494 from Project R7231 to Project ST260 for a revised project budget of $974,994; approve PS&E for construction as approved by Public Works Director and award a construction contract to R.J. Noble Company.

    Staff Report By: Eduardo Diaz, Associate Engineer

    RECOMMENDATION: 1) Approve a Measure I Fund (322) transfer of $319,093, from Chino Hills Parkway Rehabilitation Project (R7231) to Pavement Improvements Zone 1 & Cypress Avenue Project (ST260) for a revised project budget of $974,993; 2) approve the plans and specifications for construction as approved by the Director of Public Works; 3) award a construction contract to R.J. Noble Company for $852,884 for Project ST260; 4) authorize approved contract change orders up to ten percent (10%), for construction contingencies; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

24. Establishment of a New Capital Improvement Program (CIP) Project and Award of a Professional Services agreement to PBK Architects California, Inc. for Conceptual Architectural Design Services for a Public Works Administration/Operations Building. Establish Project PF273 and appropriate $94,180 from the DIF General Facilites Fund (233); and award a Professional Services Agreements to PBK Architects for $94,180 for Conceptual Architectural Design Services.

    Staff Report By: Albert Espinoza, Deputy Director of Public Works/City Engineer

    RECOMMENDATION: 1) Establish project PF273 - Public Works Administration/Operations Building and appropriate $94,180from the available Development Impact Fee (DIF) General Facilities Fund (233) reserves; 2) award a professional services agreement for $94,180 to PBK Architects California, Inc., Rancho Cucamonga, CA for Conceptual Architectural Design Services; and 3) 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

25. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution of $250 to Chino High School Sports Boosters (Football Program).

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contribution of $250 to Chino High School Sports Boosters (Football Program).

Council Member Comstock

Council Member Flores

26. Community Support Fund - Council Member Flores. Approve a community support fund contribution to Chino Neighborhood House.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of $500 to the Chino Valley Chamber Foundation for the Chamber of Commerce Leadership Collaborative Cohort Fundraiser.

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, July 21, 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, July 2, 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.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Park and Recreation Month

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
- Commitment to our Community

CHINO Proclamation

***WHEREAS**, July is nationally celebrated as Park and Recreation Month to promote building strong, vibrant, and resilient communities through the power of parks and recreation; and*

***WHEREAS,** 86% of U.S. adults seek high-quality parks and recreation programs when choosing a place to live; and*

***WHEREAS**, in Chino, we are fortunate to have approximately 297 acres of park land and open space, which provides opportunities for our community to celebrate the outdoors; and*

***WHEREAS**, parks and recreation promotes physical and mental wellness for community members of all abilities through opportunities to be physically active and socialize with neighbors; and*

***WHEREAS**, parks and recreation programs are vital to establishing and maintaining the quality of life in Chino and contribute to the economic and environmental well-being of our community; and*

***WHEREAS,** parks and recreation programs provide positive alternatives for children and youth during non-school hours to reduce crime; helping youth develop and grow into healthy, productive adults; and*

***WHEREAS,** the Chino Community Services, Park & Recreation Department has adopted the California Park and Recreation Society's Parks Make Life Better® slogan and logo to promote the benefits of parks and recreation; and*

Parks Make Life Better!

***WHEREAS,** the City of Chino urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors, as well as adding value to the community's homes and neighborhoods; making Chino a great place to live, work, and play.*

***NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO,** do hereby proclaim July 2026 as*

PARK AND RECREATION MONTH

in the City of Chino and urge all residents to enjoy, recognize, and help promote the benefits derived from quality programs, services, and parks, which provide something of value to everyone.

PRESENTED THIS 7TH DAY OF JULY 2026.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO · WHERE EVERYTHING GROWS · INCORPORATED 1910

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Americans with Disabilities Act Awareness Day

CHINO Proclamation

WHEREAS, *the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990, to ensure the civil rights of people with disabilities and established a clear and comprehensive national mandate for the elimination of discrimination against people with disabilities; and*

WHEREAS, *the ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions and increasing full participation in community life; and*

WHEREAS, *the City of Chino affirms the principles of equality and inclusion for persons with disabilities as embodied in the ADA, the laws of the State of California, and the ordinances of the City of Chino; and*

WHEREAS, *numerous organizations in the City of Chino and the County of San Bernardino work with constituents and communities to bring forth the promises of hope and freedoms envisioned by the passage of the ADA; and*

WHEREAS, *the City of Chino on the 36th anniversary of the Americans with Disabilities Act celebrates and recognizes the progress that has been made by reaffirming the principles of equality and inclusion and recommitting our efforts to achieving full ADA compliance.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *do hereby proclaim Sunday, July 26, 2026, as*

AMERICANS WITH DISABILITIES ACT AWARENESS DAY

PRESENTED THIS 7TH DAY OF JULY 2026.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO INCORPORATED 1910

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **KEVIN MENSEN, CHIEF OF POLICE**

SUBJECT

Retirement Recognition

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 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: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **JACKIE MELENDEZ, ASSISTANT CITY MANAGER**

SUBJECT

Chino Channel 3 Presentation.

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7775776 to 7775998, and Electronic Fund Transfers 526706E to 526856E, totaling $6,486,965.37.

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:

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.	7775776 – 7775906	06/04/26	25-26	$3,273,247.23
2.	7775907 – 7775914	06/05/26	25-26	$83,357.93
3.	7775915 – 7775998	06/11/26	25-26	$305,502.96
4.	526706E – 526799E	06/05/26	25-26	$2,405,434.88
5.	526800E – 526856E	06/12/26	25-26	$419,422.37
TOTAL				**$6,486,965.37**

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
06/04/2026	7775779	ALESHIRE & WYNDER LLP	LEGAL SERVICES	$106,077.36
	7775788	BUTIER ENGINEERING, INC	CONSTRUCTION SERVICES	$90,487.50
	7775813	DUDEK	ENGINEERING DESIGN	$58,467.59
	7775860	PACIFIC HYDROTECH CORPORATION	CONSTRUCTION SERVICES	$1,459,076.50
	7775882	SO CAL EDISON CO	SERVICE PERIOD: 04/21-05/19	$120,369.28
	7775884	SOUTHERN CALIFORNIA LANDSCAPE INC.	RE-SODDING OF SPORTS FIELDS	$406,316.00
	7775904	WASTE MANAGEMENT	REFUSE COLLECTION	$596,535.85
06/05/2026	526706	10-8 RETROFIT INC	PD VEHICLES EQUIPMENT	$124,480.66
	526719	BIGGS CARDOSA ASSOCIATES, INC.	PINE AVE. DESIGN SERVICES	$327,322.98
	526725	CALGON CARBON CORPORATION	AS-NEEDED GAC REMOVAL	$56,067.00
	526738	ECONOLITE CONTROL PRODUCTS IN	TRAFFIC SIGNAL MAINTENANCE	$120,813.60
	526756	INLAND EMPIRE UTILITIES AGENCY	RECYCLED WATER	$1,193,033.35
	526762	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	LANDSCAPE MAINTENANCE	$68,430.00
	526764	MERCHANTS LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	$64,566.02
06/12/2026	526834	MERCHANTS LANDSCAPE SERVICES	LANDSCAPE MAINTENANCE	$59,060.02
	526851	US BANK CORPORATE PAYMENT SYSTEM	MAY 2026 P-CARD PAYMENT	$135,180.94
			TOTAL	**$4,986,284.65**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 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, JUNE 16, 2026

MINUTES

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

CALL TO ORDER

The June 16, 2026, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:02 p.m. 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, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Kavoos Nassiri Ghotbabadi v. City of Chino, Alexander Guardado, et al.
(S.B. Superior Court Case No. CIVSB2310426)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section 54956.8
Property: 16358 Main Street, Building 7, Suits 130 & 140, Chino, CA 91708
Agency Negotiator: Linda Reich, City Manager
Negotiating Parties: Homecoming V at The Preserve, LLC
Under Negotiation: Price and terms of potential lease

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

The City Council recessed to Closed Session at 5:03 p.m. and concluded at 5:53 p.m. The City Council reconvened the meeting at 6:05 p.m.

FLAG SALUTE

Chino Troop 202 led the Pledge of Allegiance.

CEREMONIALS

Pop Warner Little Scholars - Recognition of Pop Warner Little Scholars National All-American Honors Students from Chino Pop Warner.

Mayor Ulloa called up Mark Batrez who announced certificates of recognition for the Little Scholars National All-American Honors Students: Jace Andrew, Roman Batrez, Jaxson Aguilar, Sebastain Albarran, Xavier Castaneda, Marco Avalos Jr., Jacob Lopez Jr., Andres Contreras, and Elijah Montes.

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

- The Avocado House

- The Salvation Army Thrift Store & Donation Center

Mayor Ulloa presented the June 2026 Business of the Month Award to The Avocado House. Owner Kari Kim was present to accept the award.

Mayor Ulloa presented the next June 2026 Business of the Month Award to The Salvation Army Thrift Store & Donation Center. Miguel Gonzalez was present to accept the award.

Retirement Recognition - Recognition of Finance Department employee Hilda Miller for 28 years of dedicated service to the City of Chino.

Mayor Ulloa presented the City tile to Hilda Miller, in recognition of her retirement from the City.

Chino of Chino Annual Employee Award Recognitions - Employee of the Year: Arianna Fajardo; Administration: Vivian Castro; CSPR: Ernie Quintana; Development Services: Stevie Meneses; Finance: Jamie Klump; Human Resources: Genevieve Hughes; Public Works: Tabitha Hernandez and Andy Llamas.

Mayor Ulloa called up department directors who presented the City of Chino Department Employee of the Year Awards to Vivian Castro (Administration), Ernie Quintana (CSPR), Stevie Meneses (Development Services), Jamie Klump (Finance), Genevieve Hughes (Human Resources), Tabitha Aguilera and Andy Llamas (Public Works). City Manager Reich announced the Employee of the Year Awardee Arianna Fajardo.

PRESENTATIONS

Welcome to Chino - Presentation on the Welcome to Chino New Business Program.

Rhonesia Perry, Economic Development Manager, and Jackie Melendez, Assistant City Manager, provided an update on Economic Development and the Welcome to Chino New Business Program.

Chino Valley Chamber of Commerce Update - Updates provided by the Chino Valley Chamber of Commerce.

Zeb Welborn, President, Chino Valley Chamber of Commerce, provide a Chamber update.

REPORT OUT OF CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Kavoos Nassiri Ghotbabadi v. City of Chino, Alexander Guardado, et al.
(S.B. Superior Court Case No. CIVSB2310426)

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section 54956.8
Property: 16358 Main Street, Building 7, Suits 130 & 140, Chino, CA 91708
Agency Negotiator: Linda Reich, City Manager
Negotiating Parties: Homecoming V at The Preserve, LLC
Under Negotiation: Price and terms of potential lease

The City Council discussed price and terms of a potential lease, provided direction, and no further reportable action was taken.

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

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

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

External Agency Report for June 16, 2026. Receive and file the External Agency Report for June 16, 2026 (Covering Meetings from April 1-30, 2026).

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa issued a reminder about the Fireworks Spectacular on Friday, June 26 and Saturday, June 27 and the upcoming closure of City Hall and most City facilities on Friday, July 3, in observance of the Fourth of July holiday.

Mayor Ulloa announced that the meeting would be adjourned in memory of Ralph Berger, a longtime Chino Fire Captain and community member; Mary Wolfinbarger, a community member and part of the Wolfinbarger family business; and Joe Alex Cavalier, a dedicated past member of the City's Public Works Department. The City Council extended its heartfelt condolences to the families of Mr. Berger, Mrs. Wolfinbarger, and Mr. Cavalier. The meeting will be adjourned in their memory.

PUBLIC COMMENTS

Pastor Lon Wagner, Crosspoint Church, provided the invocation.

Jay Connor [remote speaker], requested a presentation regarding Chino Channel 3.

Chino Troop 202 scouts provided introductions.

CONSENT CALENDAR

Stubbie Barr, provided a comment and a handout to the City Council regarding Consent Item No. 5, regarding public facility accessibility requirements.

The Mayor requested follow up related to Ayala Park accessibility requirements. City Manager Reich suggested it be sent to the Infrastructure/Streets Committee for review.

1. Warrants. Approve expenses as audited and within budget for warrants 7775679 to 7775774, and Electronic Fund Transfers 526654E to 526705E, totaling $1,727,810.11.
2. Minutes. Approve Minutes for the Regular Meeting on June 2, 2026 (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 June 16, 2026. Receive and file the Government Relations Update for June 16, 2026.
5. Notice of Completion - APOC Batting Cages Equipment Replacement Project (IB249). Accept the APOC Batting Cages Equipment Replacement Project (IB249) by DLJ Development, El Monte, CA as complete.
6. Contract Amendment with E-Plan Inc. for Electronic Plan Review Software. Approve Contract Amendment #4 with E-Plan Inc., for Electronic Plan Review Software Licenses through June 30, 2027, in the amount of $161,000, for a revised not-to-exceed contract total of $482,000.
7. Contract Amendment with IK Consulting, LLC for Accela Training and Consulting Services. Approve Contract 2025-120 Amendment #4 with IK Consulting to extend the term for services through June 30, 2027 and increase the contract amount by $100,000 for a not-to-exceed amount of $250,000.
8. Approval of Multi-Year Contract Authority for Ongoing Operational Services. Authorize the FY 2026-27 contract amendments or renewals and authorize the City Manager to execute all necessary documents on behalf of the City.
9. Federal Asset Forfeiture - Agreement with Axon Enterprise. Approve an agreement with Axon Enterprise Inc. for the purchase of the Axon Basic with Full AI 5-year agreement in the amount of $4,464,008.92, amortized over 5 years; and appropriate $799,495.18 for the first-year cost.
10. Adoption of Ordinance 2026-004. Approve the adoption of Ordinance 2026-004 (Second Reading), amending Chapter 10.56 of the Chino Municipal Code, pertaining to bicycles, electric bicycles, motorized scooters, and regulated mobility devices.

    ORDINANCE 2026-004: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 10.56 OF THE CHINO MUNICIPAL CODE TO ADDRESS BICYCLES, ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND REGULATED MOBILITY DEVICES; ESTABLISH REGULATIONS FOR THE SAME; UPDATE ENFORCEMENT, PENALTY, AND IMPOUND PROVISIONS; AND REMOVE OUTDATED

BICYCLE LICENSING REQUIREMENTS

11. Award Professional Services Agreements with Cannon Corporation, WestLAND Group, Inc., and Bureau Veritas North America, Inc. for General Plan Check Services and Other Related Engineering Services. Award Professional Services Agreements with Cannon Corporation, WestLAND Group, Inc., and Bureau Veritas North America, Inc. for General Plan Check Services and Other Related Engineering Services.

12. Award Professional Services Agreement to Eurofins Drinking Water and Wastewater West, LLC for Drinking Water Analysis and Related Consulting Services. Award a Professional Services Agreement for $450,000 to Eurofins Drinking Water and Wastewater West, LLC, Pomona, CA for a five-year term for Drinking Water Analysis and Related Consulting Services.

13. Final Acceptance of Public Improvements for Tract No. 20167, generally located south of Market Street, west of Hellman Avenue, north of Legacy Park Street, and east of Discovery Park Avenue (Block 4). Accept public improvements as complete for Tract Map No. 20167; authorize release of the performance bond and initiate the warranty bond; and authorize the City Manager to execute the necessary documents on behalf of the City.

14. Approve the Consolidation, Amendment, and Reconciliation of Lewis Companies Construction Credit Reimbursement Agreements for Storm Drain Development Impact Fees (DIF). Approve First Amendment to Construction Credit & Reimbursement Agreement No. 2024-235 and accept the Consolidation and Reconciliation of Lewis Companies Construction Credit Reimbursement Agreements for Storm Drain Development Impact Fees (DIF).

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to approve the Consent Calendar items 1-14 as presented. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

15. Fiscal Year 2026-2027 Budget Adoption. Approve the Fiscal Year (FY) 2026-27 Proposed Budget and Appropriations Limit for FY 2026-27 and authorize the City Manager to execute all necessary documents on behalf of the City.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: 1) Adopt Resolution No. 2026-039, approving the Fiscal Year (FY) 2026-27 Proposed Budget and 5-Year Capital Improvement Program; 2) adopt Resolution No. 2026-040, approving the Appropriations Limit for Fiscal Year 2026-27; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

Kim Sao, Director of Finance, provided a presentation.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to 1) Adopt Resolution No. 2026-039, approving the Fiscal Year (FY) 2026-27 Proposed Budget and 5-Year Capital Improvement Program; 2) adopt Resolution No. 2026-040, approving the Appropriations Limit for Fiscal Year 2026-27; and 3) 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, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

16. Award of Contract to HdL for Business License Software and Compliance Services. Award a professional services agreement with Hinderliter de Llamas and Associates (HdL) for the Prime Business License Software System and Business License Discovery/Compliance Services.

Staff Report By: Lisa Conlon, Revenue Manager

RECOMMENDATION: Award a five-year professional services agreement with Hinderliter de Llamas and Associates for the Prime Business License Software System and Business License Discovery/Compliance Services for an estimated total amount of $201,500, and authorize the City Manager to execute all necessary documents on behalf of the City.

Lisa Conlon, Revenue Manager, provided a presentation on the item.

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to Award a five-year professional services agreement with Hinderliter de Llamas and Associates for the Prime Business License Software System and Business License Discovery/Compliance Services for an estimated total amount of $201,500, 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, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

17. Approve Amendment No. 4 with Biggs Cardosa Associates, Inc. and enter into a Memorandum of Understanding with Santa Ana Watershed Project Authority for Euclid Avenue Bridge Project (ST243). Approve the Transfer of $508,068; Approve Amendment No. 4 for $891,409 with Biggs Cardosa associates, Inc. for additional engineering services for Project ST243; and approve an MOU with SAWPA for design of Brine Line relocation.

Staff Report By: Michele Hindersinn, Senior Engineer

RECOMMENDATION: 1) Approve a General Fund project balance transfer of $180,450 from completed project Yorba Ave Street Improvements (ST233) and $327,618 from completed project Local Street Rehabilitation FY 2024 (ST241) for a total transfer amount of $508,068, for a revised project budget of $6,286,041 for Euclid Avenue Bridge Project (ST243); 2) approve contract amendment No. 4 with Biggs Cardosa Associates, Inc., Contract No. 2024-163 in the amount of $891,409 for a revised contract amount of $5,224,168.58 for additional design engineering and environmental services related to Project ST243; 3) approve a Memorandum of Understanding between the City of Chino and Santa Ana Watershed Project Authority to establish the terms, conditions, and cost share for design of the Brine Line Reach IV-D; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

Michele Hindersinn, Senior Engineer, provided a presentation on the item.

Council Member Comstock noted the correct street name referenced in the report is McCombs Way, not M. Combs Way.

Chino resident, provided a public comment regarding the item.

Motion by Council Member Comstock, seconded by Council Member Lucio, to 1) Approve a General Fund project balance transfer of $180,450 from completed project Yorba Ave Street Improvements (ST233) and $327,618 from completed project Local Street Rehabilitation FY 2024 (ST241) for a total transfer amount of $508,068, for a revised project budget of $6,286,041 for Euclid Avenue Bridge Project (ST243); 2) approve contract amendment No. 4 with Biggs Cardosa Associates, Inc., Contract No. 2024-163 in the amount of $891,409 for a revised contract amount of $5,224,168.58 for additional design engineering and environmental services related to Project ST243; 3) approve a Memorandum of Understanding between the City of Chino and Santa Ana Watershed Project Authority to establish the terms, conditions, and cost share for design of the Brine Line Reach IV-D; and 4) 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, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

18. Award of Contract for Security Guard Services. Approval of an Agreement for Security Guard Services for City Hall, the Senior Center, and the Carolyn Owens Community Center with American Global Security (AGS).

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

RECOMMENDATION: Approve a five-year professional services agreement with American Global Security (AGS) for security guard services at City Hall, the Senior Center, and the Carolyn Owens Community Center for an estimated amount of $1,114,412; and authorize the City Manager to execute all necessary documents on behalf of the City.

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

Motion by Council Member Comstock, seconded by Council Member Lucio, to Approve a five-year professional services agreement with American Global Security (AGS) for security guard services at City Hall, the Senior Center, and the Carolyn Owens Community Center for an estimated amount of $1,114,412; 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, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meetings and events including Omnitrans and San Bernardino County Transportation Authority (SBCTA) Board of Directors meetings; Senior Center Birthday celebrations; memorial service for Laurie Viramontes; City Council Budget Workshop; Investment Advisory Committee; zoning update meeting with City Staff; Omnitrans Admin and Finance Committee; SBCTA Transit and Metro Valley Committee; funeral of Ralph Berger; Chino Rodeo event; City Manager meeting; and Closed Session.

Mayor Ulloa provided a reminder of the FFA 4H Auction taking place on July 10, 2026 at the Chino Fairgrounds.

Mayor Pro Tem Burton

19. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to UCHOOZ Positive Youth and Chino Neighborhood House.

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contributions to UCHOOZ Positive Youth ($225) and Chino Neighborhood House ($225).

Motion by Council Member Flores, seconded by Council Member Comstock, to Approve community support fund contributions to UCHOOZ Positive Youth ($225) and Chino Neighborhood House ($225). The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Mayor Pro Tem Burton reported on the following meetings and events including a meeting with Southern California Edison representative; Ribbon Cutting for AQ Tacos; Employee Recognition Luncheon; IEUA Policy Committee meeting; Chino Hills State of the City; Chino in Action event; Troop 201 100 Year Anniversary; Celebration of Life for Joe Cavalier; City Manager meeting; City Council Study Session; Watermaster Appropriations Committee meeting; meeting with Chino Valley Fire District President Kreeger; Zoning Code update meeting with City Staff; City Manager meeting; Cultural Arts Foundation meeting; Water meeting with staff; Meeting with developers; and Closed Session.

Council Member Comstock

20. Community Support Fund - Council Member Comstock. Approve community support fund contributions for multiple non-profits and community groups for the Fiscal Year 2025-26.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve community support fund contributions of $350 to Chino American Little League, $125 to Chino Girls Fastpitch, $500 Chino National Little League, $125 to Chino Police Explorers Post #211, $350 to Chino Police Officers Foundation, $125 to Chino Pop Warner Youth Football, $125 to Chino Scout Troop 201, $350 to Chino Valley Fire Foundation, $125 to HOPE Family Resource Center, $125 to Isaiah's Rock, $250 to Rancho Del Chino Rotary Club, and $125 to UCHOOZ Positive Youth.

Motion by Council Member Lucio, seconded by Council Member Flores, to Approve community support fund contributions of $350 to Chino American Little League, $125 to Chino Girls Fastpitch, $500 Chino National Little League, $125 to Chino Police Explorers Post #211, $350 to Chino Police Officers Foundation, $125 to Chino Pop Warner Youth Football, $125 to Chino Scout Troop 201, $350 to Chino Valley Fire Foundation, $125 to HOPE Family Resource Center, $125 to Isaiah's Rock, $250 to Rancho Del Chino Rotary Club, and $125 to UCHOOZ Positive Youth. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Comstock reported on the following meetings and events including the Employee Recognition Luncheon; Chino in Action event; Troop 201 100 Year Anniversary; Celebration of Life for Joe Cavalier; City Council Study Session; Lewis Land Management meeting; and Closed Session.

Council Member Flores

21. Community Support Fund - Council Member Flores. Approve community support fund contributions to Rancho Del Chino Rotary and Chino Valley Soroptimist Club.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of $325 to Rancho Del Chino Rotary and $325 to the Chino Valley Soroptimist Club.

Motion by Mayor Pro Tem Burton, seconded by Council Member Comstock, to Approve a community support fund contribution of $325 to Rancho Del Chino Rotary and $325 to the Chino Valley Soroptimist Club. The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Flores reported on the following meetings and events including the City Council Budget Workshop; Grand Opening of Angry Chickz; City Council Study Session; Investment Advisory Committee; Zoning Update meeting with City Staff.

Council Member Lucio

22. Community Support Fund - Council Member Lucio. Approve community support fund contribution to Chino Kiwanis Club, Chino Youth Museum, Rancho Del Chino Rotary Club, and UCHOOZ Positive Youth.

Staff Report By: Council Member Lucio

RECOMMENDATION: Approve community support fund contribution to Chino Kiwanis Club (Concerts $250 and Corn Feed Run $250), Chino Valley Rotary Club Bingo Event ($250), Chino Youth Museum ($250), and UCHOOZ Positive Youth ($500).

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to Approve community support fund contribution to Chino Kiwanis Club (Concerts $250 and Corn Feed Run $250), Chino Valley Rotary Club Bingo Event ($250), Chino Youth Museum ($250), and UCHOOZ Positive Youth ($500). The motion carried by the following vote:

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

NOES: NONE.

ABSENT: NONE.

Council Member Lucio reported on the following meetings and events including the Chino in Action event; California Institution for Men and California Institution for Woman Advisory Committee meeting and asked Chief Mensen about facilitating training with the Police Department bloodhound and helicopter in preparation of a potential escape; City Manager meetings; City Council Study Session; Zoning Code update with City Staff; meeting with a developer; Chaffey College Oversight Committee meeting; meeting with Lewis regarding the

Homecoming; and Closed Session.

Council Member Lucio announced the upcoming Chino Demolition Derby on July 18, 2026.

City Manager - No report.

City Attorney - No report.

Director's Report

Hye Jin Lee, Director of Public Works, provided an update on a MS4 permit renewal requirements and deadline extension and provided information on the Waste Management monitoring of organics contamination starting on July 1.

Police Chief's Report

Police Chief Mensen provided an update on the upcoming 4th of July enforcement for illegal fireworks.

Fire Chief's Report

Fire Chief Williams provided an update on 4th of July support and shared Firefighter Phil Vasquez is participating in a boxing fundraiser at the Rose Bowl on October 9.

ADJOURN

Mayor Ulloa adjourned the meeting at 8:25 p.m. in memory of Ralph Berger, Mary Wolfinbarger, and Joe Alex Cavalier.

The next Regular Meeting of the City Council will be held on Tuesday, July 7, 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 7th DAY OF JULY 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 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 2026-27 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
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Community Services, Parks & Recreation Commission Unscheduled Vacancy.

RECOMMENDATION

Approve the tentative schedule and procedures to fill the Community Services, Parks & Recreation (CSPR) Commission unscheduled vacancy.

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
- Responsible Long-Range Planning
- Exemplary Leadership

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

The Chino Community Services, Parks & Recreation (CSPR) Commission is a seven-member board that oversees and advises the City Council on specific quality of life issues. In particular, the CSPR Commission reviews recreation, parks and open space, and human services.

In June 2026, Commissioner Patricia Pereda Arlt resigned, creating a vacancy on the CSPR Commission. Pursuant to Chino Municipal Code Chapter 2.36, a vacancy on the CSPR Commission requires the position to be filled.

ISSUES/ANALYSIS

Commissioner Arlt was appointed in June 2023 and resigned in June 2026, during her third year of a four-year term. The notice of the unscheduled vacancy was posted on June 26, 2026, in accordance with the Maddy Act (Government Code Section 54974).

Upon resignation of Commission Arlt, the CSPR Commission membership includes representation from District 1 (1 member); District 2 (0 members); District 3 (2 members); District 4 (3 members). To ensure citywide representation on the CSPR Commission, it is recommended the recruitment request applicants who reside in District 1 or 2 only, since these Districts have 0-1 representative members, respectively.

To conduct the appointment process effectively and fairly, the following schedule and procedures will be followed to fill Commissioner Arlt's remaining term through June 30, 2027.

- July 10 – August 7, 2026: Accept applications for the CSPR Commission from qualified residents from Council Districts 1 and 2. The application is attached to this report as Exhibit A.

- August 10 – September 7, 2026: Upon review of the applications, the Mayor along with another Council Member, will select and interview qualified candidates. After interviewing potential candidates, the Mayor will nominate an appointee who will complete a background check.

- September 15, 2026: Upon a successful background check, the Mayor will nominate the appointee at the September 15, 2026 City Council meeting. Per the Chino Municipal Code 2.36.020, the City Council will then need to approve the appointment. Should the City Council approve the appointment, then the process of filling this vacancy will be complete.

It is recommended that the City Council approve the tentative schedule and procedures to fill the CSPR Commission unscheduled vacancy.

Attachments: Exhibit A - CSPR Commission Application

COMMUNITY SERVICES, PARKS & RECREATION COMMISSION APPLICATION

Thank you for your interest in serving on the Community Services, Parks & Recreation Commission! Your desire to participate in your community's activities is sincerely appreciated. Please complete this application and return it by email to CityClerk@cityofchino.org or by mail or in-person to City of Chino Office of the City Clerk, 13220 Central Avenue, Chino, CA 91710 by the published deadline. If you have any questions, please call the City Clerk's office at (909) 334-3306, or the Community Services, Parks & Recreation Department at (909) 334-3256.

THIS IS A PUBLIC DOCUMENT SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT

Name: _____ Email: _____

Home Address: _____

Home/Cell Phone: _____

Employer: _____ Position: _____

Business Address: _____ Business Phone: _____

Education: _____

_____

_____

Please tell us what you know about the Community Services, Parks & Recreation Department:

_____

_____

_____

_____

_____

_____

_____

List civic organizations you are affiliated with and/or volunteer experience:

_____

_____

_____

_____

List of the top five programs/services for youth, families, and adults, not currently offered, that you feel are needed:

_____

_____

_____

_____

_____

_____

List of the top two issues facing Community Services, Parks & Recreation Department based on your observations:

_____

_____

_____

_____

Why do you want to be a Community Services, Parks & Recreation Commissioner?

_____

_____

_____

_____

_____

I hereby certify that all statements made in this application are true and complete and any false or misleading statements made shall be grounds for immediate disqualification. I understand that if selected, satisfactory results from a background investigation are required. I reside in the City of Chino and I am aware Chino Municipal Code Section 2.38.030 requires residency at time of appointment and for the duration of the term. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and thus will be available for public inspection and copying.

Signature: _____ Date: _____

Internal Use	
Application Received:	Date: By:
District:	☐ District 1 ☐ District 2 ☐ District 3 ☐ District 4

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Parcel Map No. 20988 located at 14022 Cypress Avenue, on the northwest corner of Edison Avenue and Cypress Avenue.

RECOMMENDATION

1) Approve Parcel Map No. 20988 located at 14022 Cypress Avenue, on the northwest corner of Edison Avenue and Cypress Avenue; and 2) authorize the City Manager to execute any documents or agreements necessary to implement the approved Parcel Map on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Responsible Long-Range Planning

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

BACKGROUND

On July 17, 2025, the Planning Commission approved the developer's application, submitted by PLC Communities, to subdivide the property located at 14022 Cypress Avenue, on the northwest corner of Edison Avenue and Cypress Avenue, into two numbered parcels and one lettered parcel for conveyance purposes within the East Chino Specific Plan area (Exhibit A). The subdivision is intended to establish separate legal parcels that may be individually conveyed, transferred, sold, financed, or held under separate ownership in the future. Approval of the Parcel Map provides the legal framework for future property transactions and potential development activities but does not, by itself, authorize construction or development beyond existing entitlements.

Parcel 1, consisting of approximately 2.84 acres, is intended to be developed in conjunction with an existing adjacent parcel to the north as part of a future 55-lot single-family residential development. Future development of Parcel 1 will require the developer to submit additional discretionary applications, including a Tentative Tract Map and Site Approval, for City review and approval. Those applications are anticipated to be submitted at a future date.

Parcel 2 consists of approximately 5.90 acres and includes land located within the Southern California Edison easement. Parcel 2 will retain the existing residential and agricultural uses, including a single-family residence and crop cultivation. Parcel A, located adjacent to Edison Avenue, is designated for dedication to the City for public right-of-way purposes consistent with future circulation improvements and roadway infrastructure needs.

ISSUES/ANALYSIS

Parcel Map No. 20988 (Exhibit B) has been reviewed by staff and determined to be consistent with the approved Tentative Parcel Map, the California Subdivision Map Act, the East Chino Specific Plan, and applicable provisions of the Chino Municipal Code. Staff has verified that all conditions of approval and requirements associated with the Tentative Parcel Map have been satisfied.

Pursuant to applicable provisions of the California Subdivision Map Act and City requirements, the City Engineer is authorized to execute the Parcel Map upon confirmation that all technical requirements have been met. The recommended authorization provided to the City Manager is not intended to permit execution of the Parcel Map itself, but rather to authorize execution of any ancillary documents, agreements, certificates, or administrative actions necessary to facilitate implementation of the approved Parcel Map on behalf of the City, as applicable.

Attachment:

Exhibit A – Vicinity Map

Exhibit B – Parcel Map No. 20988



Vicinity Map

PM 20988



LOT INFORMATION

NUMBERED LOTS = 2
LETTERED LOTS = 1

GROSS AREA = 9.06 ACRES
NET AREA = 8.74 ACRES

PARCEL MAP NO. 20988

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

BEING A SUBDIVISION OF LOT 32, IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT THEREOF RECORDED IN BOOK 6, PAGE 15, OF MAPS, RECORDS OF SAID COUNTY

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING OCTOBER, 2025

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE AN EASEMENT OVER LOT A TO THE CITY OF CHINO, FOR PUBLIC STREET, ROAD AND PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

OWNER:
MARIE A. SCHOFIELD, SUCCESSOR TRUSTEE OF THE LOUIS B. AGUERRE FAMILY TRUST DATED 5/14/03

Marie A. Schofield TTEE
MARIE A. SCHOFIELD
TRUSTEE

VARSHA MALAY TRIVEDI
Notary Public - California
San Bernardino County
Commission # 2488640
My Comm. Expires Apr 30, 2028

NOTARY ACKNOWLEDGEMENT:

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)
) SS
COUNTY OF San Bernardino)

ON 06-11-2026, BEFORE ME, Varsha Malay Trivedi A NOTARY PUBLIC, PERSONALLY APPEARED Marie. A. Schofield, 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

V. M. Trivedi
SIGNATURE

Varsha Malay Trivedi
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY

MY COMMISSION EXPIRES 04/30/2028

AUDITOR–CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS, AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE $ _____

DATE: _____

ENSEN MASON
AUDITOR–CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____
DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE SAN BERNARDINO COUNTY ASSESSOR–RECORDER–COUNTY CLERK, ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: _____

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____
DEPUTY

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN CALIFORNIA EDISON, HOLDER OF AN EASEMENT FOR TRANSMITTING, DISTRIBUTING, REGULATING, USING AND CONTROLLING ELECTRIC ENERGY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 11, 1940 AS INSTRUMENT NO. 11, IN BOOK 1446, PAGE 137 OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON, HOLDER OF AN EASEMENT FOR TRANSMITTING, DISTRIBUTING, REGULATING, USING AND CONTROLLING ELECTRIC ENERGY AND INCIDENTAL PURPOSES, RECORDED APRIL 4, 1946 AS INSTRUMENT NO. 24, IN BOOK 1895, PAGE 67 OF OFFICIAL RECORDS

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PLC COMMUNITIES, ON MARCH, 2025. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP, IF ANY. I HEREBY ALSO STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED OR THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF MAP RECORDATION, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 5.26, 2026

DARYL J. CHRISTIAN, L.S. 8554

PROFESSIONAL LAND SURVEYOR
DARYL J. CHRISTIAN
LS 8554
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I, ALBERTO ESPINOZA, CITY ENGINEER OF THE CITY OF CHINO, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED: _____, 20____

ALBERTO ESPINOZA, RCE 71374
CITY ENGINEER, CITY OF CHINO

REGISTERED PROFESSIONAL ENGINEER
ALBERTO ESPINOZA
NO. 71374
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, RICHARD C. MAHER, CITY SURVEYOR OF THE CITY OF CHINO, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: _____, 20____

BY: _____
RICHARD C. MAHER, PLS 7564
CITY SURVEYOR, CITY OF CHINO

LICENSED LAND SURVEYOR
RICHARD C. MAHER
NO. 7564
STATE OF CALIFORNIA

PLANNING COMMISION'S CERTIFICATE:

I, WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES, DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS MAP IS IN ACCORDANCE WITH THE TENTATIVE MAP APPROVED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____.

DATED: _____

_____
SECRETARY, CHINO PLANNING COMMISSION

BY: _____
WARREN MORELION, AICP
DIRECTOR OF DEVELOPMENT SERVICES, CITY OF CHINO

CITY COUNCIL'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CHINO, BY A MOTION DULY SECONDED AND PASSED, APPROVED THE MAP ON THE _____ DAY OF _____, 20____, WE HEREBY ALSO ACCEPT ON BEHALF OF THE CITY OF CHINO, THE DEDICATION OF AN EASEMENT OVER LOT A FOR PUBLIC STREET, ROAD AND PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

DATED: _____, 20__.

_____
NATALIE GONZAGA
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 PARCEL MAPS AT PAGES _____
AT THE REQUEST OF _____
IN THE AMOUNT OF _____

JOSIE GONZALES
ASSESSOR – RECORDER
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

PROJECT: SECTION 13, T.2S., R.8W.

PARCEL MAP NO. 20988

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

BEING A SUBDIVISION OF LOT 32, IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT THEREOF RECORDED IN BOOK 6, PAGE 15, OF MAPS, RECORDS OF SAID COUNTY

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING OCTOBER, 2025

LOT INFORMATION

NUMBERED LOTS = 2
LETTERED LOTS = 1

GROSS AREA = 9.06 ACRES
NET AREA = 8.74 ACRES

MONUMENT NOTES:

○ INDICATES SET 1" I.P. TAGGED "L.S. 8554", FLUSH UNLESS OTHERWISE NOTED.

● INDICATES FND. MONUMENT AS DESCRIBED.

1 FND. SPIKE & WASHER "LS 5411", FLUSH, CL INTERSECTION OF CYPRESS AVE AND SCHAEFER AVE PER CORNER RECORD 303 058, ACCEPTED AS CL INTERSECTION.

2 FND. SPIKE & WASHER "LS 5411", FLUSH, CL INTERSECTION OF MOUNTAIN AVE AND SCHAEFER AVE PER CORNER RECORD 306 037, ACCEPTED AS CL INTERSECTION.

3 FND. 1 1/2" BRASS DISC "LS 6957" IN WELL MON., DN. 1.3', CL INTERSECTION CYPRESS AVE. AND EDISON AVE PER CORNER RECORD 290 103, ACCEPTED AS CL INTERSECTION.

4 FND. BRASS DISC ILLEGIBLE, IN WELL MON. DN. 1.5', CL INTERSECTION MOUNTAIN AVE. AND EDISON AVE. IN LIEU OF NAIL & TAG "LS 5425", PER M.B. 239 / 83–85 NO REFERENCE, ACCEPTED AS CL INTERSECTION.

5 FND. 1" I.P. W/ NAIL & TAG "LS 2911", DN. 0.2', ACCEPTED AS SOUTHEAST CORNER OF M.B. 221 / 87–89, PER CITY OF CHINO CENTERLINE TIE CT–1048.

6 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82.

7 FND. 1" I.P. W/ NAIL & TAG ILLEGIBLE, DN. 0.1', CL INTERSECTION AMSTERDAM AVE. AND YALE ST IN LIEU OF 1" TAGGED "LS 5425" PER M.B. 220 / 55–57, ACCEPTED AS CL INTERSECTION.

8 FND. 1" I.P. W/ NAIL & TAG "LS 2911", FLUSH, CL INTERSECTION AMSTERDAM AVE AND PRESCOTT ST PER M.B. 221 / 81–83.

9 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82

10 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82

11 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82

12 FND. 1" I.P. W/ NAIL & TAG, "RCE 29616", FLUSH, CL INTERSECTION AMSTERDAM AVE. AND DALTON ST PER M.B. 239 / 80–82

13 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82

14 FND. SPIKE & WASHER, "RCE 29616", FLUSH, CL AMSTERDAM AVE PER M.B. 239 / 80–82

EASEMENT NOTES:

(A) INDICATES EASEMENT FOR TRANSMITTING, DISTRIBUTING, REGULATING, USING AND CONTROLLING ELECTRIC ENERGY AND INCIDENTAL PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, PER DOCUMENT RECORDED DECEMBER 11, 1940 AS INSTRUMENT NO. 11, IN BOOK 1446, PAGE 137, OF OFFICIAL RECORDS

(B) INDICATES EASEMENT FOR TRANSMITTING, DISTRIBUTING, REGULATING, USING AND CONTROLLING ELECTRIC ENERGY AND INCIDENTAL PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, PER DOCUMENT RECORDED APRIL 4, 1946 AS INSTRUMENT NO. 24, IN BOOK 1895, PAGE 67, OF OFFICIAL RECORDS

(C) INDICATES EASEMENT FOR PUBLIC STREET, ROAD, AND PUBLIC UTILITIES, GRANTED TO THE CITY OF CHINO, CALIFORNIA, A MUNICIPAL CORPORATION PER DOCUMENT RECORDED SEPTEMBER 27, 2001 AS INSTRUMENT NO. 20010441249, OF OFFICIAL RECORDS

(D) INDICATES EASEMENT FOR PUBLIC STREET, ROAD, AND PUBLIC UTILITIES, GRANTED TO THE CITY OF CHINO, CALIFORNIA, A MUNICIPAL CORPORATION PER DOCUMENT RECORDED SEPTEMBER 27, 2001 AS INSTRUMENT NO. 20010441248, OF OFFICIAL RECORDS

[1] INDICATES EASEMENT FOR PUBLIC STREET, ROAD, AND PUBLIC UTILITIES OVER LOT A, DEDICATED TO THE CITY OF CHINO, CALIFORNIA, A MUNICIPAL CORPORATION, HEREON.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF SCHAEFER AVENUE, AS SHOWN ON TRACT NO. 13786, M.B. 221/87–89, AND HAVING A BEARING OF N 89°59'16" E.

MAPS & REFERENCES:

R1 – M.B. 6/15
R2 – TRACT NO. 14076–2 M.B. 239 / 80–82
R3 – TRACT NO. 13786 M.B. 221 / 87–89
R4 – TRACT NO. 13786–1 M.B. 221 / 81–83
R5 – TRACT NO. 13755 M.B. 220 / 55–57

ABBREVIATIONS:

FND	FOUND
CL	CENTERLINE
I.P.	IRON PIPE
W/	WITH
DN.	DOWN
AVE	AVENUE
C.S.M.	COUNTY SURVEY MONUMENT
MON.	MONUMENT
M.B.	MAP BOOK

SHEET 3 OF 3 SHEETS

LOT INFORMATION

NUMBERED LOTS = 2
LETTERED LOTS = 1

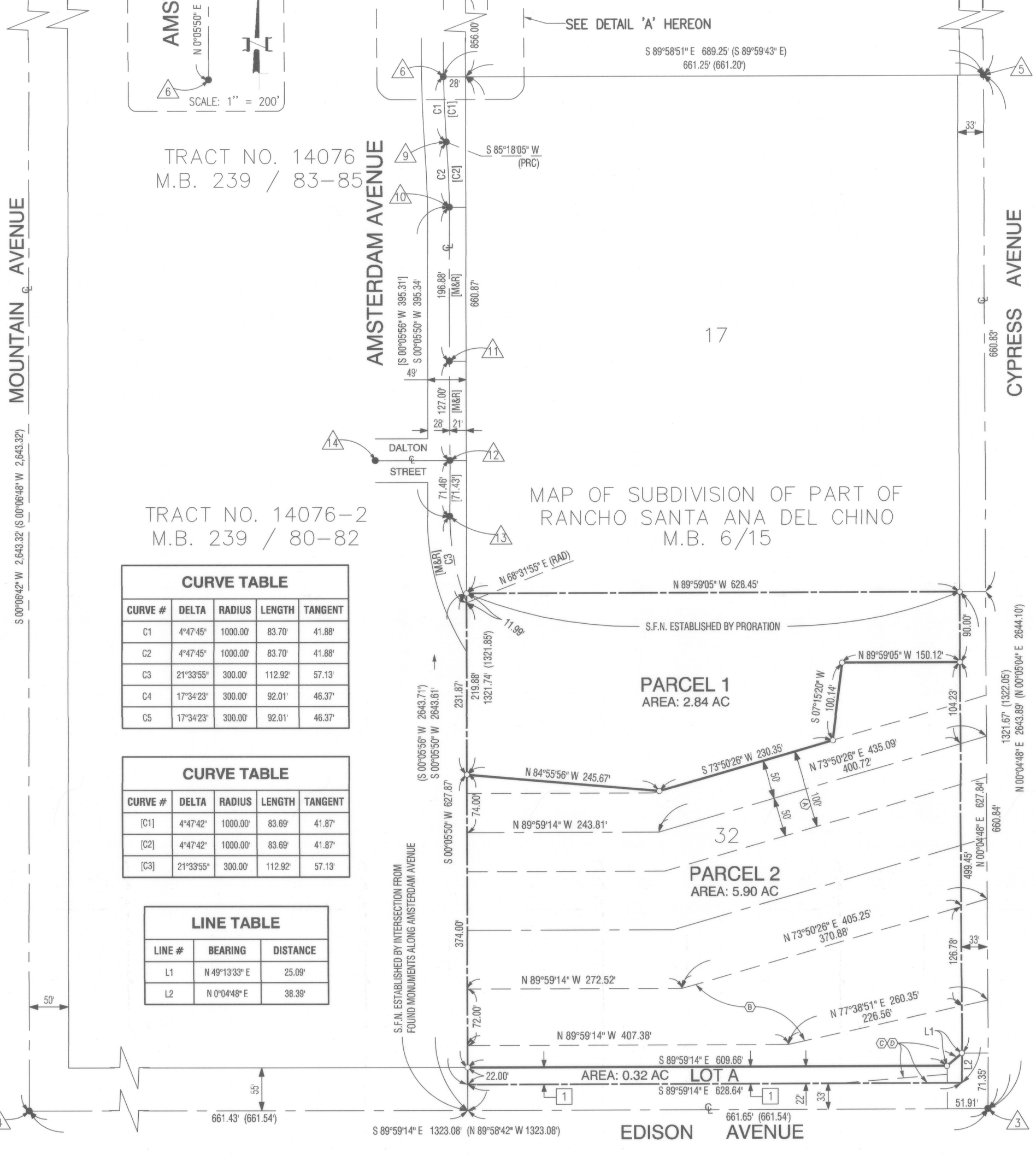
GROSS AREA = 9.06 ACRES
NET AREA = 8.74 ACRES

PARCEL MAP NO. 20988

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

BEING A SUBDIVISION OF LOT 32, IN SECTION 13, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT THEREOF RECORDED IN BOOK 6, PAGE 15, OF MAPS, RECORDS OF SAID COUNTY

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING OCTOBER, 2025



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CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	4°47'45"	1000.00'	83.70'	41.88'
C2	4°47'45"	1000.00'	83.70'	41.88'
C3	21°33'55"	300.00'	112.92'	57.13'
C4	17°34'23"	300.00'	92.01'	46.37'
C5	17°34'23"	300.00'	92.01'	46.37'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
[C1]	4°47'42"	1000.00'	83.69'	41.87'
[C2]	4°47'42"	1000.00'	83.69'	41.87'
[C3]	21°33'55"	300.00'	112.92'	57.13'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 49°13'33" E	25.09'
L2	N 0°04'48" E	38.39'

SCALE: 1" = 100'

100 50 0 100 200 300

GRAPHIC SCALE

LEGEND:

[ ] INDICATES RECORD DATA PER R2
( ) INDICATES RECORD DATA PER R3
[( )] INDICATES RECORD DATA PER R4

EASEMENT NOTES: (SEE SHEET 2)

MONUMENT NOTES: (SEE SHEET 2)

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award of Contract to InfoSend, Inc. for Utility Billing.

RECOMMENDATION

Award a five-year professional services contract to InfoSend, Inc. for utility billing and on-line payment services, based on the unit pricing set forth in the vendor's rate schedule, with the contract estimated to utilize $300,000 annually, and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are included in the FY 2026-27 adopted budget. If approved, funding will be included in future year budgets.

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

Revenue: Click or tap here to enter text.	Expenditure: 1003000-43515
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City has utilized InfoSend, Inc. for utility billing, mailing services, and online payment services for over fifteen years and has been satisfied with the quality, reliability, and performance of the services provided. These services are for weekly production of the City's utility bills which includes file transmission, data processing, bill printing, mail preparation, utility bill production, and delivery to the United States Postal Service.

The City incurs the cost of postage for mailing all bills and notices. InfoSend pays this expense upfront and then passes this cost on to the City with no mark up. Therefore, InfoSend only retains a portion of the total amount paid by the City through this contract, with the remainder going to the United States Postal Service. The City is responsible for this postage regardless of the vendor providing the printing and support services.

ISSUES/ANALYSIS

The Finance Department recommends Council approve a new five-year professional services contract with InfoSend, Inc. for utility billing printing, mailing, and online payment services. The contract will be based on the unit pricing set forth in InfoSend's rate schedule through a piggyback agreement utilizing the City of Indio's competitively awarded contract.

On an annual basis, InfoSend produces and mails approximately 275,000 utility bills and notices for approximately 23,000 customer accounts on behalf of the City. Without this support, the City would not have the internal capacity to produce, assemble, and mail the current volume of utility bills and notices in-house, which could affect the timely collection of City revenues and the continuity of utility billing operations.

The City of Indio conducted a competitive procurement process for substantially similar services and selected InfoSend as its provider. InfoSend has agreed to extend the same pricing and terms to the City of Chino through a piggyback agreement. Staff reviewed the City of Indio/InfoSend agreement and determined that the procurement process, pricing, and terms are fair, reasonable, and in the best interest of the City.

As part of the analysis, staff compared the City's current pricing to the pricing proposed under the City of Indio/InfoSend agreement. The comparison is provided below:

Description	Current	Proposed	Difference
#10 Envelope	$0.0242	$0.0260	$0.0018
#9 Envelope	$0.0228	$0.0230	$0.0002
Outgoing Flat Envelope	$0.1800	$0.1900	$0.0100
Address Change Service	$0.3000	$0.3300	$0.0300
Insert Fee	$0.0100	$0.0100	Same
e-Bill Loading & Support	$0.0200	$0.0208	$0.0008
Enrolled User	$0.0400	$0.0417	$0.0017
Initiated Payments	$0.0400	$0.0417	$0.0017
Monthly Support Fee	$155.00	$161.665	$6.665

Approval of the five-year contract will allow the City to maintain uninterrupted utility billing services while utilizing competitively established pricing through the City of Indio's agreement. Based on the foregoing, staff recommends awarding a five-year professional services contract to InfoSend, Inc. for utility billing printing, mailing, and online payment services.

Attachments: City of Chino Agreement
City of Indio Agreement (Reference)

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
INFOSEND, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date") by and between the CITY OF CHINO, a California municipal corporation ("City") and INFOSEND, INC. (herein "Consultant").

RECITALS

A. Section 3.32.060 of the Chino Municipal Code provides that the City may dispense with competitive pricing procedures for professional services contracts "When the vendor was awarded a bid by another public agency, said agency used purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency."

B. Following a solicitation process substantially similar to that which the City would have been required to use, the City of Indio awarded a contract to Consultant to provide the kinds of services described in the Scope of Services in this Agreement.

C. Consultant offers to provide said services to the City for the same price offered to the City of Indio and therefore the City has authority to enter into and execute this Agreement with Consultant without using its own competitive pricing procedures.

D. The Parties desire to formalize the selection of Consultant for performance of those services described in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. 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. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. To the extent (if any) that the Scope of Services includes any "public work" or "maintenance work" under California Labor Code Section 1720 et seq. and applicable regulations, and only to such extent, Consultant shall comply with the applicable provisions of California Labor Code Sections 1720 et seq., 1770 et seq., 1810 et seq., and other applicable laws, including, without limitation, the requirements set forth in subsections (a) through (i) below. For the avoidance of doubt, the obligations set forth in subsections (a) through (i) shall apply only to such work, if any, that qualifies as public work.

(a) Public Work. To the extent (if any) that the Scope of Services includes work that qualifies as a "public work" as defined in Labor Code Section 1720, such work shall be subject to the applicable requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. To the extent applicable, such work shall be subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor 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, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor 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. Contractor shall comply with and be bound by any applicable 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 Contractor 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 Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776 to the extent (if any) that the Scope of Services includes work that qualifies as "public work" under California Labor Code Section 1720, which requires Contractor 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. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and applicable regulations to the extent (if any) that the Scope of Services includes work that qualifies as "public work" under California Labor Code Section 1720 and apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor 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. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor 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 Contractor 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. In accordance with the provisions of California Labor Code Section 1861, Contractor 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."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 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 the Agreement.

1.5 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.

1.6 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the 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.

2. COMPENSATION

2.1 Contract Sum. For services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Schedule of Compensation attached hereto as Exhibit "B" and incorporated herein by this reference. Compensation shall be based on the approved rates set forth in Exhibit "B." This Agreement does not establish a guaranteed contract sum, and Consultant shall only be compensated for services authorized and performed in accordance with this Agreement.

2.2 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.

2.3 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.

2.4 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.

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 thirty (30) 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, 2030, 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.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Matthew Schmidt, COO, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Project Manager. Kim Sao, or any other person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act

in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

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 and Limitation of Liability. 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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding the above, a design professional's 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.

5.4 Notwithstanding anything to the contrary in this Agreement, the Consultant's aggregate liability arising from or relating to this Agreement shall be limited to the Service Fees that the Consultant received from the City in the six (6) months preceding the accrual of the claim.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Project Manager shall require.

6.3 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 the City without prior written authorization from the Project Manager.

(b) Consultant 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 the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the 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 the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

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. 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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 Contractor 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 Contractor any accrued liquidated damages.

7.5 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". 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.

7.6 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 such liability shall be subject to and limited by the Limitation of Liability set forth in this Agreement, and provided that the City shall use reasonable efforts to mitigate such damages. City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed, subject to such limitation.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

8.9 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.

8.10 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 _____

8.11 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) the 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:

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Kim Sao, Director of Finance

CONSULTANT:

InfoSend, Inc.

By:_____

Russ Rezai, President

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 InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. **("InfoSend"**) and City of Chino (**"Client"**). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

X	**Data Processing, Printing and Mailing Service ("DPPM Service")**: During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
X	**eBusiness Services (the "eBusiness Services"):** During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
    - Apply CASS-certified address validation
    - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
    - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. (**"InfoSend"**) and City of Chino (**"Client"**). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Assumptions
Customers Contacted or Billed Monthly 19,500 Utility Billings
Number of Batches Monthly Daily

Section 3. DPPM Fees:

Document Production Summary	
Utility Bills Package includes: Data processing, one printed 8.8 x 11"sheet up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	**$0.1519 per document**

Finished mail pieces are delivered to the USPS **within one (1) business day.** If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below green shaded rows provide the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Data Processing, Document Composition, Printing and Mailing Service	
Data Processing - Printing & Mailing Fee with up to 4/1 Ink - All Files	**$0.085**
USPS Postage	**Pass-through** A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	$0.085 for 4/0 or 4/1 printing $0.085 for 4/4 printing
Inline Insert Print Fee*	$0.085 Black printing $0.085 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	$5.21
Excess Pages Handwork Surcharge (per mail piece)	$0.3500
Address Updates – per "hit" (address that gets updated)	$0.33 NCOA $0.33 ACS
*Data Processing, Document Composition, Printing and Mailing service fees are bundled into one line item. *Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	
The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.	

Materials*	
Standard 8.5" x 11" Paper Stock (per sheet)	**$0.0179**
Standard 8.5" x 14" Paper Stock (per sheet)	**$0.03**
Inline Insert 8.5" x 11", white 24# Paper Stock (per sheet)	**$0.0325**
Standard Double Window Outgoing #10 Envelope	**$0.0260**
Standard Single Window Return #9 Envelope	**$0.0230**
Outgoing Flat Envelope – used for mailpieces with excess pages	$0.1900
*InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper. If the parties are unable to reach agreement on the proposed increase, either party may terminate the Agreement without penalty.	

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.0100
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is $0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	$0.0100

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	$0.020 - For 60 Months of Retention
Print Image Archive API Monthly Support Fee	$100.00
Final Doc Transfer (FDT) Delete before sending! Option 1: Billers < 10,000 bills a Month: $0.02 per bill Billers 10,000 – 19,999 bills a Month: $0.015 per bill Billers 20,000 and up bills a Month: $0.009 per bill Option 2: Billers < 10,000 bills a Month: $0.03 per bill Billers 10,000 – 19,999 bills a Month: $0.025 per bill Billers 20,000 and up bills a Month: $0.015 per bill	Option 1: $0.0000 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: $0.0000 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	$160.00
Returned Mail Handling	$0.3500 per reported returned mail piece
Remit Tracking	$50.00 monthly support fee

Online BillPay Platform	
Online BillPay Setup Fee	N/A - Installed
Monthly Maintenance	$161.665
Per eBill Loaded	$0.0208
Per Enrolled Customer Fee	$0.0417
Per Initiated Payment	$0.0417

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** Requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** Requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** Using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** Per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** Price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** Clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** Assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** Price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** Surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** White paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.

- **Outgoing Flat Envelope:** Single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** Utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** Custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** Fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** Client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** The baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high-definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** Fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First-Class Mail documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** A flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** Each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** Per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** For clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:
N/A – Postage deposit has been made.

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. (**"InfoSend"**) and City of Chino (**"Client"**). This Exhibit C provides InfoSend's Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is $160.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.

- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

City of Indio

City Council
June 4, 2025

STAFF REPORT

To: City Council

From: Bryan H. Montgomery, City Manager

Prepared by: Reymundo Trejo, P.E., IWA General Manager

Subject: **Award the Professional Service Agreement to InfoSend Inc., for Utility Billing, Printing and Mailing Services in an annual amount not to exceed $275,000 for a total not-to-exceed $825,000.**

RECOMMENDATION:

That the City Council/Indio Water Authority (IWA) Board approve a three (3) year Professional Services Agreement with InfoSend, Inc. in an annual not-to-exceed amount of $275,000, for a total not-to-exceed $825,000 for the term of the agreement, with the option to extend the Agreement for up to two (2) additional one (1) year periods at IWA's discretion.

SUMMARY:

On March 31, 2025, IWA issued a Request for Proposals (RFP) for utility bill printing and mailing services. Two proposals were received by the April 22, 2025, deadline from InfoSend, Inc. and Inland Presort and Mailing Services. After thorough evaluation by IWA staff, InfoSend earned the highest rating based on evaluation criteria. If approved, the new agreement will begin July 1, 2025.

BACKGROUND INFORMATION:

On June 3, 2020, the City Council/IWA Board approved an agreement with InfoSend for utility bill printing and mailing services, which expires June 30, 2025. IWA issued a Request for Proposals (RFP) on March 31, 2025, for a new contract starting July 1, 2025 (FY 2025–26). Two proposals were received; InfoSend, the current vendor, received the highest evaluation based on qualifications, experience, understanding of IWA's needs, and cost.

IWA processes approximately 25,000 bills monthly, along with 5,000 delinquency notices and additional off-cycle mailings. InfoSend handles both mailed and electronic billing services.

Staff recommends that the City Council/IWA Board approve a three (3) year Professional Services Agreement with InfoSend in the annual not-to-exceed amount of $275,000, for a total not-to-exceed $825,000 for the term of the agreement, commencing July 1, 2025, and ending June 30, 2028. The agreement includes two (2) optional one (1) year extensions, which may be exercised at IWA's sole discretion.

FINANCIAL SUMMARY:

Current FY Financial Impact:	$0	In current year budget:	N/A

Current FY General Fund Impact:	N/A	Budget adjustment:	No
Next FY Financial Impact:	$275,000	Strategic Objective:	Financial & Environmental Sustainability
Source of funds:	IWA Customer Service	Fund-Org-Object Reference:	8106714-524020, 8106714-524022, 8106714-524002

Additional Financial Details:

SERVICES	IWA ACCOUNT	FY 25/26 BUDGETED AMOUNT
Bill Redesign (As-Needed)	8106714-524002	$10,000
Printing and Reproduction for bills, notices and bill inserts	8106714-524022	$55,000
Postage for regular bills, notices and bill inserts	8106714-524020	$180,000
PSA allowance for special mailing & projects	8106714-524022	$30,000
	Total	$275,000

Bill data processing, printing and mailing services are projected at $245,000 for Fiscal Year 2025-2026. The $30,000 difference between the budgeted cost and the annual compensation limit is to account for future increase in mailing cost and to reflect additional compensation paid directly by other City departments when utilizing IWA for billing inserts and special notices.

ATTACHMENTS:

Attachment 1 - Professional Services Agreement InfoSend Inc. Final
Attachment 2 - Request for Proposals - Utility Bills Printing and Mailing
Attachment 3 - InfoSend Inc. Proposal

APPROVAL(S):

Reymundo Trejo, P.E., IWA General Manager	Approved - 21 May 2025
Jennifer A. Mizrahi, Assistant City Attorney	Approved - 27 May 2025
Ruby D. Walla, Director of Finance	Approved - 27 May 2025
Bryan H. Montgomery, City Manager	Approved - 27 May 2025

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE INDIO WATER AUTHORITY,
A JOINT POWERS AUTHORITY

AND

INFOSEND, INC.
A PRIVATELY HELD CALIFORNIA CORPORATION

Form Approved 09/01/2022

PROFESSIONAL SERVICES AGREEMENT
FOR UTILITY BILLING FILE TRANSFER AND DATA PROCESSING, BILL PRODUCTION, PRINTING, MAILING AND ARCHIVING SERVICES
BETWEEN THE INDIO WATER AUTHORITY AND INFOSEND INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the INDIO WATER AUTHORITY ("Authority"), a joint powers authority and INFOSEND, INC., a privately-held California Corporation ("Consultant"). For the purposes of this Agreement Authority and Consultant are sometimes hereinafter referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

1. Authority has sought by request for proposals the performance of the providing utility billing file transfer and data processing, bill production, printing, mailing and archiving services, defined and described particularly in Section 2, "Scope of Services and Schedule of Performance" of this Agreement.

2. Consultant was selected by Authority to perform those services.

3. Consultant was selected by Authority on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

4. Pursuant to the Chapter 33 of the Indio Municipal Code, Authority has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.

5. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 "Scope of Services and Schedule of Performance" of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and 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:

SECTION 1. TERM OF AGREEMENT

(a) Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is through June 30, 2028 commencing on Effective Date, and may be extended by the Authority, at its sole discretion, for two (2) additional, one (1) year terms, on the same terms and conditions set forth herein.

(b) The Executive Director may, in his or her sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4 "Compensation and Method of Payment."

(c) Consultant acknowledges that the Agreement term may extend over multiple Authority fiscal years, and that work and compensation under this Agreement is contingent on the Authority's Governing Board ("Board") appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the Executive Director at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. Authority is not obligated to pay Consultant for any amounts not duly appropriated and authorized by Board.

SECTION 2. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

(a) SCOPE OF SERVICES. Subject to this Agreement, all addendums and exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and the Authority agrees to retain and does hereby retain Consultant for the Services.

(b) SCHEDULE OF PERFORMANCE. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The Authority, in its sole discretion, may choose not to enforce Section 21, "Default" of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $275,000 per fiscal year, and a total not to exceed $825,000 for the term of the agreement, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. Payment shall be made in accordance with Authority's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section

24, "Notices" hereof. Under no circumstances shall the total amount paid to Consultant under this Agreement exceed the Executive Director's authority under Indio Municipal Code Section 33.116 (C)(2) without approval by the Board.

(b) Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subconsultant contracts. Subconsultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. Authority 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. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority 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.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) If this Agreement is extended pursuant to Section 1 "Term of Agreement," the Authority shall pay the same rates specified in Exhibit "B" "Compensation."

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Authority may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Authority shall reject or finally accept Consultant's work within sixty (60) days after submitted to Authority. Authority shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant

in the course of providing the Services pursuant to this Agreement shall become the sole property of Authority and may be used, reused or otherwise disposed of by Authority without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Authority all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Authority utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

(a) INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT. For no additional compensation, Consultant hereby assigns to Authority all of Consultant's rights, title, and interest in and to the content of all deliverable materials created by Consultant or its employees, agents, or subconsultants, including copyrights, in connection with the Services performed under this Agreement. Consultant shall promptly execute and deliver, and shall cause its employees, agents, and subconsultants to promptly execute and deliver, upon request by the Authority or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Authority, its successors and assigns, all right, title and interest in and to the content of the deliverable materials. For purposes of this section deliverable materials includes all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, website, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The provisions of this paragraph are binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Authority pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records

shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Authority or its designated representative. Copies of such documents or records shall be provided directly to the Authority for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices, "Section 24," of this Agreement.

(c) Where Authority has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, Authority may, by written request, require that custody of such documents or records be given to the Authority. Access to such documents and records shall be granted to Authority, as well as to its successors in interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Authority. Consultant shall have no authority to bind Authority in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority.

(b) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall have control over the conduct of Consultant or any of Consultant's officers, employees, subconsultants or agents except as set forth in this Agreement. 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 Authority.

(c) 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 Authority's employees. Consultant expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

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. Consultant shall at all times faithfully, competently and to

the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained or shall promptly obtain all necessary licenses to perform the Services set forth in this Agreement and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the Authority. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

(a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent applicable, Consultant shall defend, indemnify, and hold the Authority, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

(b) It is the understanding of Authority and Consultant that Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. 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.A. §§ 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 the Services, and should the any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

SECTION 14. CONFLICTS OF INTEREST.

(a) 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 Authority, or which would in any way hinder Consultant's performance of the Services. 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 Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

(b) Authority understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of Authority relative to such projects. Any future position of Authority on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Authority understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; 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 Authority without prior written authorization from the Executive Director, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the Executive Director or unless requested by the General Counsel of Authority, voluntarily provide 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 Authority notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this Agreement, then Authority 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 Authority should Consultant, its officers, employees, agents or subconsultants 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 thereunder. Authority 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 Authority and to provide Authority 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 Authority to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries (including, without limitation, injury to or death of an employee of Consultant or subconsultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation), damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of Services by Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.

(b) INDEMNIFICATION FROM SUB-CONSULTANTS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the

Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Authority as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and this section.

(c) Notwithstanding anything to the contrary in this Agreement, the Consultant's aggregate liability arising from or relating to this Agreement shall be limited to the Service Fees that the Consultant received from the Authority in the six (6) months preceding the accrual of the claim.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the Term of this Agreement the insurance policies set forth in Addendum "1" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Authority as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Consultant agrees to provide Authority with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. Authority has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Authority, which may be given in the sole and absolute discretion of the Executive Director. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Authority to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Authority acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

If in the performance of its duties Consultant utilizes subconsultants or subcontractors, Consultant covenants that subcontracts, if any, shall contain a provision making subconsultants or subcontractors subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 17 "Insurance." The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performedby any subconsultant or subcontractor for purposes of establishing a duty of care between any subconsultant or subcontractor and the Authority.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services. Consultant shall notify Authority of any changes in Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Authority may terminate this Agreement, with or without cause, at any time by giving written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Authority.

(c) If either Consultant or Authority fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or Authority may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or Authority, all property belonging exclusively to Authority which is in Consultant's possession shall be returned to Authority. Consultant shall furnish to Authority a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

(e) Upon written notice, Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. Authority will pay to Consultant a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. Authority may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of the rescission, at which time Consultant would be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant will be entitled to an extension of time to complete performance under this Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority 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 or reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority 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 Authority may

take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the Authority to give notice of the Consultant's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Authority, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY AUTHORITY.

All public information, data, reports, records, and maps as are existing and available to Authority as public records, and which are necessary for carrying out the Services shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Authority:
Indio Water Authority
Attn: Executive Director
100 Civic Center Mall
Indio, CA 92201

To Consultant:
InfoSend, Inc.
Attn: Russ Rezai
4240 E. La Palma Ave.
Anaheim, CA 92807

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Executive Director's contracting authority under the Indio Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by Authority. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director's contracting authority under the Indio Municipal Code. All other amendments shall be approved by the Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY'S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits and Addendums, along with any amendments thereto, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and Authority prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. INCORPORATION AND CONFLICTING TERMS.

(a) The following documents are incorporated and made part of this Agreement by this reference:

1. Insurance requirements ("Addendum 1")
2. All Exhibits and Addendums
3. All amendments
4. Consultant's proposal, if any
5. Any laws, regulations, requirements, or restrictions, applicable to the funding source used by Authority to pay Consultant for any portion of work done under Agreement ("Funding Restrictions")

(b) The documents listed above shall be referred to collectively as the "Agreement Documents." The Agreement Documents are intended to be complementary, and a requirement in one Document is effective as if it appeared in all the Documents. In the event of a conflict between any of the Agreement Documents, the Documents shall be given effect in the following order: Funding Restrictions, Amendments (most recent first), this Agreement, Insurance requirements, Exhibits and Addendums, and Consultant's proposal. Where the requirements of one Document are more stringent then another the more stringent shall govern.

SECTION 35. TIME OF ESSENCE.

Time is of the essence for each and every provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FOR UTILITY BILLING FILE TRANSFER AND DATA PROCESSING, BILL PRODUCTION, PRINTING, MAILING AND ARCHIVING SERVICES
BETWEEN THE INDIO WATER AUTHORITY AND INFOSEND INC

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

INDIO WATER AUTHORITY

_____
Bryan H. Montgomery
Executive Director

ATTEST:

SECRETARY

By: _____
Sabdi Sanchez, CMC
Director of City Clerk Services

APPROVED AS TO FORM:

AUTHORITY GENERAL COUNSEL

By: _____
Steven Graham

CONSULTANT

INFOSEND, INC.

By: _____
Russ Rezai
President

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

A. File Transfer and Data Processing:

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor's server and transmit the files 24/7.

2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.

3. The vendor must provide a web-based interface to:

   a. Track the status of job types through the production process

   b. View reports

   c. Manage inserts

   d. Process exception or special handling of documents

   e. Manage ad-hoc messages displayed on job output

   f. Upload test files

4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.

5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made within the vendor's web-based interface and include a mailing status report with the confirmation.

6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.

7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.

8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.

9. Vendor must have the capability to print:

a) Intelligent bill messages based on customer type, or other parameter within the data file

b) Logos

c) Usage history graphs

d) Multiple page bills as needed

10. Vendor must provide an interface that will allow IWA to update requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow IWA to include/exclude inserts and messages based on IWA requirements including customer type, account number, or other parameter within the data file.

11. Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan (QCP) for ensuring the data, printing and mailing is error free.

12. Vendor must provide information of the process to ensure that the billing data provided is being protected from unauthorized exposure and use.

13. Vendor must provide a process of "pulling" a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

14. Vendor must provide description of printing and mailing equipment used and explain how redundancy is achieved in the event of equipment failure at the facility.

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

B. Materials

1. Vendor must support 8.5" x 11", 24# white paper stock. The Vendor must be able to reproduce preprinted and perforated paper stock that matches or exceeds the quality of the current stock, including providing the same number of preprinted colors.

2. Vendor must be able to provide:

a) A double window #10 mailing envelope, 24# white paper stock

b) A single window #9 security return envelope, 24# white paper stock

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

4. Vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process IWA bills.

5. Vendor must be able to perform intelligent/selective inserting based on customer type or other parameters provided in the data.

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor's web-based interface and available for download.

2. Vendor must supply an online interface to IWA to view the document images produced. Vendor must provide details about the interface capabilities including:

a) Screen shots of the interface

b) Search capability

c) Print capability

d) Process for viewing archived bill images

e) Process for emailing archived bill images to specific customer email addresses

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

5. Vendor document archiving system must have a secure, encrypted API to allow third party integration to access bill images.

D. USPS Presort and Mail

1. Vendor must be capable of presorting documents and including an intelligent mail barcode and maintaining CASS certification or NCOA to maximize postal discounts.

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

3. Vendor must be able to provide automated proof of delivery to the USPS.

4. Vendor must be able to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered.

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

E. Reporting

1. Vendor must provide an email confirming receipt of file transmission for data processing.

2. Vendor must provide daily production confirmation reports. This report should contain the following details, at a minimum:

a) Number of bills received for processing

b) Number of bills printed

c) Number of suppressions

d) Postage presort breakdown including actual rates

e) Inserts used and insert counts

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel

during vendor's business hours.

2. Vendor must provide procedures for providing after-hours support.

3. Vendor must provide a list of dates when vendor operations will not be conducted.

4. Vendor must provide contact points for customer service which include:

a. Primary and Backup contact individual name and role

b. Primary and Backup contact individual phone numbers and availability

c. General Support email addresses

d. Online Support via web interface

e. Escalation Contact for higher level support

f. After-Hours support contact information

5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.

6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

EXHIBIT "B"

COMPENSATION

Authority shall pay Contractor the flat rate amounts set forth in the Contractor's proposal (Price Form Attached), for the services requested by the Indio Water Authority. . In no event shall the compensation exceed $275,000 per fiscal year in a term without an amendment to this agreement.

The attached Price Form shall remain fixed for the initial three-year period. A price adjustment will be considered for each additional fiscal year term on the anniversary date of the agreement. A request for price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the agreement. If the parties are unable to agree upon proposed price adjustments, either party may opt not to renew without penalty.

Price Form

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	$ 0.00 Currently Implemented	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	$160.00	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation.	$0.0179	Per Sheet
Late Notices 8.5x11", 24# pound paper stock	$0.03	Per Sheet
Inline Inserts 8.5x11", white, 24# pound paper stock	$0.0325	Per Sheet

EXHIBIT "B"

Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	$0.0325	Per Envelope
Return Envelope Cost #9, Custom Indio, envelope with security tint.	$0.0258	Per Envelope
Flat Single Window Envelope Cost Applies only to multi-page bills that do not fit in the standard Custom Indio #10 envelope.	$0.19	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	$0.085	Per Sheet
Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.		
Delinquents (est. Volume 5,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	$0.085	Per Sheet
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	$0.085	Per Sheet
Multiple Page Mailpiece Surcharge– Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12" envelope.	$0.00 $0.35	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	$0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	$0.33	Per Reported Change
Optional Archive Fee **Images must be stored in PDF format for 60 months.**	$0.02	Per Archived PDF

ADDENDUM "1"

INSURANCE

(A) INSURANCE REQUIREMENTS. Consultant shall provide and maintain insurance, acceptable to the Authority, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. MINIMUM SCOPE OF INSURANCE. Consultant shall maintain the following types and limits of insurance.

2. MINIMUM LIMITS OF INSURANCE.

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.

AUTOMOBILE LIABILITY INSURANCE. Consultant shall maintain automobile liability 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.

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.

WORKERS' COMPENSATION INSURANCE. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 per accident or disease). Consultant shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

UMBRELLA OR EXCESS LIABILITY INSURANCE. [Optional depending on limits required]. As an option to meet the limits of insurance required by this Agreement, Consultant may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(B) OTHER PROVISIONS. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority.

(C) OTHER REQUIREMENTS. Consultant agrees to deposit with Authority, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Authority that the insurance provisions of this contract have been complied with. The Authority General Counsel may require that Consultant furnish Authority with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Upon request from the Authority, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
2. Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
4. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority 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 Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, 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 Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
6. General liability policies shall provide or be endorsed to provide that Authority 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.

REQUEST FOR PROPOSALS

For

Utility Billing, Printing and Mailing Services

Date of Issuance: March 31, 2025

RESPONSES MUST BE RECEIVED NO LATER THAN

3:00 pm, April 22, 2025

Electronic Submittal Directed to:

Josue Birruete
Customer Service Supervisor
Jbirruete@indio.org

I. STATEMENT OF PURPOSE

Indio Water Authority (IWA) invites qualified businesses (the Vendor) to submit proposals for providing high quality utility bill production, printing and mailing services for its utility bills at a competitive price. The successful Vendor will be required to execute an agreement, which is substantially in the form as set forth in Attachment B.

The intent is to select one Vendor to perform utility bill printing and mailing services for approximately 25,000 residential, commercial and institutional customers per month. Currently, IWA send approximately 25,000 bills per month in bi weekly cycles consisting of a maximum of 16,000 bills to as little as 4,000 bills. In addition, IWA sends out 5,000 delinquent notices to customers per month and sends off-cycle bills during the month as the need dictates.

Assumptions and Definitions
The following assumptions and definitions are used in preparing this document, and should be adopted in preparing any response:

- The term RFP refers to this document and all of its attachments, including any materials from IWA and relevant third parties.
- The term Proposal refers to the materials submitted in response to this RFP. The term Proposer refers to the billing vendor.

Responses will be evaluated based on the criteria outlined in this RFP. Any departure from the criteria must be clearly outlined (See Section 3 of Proposal Format).

II. BACKGROUND INFORMATION

The Indio Water Authority (IWA) has been in existence since 2000 as a subsidiary agency of the City of Indio. Its mission is to provide the City's residents, visitors and businesses with safe and reliable water, while ensuring the long-term viability of the City's water services for its users. IWA currently distributes domestic water to approximately 25,000 customer accounts within city limits; it does not provide wastewater or any other utility services.

III. SCOPE OF WORK

Note: Y = Yes, N = No, P = Possible or Alternative Approach

A. File Transfer and Data Processing:

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor's server and transmit the files 24/7.

   Indicate Y/N/P: ____
   Vendor Response:

2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.

   Indicate Y/N/P: ____
   Vendor Response:

3. The vendor must provide a web-based interface to:
   a. Track the status of job types through the production process
   b. View reports
   c. Manage inserts
   d. Process exception or special handling of documents
   e. Manage ad-hoc messages displayed on job output
   f. Upload test files

   Indicate Y/N/P: ____
   Vendor Response:

4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.

   Indicate Y/N/P: ____
   Vendor Response:

5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made withing the vendor's web-based interface, and include a mailing status report with the confirmation.

   Indicate Y/N/P: ____
   Vendor Response:

6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.

   Indicate Y/N/P: ____
   Vendor Response:

7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.

   Indicate Y/N/P: ____
   Vendor Response:

8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.

   Indicate Y/N/P: ____
   Vendor Response:

9. Vendor must have the capability to print:
   a) Intelligent bill messages based on customer type, or other parameter within the data file
   b) Logos
   c) Usage history graphs
   d) Multiple page bills as needed

   Indicate Y/N/P: ____
   Vendor Response:

10. Vendor must provide an interface that will allow IWA to update requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow IWA to include/exclude inserts and messages based on IWA requirements

including customer type, account number, or other parameter within the data file.

Indicate Y/N/P: ____
Vendor Response:

11. Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan (QCP) for ensuring the data, printing and mailing is error free.

Indicate Y/N/P: ____
Vendor Response:

12. Vendor must provide information of the process to ensure that the billing data provided is being protected from unauthorized exposure and use.

Indicate Y/N/P: ____
Vendor Response:

13. Vendor must provide a process of "pulling" a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

Indicate Y/N/P: ____
Vendor Response:

14. Vendor must provide description of printing and mailing equipment used, and explain how redundancy is achieved in the event of equipment failure at the facility.

Indicate Y/N/P: ____
Vendor Response:

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

Indicate Y/N/P: ____
Vendor Response:

B. Materials

1. Vendor must support 8.5” x 11”, 24# white paper stock. The Vendor must be able to reproduce preprinted and perforated paper stock that matches or exceeds the quality of the current stock, including providing the same number of preprinted colors.

Indicate Y/N/P: ____
Vendor Response:

2. Vendor must be able to provide:
   a) A double window #10 mailing envelope, 24# white paper stock
   b) A single window #9 security return envelope, 24# white paper stock

Indicate Y/N/P: ____
Vendor Response:

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

Indicate Y/N/P: ____
Vendor Response:

4. Vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process IWA bills.

Indicate Y/N/P: ____
Vendor Response:

5. Vendor must be able to perform intelligent/selective inserting based on customer type or other parameters provided in the data.

Indicate Y/N/P: ____
Vendor Response:

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor’s web-based interface and available for download.

Indicate Y/N/P: ____
Vendor Response:

2. Vendor must supply an online interface to IWA to view the document images produced. Vendor must provide details about the interface capabilities including:
   a) Screen shots of the interface
b) Search capability
c) Print capability
d) Process for viewing archived bill images
e) Process for emailing archived bill images to specific customer email addresses

Indicate Y/N/P: ____
Vendor Response:

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

Indicate Y/N/P: ____
Vendor Response:

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: ____
Vendor Response:

5. Vendor document archiving system must have a secure, encrypted API to allow third party integration to access bill images.

Indicate Y/N/P: ____
Vendor Response:

D. USPS Presort and Mail

1. Vendor must be capable of presorting documents and including an intelligent mail barcode and maintaining CASS certification or NCOA to maximize postal discounts.

   Indicate Y/N/P: ____
   Vendor Response:

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

   Indicate Y/N/P: ____
   Vendor Response:

3. Vendor must be able to provide automated proof of delivery to the USPS.

   Indicate Y/N/P: ____
   Vendor Response:

4. Vendor must be able to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered.

   Indicate Y/N/P: ____
   Vendor Response:

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

   Indicate Y/N/P: ____
   Vendor Response:

E. Reporting

1. Vendor must provide an email confirming receipt of file transmission for data processing.

Indicate Y/N/P: ____
Vendor Response:

2. Vendor must provide daily production confirmation reports. This report should contain the following details, at a minimum:
    a) Number of bills received for processing
    b) Number of bills printed
    c) Number of suppressions
    d) Postage presort breakdown including actual rates
    e) Inserts used and insert counts

Indicate Y/N/P: ____
Vendor Response:

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel during vendor's business hours.

Indicate Y/N/P: ____
Vendor Response:

2. Vendor must provide procedures for providing after-hours support.

Indicate Y/N/P: ____
Vendor Response:

3. Vendor must provide a list of dates when vendor operations will not be conducted.

Indicate Y/N/P: ____
Vendor Response:

4. Vendor must provide contact points for customer service which include:
    a. Primary and Backup contact individual name and role
    b. Primary and Backup contact individual phone numbers and availability
    c. General Support email addresses
    d. Online Support via web interface
    e. Escalation Contact for higher level support
    f. After Hours support contact information

Indicate Y/N/P: ____
Vendor Response:

5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.

   Indicate Y/N/P: ____
   Vendor Response:

6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

   Indicate Y/N/P: ____
   Vendor Response:

IV. PROPOSAL FORMAT

All proposals must provide specific and succinct answers to all questions and requests in the Scope of Work. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. **Please limit your proposal to 20 total pages (Arial font, size 11. Minimum margins 0.75" top, bottom, and sides).**

The proposals are to include the sections described below and must address all requested information. Any additional information that the vendor wishes to include should be included in an appendix to the proposal.

SECTION 1 – Cover Letter

Provide a brief description of the vendor and a statement of qualifications for performing the requested services. The proposal shall be signed by an official authorized to bind the Vendor and shall expressly state that the proposal is valid for 90 days.

The cover letter shall include the name and title of the RFP, the name and mailing address of the Vendor (including physical location if mailing address is a PO Box), the type of organization (e.g. California Limited Liability Company, a Professional Corporation, etc.), and the name, title, email address, and telephone number for the signatory.

SECTION 2 – Experience

Provide a summary of the Vendor's prior experience with similar projects. Vendors should have a minimum of five (5) years providing service to public agencies or utility agencies of comparable size. Summary should include specific and detailed descriptions of similar projects previously performed, project results, client name and year completed.

SECTION 3 – Scope of Work

Respond to all requirements defined in the Scope of Work. If any requirements cannot be supported, those items should be listed as exceptions. For exceptions, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-production support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also, document assumptions used in development of the work tasks, including assistance needed from IWA staff and required hardware and software.

SECTION 4 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the Scope of Work. Project schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

SECTION 5 – Project Cost

Project Cost: Data Processing, Printing, and Mailing

Provide a cost proposal for print and mail development, implementation and ongoing maintenance. Identify all costs to be billed to the project, including costs for hosting, testing and customer support. **A sample bill is included**

as "Attachment A" to this RFP which is the billing format that IWA uses and wants supported by the Proposer.

Please adhere to the table form provided below.

Initial and Ongoing Professional Services Fees			
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	$	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	$	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation.	$	Per Sheet
Late Notices 8.5x11", 24# pound paper stock	$	Per Sheet
Inline Inserts 8.5x11", white, 24# pound paper stock	$	Per Sheet
Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	$	Per Envelope
Return Envelope Cost #9, Custom Indio, envelope with security tint.	$	Per Envelope
Flat Single Window Envelope Cost Applies only to multi-page bills that do not fit in the standard Custom Indio #10 envelope.	$	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	$	Per Sheet

	Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.		
	Delinquents (est. Volume 5,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	$	Per Sheet
	Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	$	Per Sheet
	Multiple Page Mailpiece Surcharge – Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12” envelope.	$ $	Per #10 Package Per Flat Envelope
	Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	$	Per Additional Insert
	Optional Move Update Service Fees NCOALink or ACS service.	$	Per Reported Change

Optional Archive Fee Images must be stored in PDF format for 60 months.	$	Per Archived PDF

SECTION 6 – Ancillary Services

Please list other services you may want to offer. This section is optional.

SECTION 7 – References

Provide a description of projects similar in nature and scope that the Vendor has completed in the last five years. Include client names, addresses, contact person and telephone numbers. Also provide a list of customers who stopped service prior to the original contract expiration date and the reason for the contract termination if any.

Also, please list how many government agencies have discontinued your services for any reason within the past 3 years and identify those that left due to a quality, production or breach of contract issue if any.

SECTION 8 – Conflicts of Interest

Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

V. PROPOSAL REQUIREMENTS AND SUBMISSION GUIDELINES

A) TENTATIVE SCHEDULE – subject to change at IWA's discretion

Release of RFP	March 31, 2025
Questions due via e-mail	April 7 – 15, 2025
Responses to Questions	April 7 – 15, 2025
Deadline for Proposals	**April 22, 2025, 3:00 PM**
Vendor Selection & Contract Negotiations	April 23 - 25, 2025

Prepare Staff Report and Agreement	May 6, 2025
Tentative Date of Award	May 21, 2025
Tentative Project Start Date	July 1, 2025

B) QUESTIONS & ANSWERS

All questions or clarifications must be submitted in writing via e-mail by the deadline shown in the Tentative Schedule to Josue Birruete at jbirruete@indio.org. Questions with their answers will be posted on the IWA website by the date set forth in the Tentative Schedule. If sufficient adjustments or clarifications are identified, IWA may issue an addendum to this RFP.

C) PROPOSAL SUBMISSION AND DEADLINE

Proposals must be submitted electronically by **3:00 PM on April 22** using a file hosting service such as Dropbox or Google Drive just to mention a few with the name caption **"Indio Water Authority Utility Bill, Printing and Mailing Services RFP."** The submitted proposal must be shared to Jbirruete@indio.org before 3:00 p.m. on April 22 to be considered valid. Alternatively, the proposal can be emailed to be same email address if it is less than 5 MB.

All materials submitted with the proposal becomes the property of the Indio Water Authority (IWA) and will not be returned. The proposal will become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq).
IWA reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals and to waive any irregularities, if such would serve the best interest of IWA, as determined by IWA Board.

D) DISCLOSURES AND ACKNOWLEDGEMENTS

1. **Exceptions:** Please remember to describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the professional services agreement in your proposal. The nature and the scope of such exceptions may affect

the evaluation of your proposal and IWA's ability to determine whether it is possible to successfully negotiate an agreement with the Vendor.

2. **Contract Award:** The award notification will subsequently be followed by an agreement, substantially in the form set as Attachment B incorporating by reference all of the requirements, terms and conditions of the RFP and the Vendor's proposal as negotiated.

   Vendors whose proposals are not selected will be notified in writing within ten (10) business days of the IWA's Board action.

3. **Contract Period and Price Escalation:** The selected Vendor shall be designated as IWA's utility printing and mailing vendor for a minimum three-year period beginning when the contract is awarded, approximately July 1, 2025 and renewable annually. IWA shall reserve the right to award an optional two terms of one (1) year each. The fees proposed shall remain fixed for the initial three-year period. A price adjustment will be considered for each optional annual term on the anniversary date of the contract. A request for a price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the contract; IWA will be the sole judge of an acceptable annual price adjustment.

4. **Subcontracting:** The Vendor acknowledges that it may not subcontract any segment or services covered herein, without prior written approval of IWA.

VI. EVALUATION AND SELECTION PROCESS

Subject to approval by IWA, the selection of the most highly qualified vendor will be based upon the following criteria (not listed in relative order of importance):

a. Completeness of proposal
b. Understanding of IWA's requirements and needs
c. Demonstrated ability to perform requested services on a consistent, high quality basis
d. Prior experience and performance on comparable government engagements (information obtained from references)
e. Cost of Vendor's services

During the evaluation process, IWA reserves the right, where it may serve IWA's best interest, to request additional information or clarification from Proposers, or to allow corrections of errors or omissions. In addition, qualifications and references of the top Proposers will be verified.

Please Note: In an effort to maintain the integrity of the selection process, Proposers are prohibited from contact with IWA Staff and Board Members outside of the formal selection process.

The IWA Board must approve a contract award to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.

INDIO water authority

83101 AVENUE 45 • INDIO, CA • 92201-3303
www.indiowater.org

BALANCE FORWARD/ PAST DUE CHARGES	CURRENT CHARGES	TOTAL DUE	CURRENT CHARGES DUE DATE
$724.84	$224.83	$949.67	02/11/25

FAILURE TO RETURN THIS STUB WITH YOUR PAYMENT COULD RESULT IN DELAYED PROCESSING. IF PAYING IN PERSON, BRING THE ENTIRE BILL.

SERVICE ADDRESS: MONROE ST OVERPASS WEST
ACCOUNT NUMBER: 431-85056

AMOUNT ENCLOSED

IDL0117A
2000000286 11/2

CITY OF INDIO-PW
100 CIVIC CENTER MALL
INDIO CA 92201

ATTACHMENT A

00000043100008505600000009496 73

INDIO water authority

83101 AVENUE 45 • INDIO, CA • 92201-3303
OFFICE HOURS: 8am-5pm MON-FRI
BILLING INQUIRIES CALL: (760) 391-4038
PAY BY PHONE (760) 347-4958
PAY ONLINE: www.indiowater.org

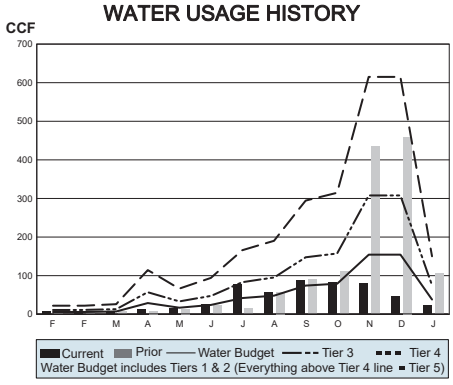
UTILITY BILL

BILLING PRINT DATE: 01/17/25
NAME: CITY OF INDIO-PW
SERVICE ADDRESS: MONROE ST OVERPASS WEST
ACCOUNT NUMBER: 431-85056
CYCLE/ROUTE: 01-01
RATE CLASS: CITY IRRIGATION
METER NUMBER: 60862890

USAGE PERIOD		DAYS	UNITS	PREVIOUS - CURRENT READ		CONSUMPTION LAST YEAR	CURRENT CONSUMPTION
12/05/24	01/07/25	33	CCF	606	629	106	23

PREVIOUS BALANCE	LAST PAYMENT AMOUNT	BALANCE FORWARD/ PAST DUE CHARGES	CURRENT CHARGES	TOTAL AMOUNT DUE	CURRENT CHARGES DUE DATE
$724.84	$315.48	$724.84	$224.83	$949.67	02/11/25

WATER USAGE HISTORY



Water Usage	This Year	Last Year
DEC	46	459
NOV	80	434
OCT	84	111

Your water efficiency rating this month is:
TIER 2: Efficient

BILL DETAILS

Water Budget for this Period	37 CCF	27,676 Gal
Water Used this Period	23 CCF	17,204 Gal
Last Payment Amount and date 12/13/24		$315.48
Balance Forward (Past Due Charges)		$724.84
BASE CHARGE		$169.26
CVWD REPLEN ASSMNT	23 CCF @ $0.1802	$4.14
TIER 1 & 2	23 CCF @ $1.41	$32.43
BF CHGE 3 & 4 "		$19.00
Total Current Charges Due On 02/11/25		$224.83
Total Amount Due		**$949.67**

To avoid a late fee of **$22.48**, the balance must be paid by the due date. We appreciate your prompt payment.

The Indio Water Authority office will be closed on February 17, 2025, in honor of President's Day. We encourage you to pay your bill online/web portal www.indiowater.org or pay by phone at (760) 347-4958.

La oficina de Indio Water Authority estará cerrada el 17 de Febrero de 2025, en honor al Día del Presidente. Lo alentamos a que pague su factura en línea/portal web en www.indiowater.org o pague por teléfono al (760) 347-4958.

This space is intended for change of mailing address purposes only.
For your convenience, e-Forms are available Online at indiowater.org

IF ANY OF THE FOLLOWING INFORMATION HAS CHANGED PLEASE INDICATE...

IWA ACCOUNT NUMBER _____

NAME _____ PHONE _____

ADDRESS _____ UNIT/APT # _____

CITY _____ STATE _____ ZIP _____

For questions regarding your service, please call the Indio Water Authority at
(760) 391-4038

Business hours, Monday-Friday 8am-5pm
Closed weekends and holidays.
For emergency after-hours service, please call (760) 391-4051.

Payment Options

Online Payment: indiowater.org
Pay by Phone: (760) 347-4958
Pay by Mail: P.O. Box 512490 Los Angeles, CA 90051-0490
Pay in Person: 83-101 Avenue 45 Indio, CA 92201 Mon-Fri 8am-5pm

NOTICE TO A CUSTOMER WITH PAST DUE CHARGES

Bills are due and payable upon receipt. Bills are considered past due twenty (20) days after presentation of the bill, and may accrue a ten (10%) percent penalty fee on the delinquent amount. Any prior balance shown on this bill is considered past due and services may be discontinued for non-payment. It is very important that the past due amount be paid in full or contact our office to make payment arrangements immediately.

If your water service is disconnected you will be required to pay your total account balance and reconnection fees before water service can be re-established.

Reconnection Charges for Non-Payment
Monday-Friday 8am-5pm. Excluding holidays $50.00
All other times $136.00

EFFECTIVE FEBRUARY 1, 2020

For a full list of rates and charges and our **Shut-Off for non-payment policy** visit **www.indiowater.org**

Help2Others ASSISTANCE PROGRAM Indio Water Authority has partnered with United Way of the Desert to create the Help2Others Customer Assistance Program to help eligible customers who are having trouble paying their water bill. For more information visit www.unitedwayofthedesert.org/help2others.

Disputes regarding charges or a request for a billing review must be made in writing. A customer may initiate a complaint or request an investigation in writing regarding the amount of a bill within fifteen (15) calendar days of receiving the bill. For the purposes of this section, a bill shall be deemed received by a customer seven (7) calendar days after mailing. The Customer Appeal Form can be found on on our website, indiowater.org. You may submit your request electronically, by mail or via email at iwa@indio.org.

Check Policy When you pay by check you expressly authorize the Indio Water Authority to electronically debit your account for the amount specified on the check. If your check is dishonored or returned for any reason a $25.00 returned payment fee will be charged to your account.

Identification All Indio Water Authority employees wear a uniform shirt and carry identification cards. You should ask for that ID before admitting anyone to be Indio Water Authority employee to your premises.

Meter Tampering Meters, meter boxes, and service laterals are the property of Indio Water Authority and are not to be tampered with or relocated by non-Authority personnel. If in the opinion of the Authority a meter or service has been damaged, or in any way defaced, the customer will be notified and held financially responsible for the unauthorized tampering of the meter.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

THE INDIO WATER AUTHORITY,
A JOINT POWERS AUTHORITY

AND

[***NAME***]
[***INSERT ENTITY TYPE AND STATE OF INCORPORATION***]

Form Approved 09/01/2022

PROFESSIONAL SERVICES AGREEMENT
FOR [Insert description of services, e.g. Accounting Services**]**
BETWEEN THE INDIO WATER AUTHORITY AND [Insert Consultant's Name]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [____] day of [_____], 20[__] ("Effective Date"), by and between the INDIO WATER AUTHORITY ("Authority"), a joint powers authority and [Insert Consultant's Name], [Insert entity, state of corporation and type of entity, e.g. a California corporation, a limited partnership, a limited liability company] ("Consultant"). For the purposes of this Agreement Authority and Consultant are sometimes hereinafter referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

1. Authority has sought by [Insert method of solicitation, e.g. issuance of request for proposals, direct contract] the performance of the [Insert same brief description as above] defined and described particularly in Section 2, "Scope of Services and Schedule of Performance" of this Agreement.

2. Consultant was selected by Authority to perform those services.

3. Consultant was selected by Authority on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

4. Pursuant to the Chapter 33 of the Indio Municipal Code, Authority has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.

5. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 "Scope of Services and Schedule of Performance" of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and 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:

SECTION 1. TERM OF AGREEMENT

(a) Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is through [Insert Date, recommend using end of current fiscal year], commencing on Effective Date, unless otherwise extended by written agreement of the Parties.

(b) The Executive Director may, in his or her sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4 "Compensation and Method of Payment."

(c) Consultant acknowledges that the Agreement term may extend over multiple Authority fiscal years, and that work and compensation under this Agreement is contingent on the Authority's Governing Board ("Board") appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the Executive Director at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. Authority is not obligated to pay Consultant for any amounts not duly appropriated and authorized by Board.

SECTION 2. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

(a) SCOPE OF SERVICES. Subject to this Agreement, all addendums and exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and the Authority agrees to retain and does hereby retain Consultant for the Services.

(b) SCHEDULE OF PERFORMANCE. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The Authority, in its sole discretion, may choose not to enforce Section 21, "Default" of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed [Insert Contract Amount], unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. Payment shall be made in accordance with Authority's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section 24, "Notices" hereof. Under no circumstances shall the total amount paid to

Consultant under this Agreement exceed the Executive Director's authority under Indio Municipal Code Section 33.116 (C)(2) without approval by the Board.

(b) Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subconsultant contracts. Subconsultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. Authority 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. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority 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.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) If this Agreement is extended pursuant to Section 1 "Term of Agreement," the Authority shall pay the same rates specified in Exhibit "B" "Compensation."

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Authority may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Authority shall reject or finally accept Consultant's work within sixty (60) days after submitted to Authority. Authority shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property

of Authority and may be used, reused or otherwise disposed of by Authority without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Authority all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Authority utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

(a) INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT. For no additional compensation, Consultant hereby assigns to Authority all of Consultant's rights, title, and interest in and to the content of all deliverable materials created by Consultant or its employees, agents, or subconsultants, including copyrights, in connection with the Services performed under this Agreement. Consultant shall promptly execute and deliver, and shall cause its employees, agents, and subconsultants to promptly execute and deliver, upon request by the Authority or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Authority, its successors and assigns, all right, title and interest in and to the content of the deliverable materials. For purposes of this section deliverable materials includes all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, website, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The provisions of this paragraph are binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Authority pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to

the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Authority or its designated representative. Copies of such documents or records shall be provided directly to the Authority for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices, "Section 24," of this Agreement.

(c) Where Authority has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, Authority may, by written request, require that custody of such documents or records be given to the Authority. Access to such documents and records shall be granted to Authority, as well as to its successors in interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Authority. Consultant shall have no authority to bind Authority in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority.

(b) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall have control over the conduct of Consultant or any of Consultant's officers, employees, subconsultants or agents except as set forth in this Agreement. 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 Authority.

(c) 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 Authority's employees. Consultant expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under

this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained or shall promptly obtain all necessary licenses to perform the Services set forth in this Agreement and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the Authority. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

(a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent applicable, Consultant shall defend, indemnify, and hold the Authority, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

(b) It is the understanding of Authority and Consultant that Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. 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.A. §§ 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 the Services, and should the any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

SECTION 14. CONFLICTS OF INTEREST.

(a) 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 Authority or which would in any way hinder Consultant's performance of the Services. 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 Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

(b) Authority understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of Authority relative to such projects. Any future position of Authority on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Authority understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; 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 Authority without prior written authorization from the Executive Director, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the Executive Director or unless requested by the General Counsel of Authority, voluntarily provide 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 Authority notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this Agreement, then Authority 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 Authority should Consultant, its officers, employees, agents or subconsultants 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 thereunder. Authority 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 Authority and to provide Authority 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 Authority to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries (including, without limitation, injury to or death of an employee of Consultant or subconsultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation), damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of Services by Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.

(b) INDEMNIFICATION FROM SUB-CONSULTANTS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Authority as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and this section.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the Term of this Agreement the insurance policies set forth in Addendum "1" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Authority as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Consultant agrees to provide Authority with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. Authority has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Authority, which may be given in the sole and absolute discretion of the Executive Director. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Authority to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Authority acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

If in the performance of its duties Consultant utilizes subconsultants or subcontractors, Consultant covenants that subcontracts, if any, shall contain a provision making subconsultants or subcontractors subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 17 "Insurance." The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performedby any subconsultant or subcontractor for purposes of establishing a duty of care between any subconsultant or subcontractor and the Authority.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services.

Consultant shall notify Authority of any changes in Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Authority may terminate this Agreement, with or without cause, at any time by giving written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Authority.

(c) If either Consultant or Authority fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or Authority may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or Authority, all property belonging exclusively to Authority which is in Consultant's possession shall be returned to Authority. Consultant shall furnish to Authority a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

(e) Upon written notice, Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. Authority will pay to Consultant a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. Authority may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of the rescission, at which time Consultant would be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant will be entitled to an extension of time to complete performance under this Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority 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 or reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority 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 Authority may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the Authority to give notice of the Consultant's default shall not be

deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Authority, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY AUTHORITY.

All public information, data, reports, records, and maps as are existing and available to Authority as public records, and which are necessary for carrying out the Services shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Authority:
Indio Water Authority
Attn: Executive Director
100 Civic Center Mall
Indio, CA 92201

To Consultant:
[Insert Consultant Name]
Attn: [Insert Appropriate Party]
Address Line
Address Line

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Executive Director's contracting authority under the Indio Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by Authority. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director's contracting authority under the Indio Municipal Code. All other amendments shall be approved by the Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY'S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits and Addendums, along with any amendments thereto, is the entire, complete, final and exclusive expression of the Parties with

respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and Authority prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. INCORPORATION AND CONFLICTING TERMS.

(a) The following documents are incorporated and made part of this Agreement by this reference:

1. Insurance requirements ("Addendum 1")
2. All Exhibits and Addendums
3. All amendments
4. Consultant's proposal, if any
5. Any laws, regulations, requirements, or restrictions, applicable to the funding source used by Authority to pay Consultant for any portion of work done under Agreement ("Funding Restrictions")

(b) The documents listed above shall be referred to collectively as the "Agreement Documents." The Agreement Documents are intended to be complementary, and a requirement in one Document is effective as if it appeared in all the Documents. In the event of a conflict between any of the Agreement Documents, the Documents shall be given effect in the following order: Funding Restrictions, Amendments (most recent first), this Agreement, Insurance requirements, Exhibits and Addendums, and Consultant's proposal. Where the requirements of one Document are more stringent then another the more stringent shall govern.

SECTION 35. TIME OF ESSENCE.

Time is of the essence for each and every provision of this Agreement.

SECTION 36. FEDERAL FUNDS.

In the event the Services are funded either in whole or in part by a federal grant, Consultant shall comply with the requirements of Addendum "2" "Federal Funds."

[SIGNATURE PAGE FOLLOWS]

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FOR [Insert description of services, e.g. Accounting Services**]**
BETWEEN THE INDIO WATER AUTHORITY AND [Insert Consultant's Name]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

INDIO WATER AUTHORITY

_____
Bryan H. Montgomery
Executive Director

ATTEST:

SECRETARY

By: _____
Sabdi Sanchez, CMC
Director of City Clerk Services

APPROVED AS TO FORM:

AUTHORITY GENERAL COUNSEL

By: _____
Steven Graham

CONSULTANT

By: _____

Its: _____

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

COMPENSATION

ADDENDUM "1"

INSURANCE

(A) INSURANCE REQUIREMENTS. Consultant shall provide and maintain insurance, acceptable to the Authority, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. MINIMUM SCOPE OF INSURANCE. Consultant shall maintain the following types and limits of insurance.

2. MINIMUM LIMITS OF INSURANCE.

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.

AUTOMOBILE LIABILITY INSURANCE. Consultant shall maintain automobile liability 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.

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.

WORKERS' COMPENSATION INSURANCE. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 per accident or disease). Consultant shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

UMBRELLA OR EXCESS LIABILITY INSURANCE. [Optional depending on limits required]. As an option to meet the limits of insurance required by this Agreement, Consultant may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(B) OTHER PROVISIONS. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority.

(C) OTHER REQUIREMENTS. Consultant agrees to deposit with Authority, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Authority that the insurance provisions of this contract have been complied with. The Authority General Counsel may require that Consultant furnish Authority with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Upon request from the Authority, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
2. Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
4. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority 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 Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, 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 Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
6. General liability policies shall provide or be endorsed to provide that Authority 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.

ADDENDUM “2"

FEDERAL FUNDS



InfoSend, Inc. Response to:

Indio Water Authority (IWA)

Request for Proposals

for

Utility Billing, Printing and Mailing Services

Due: April 22, 2025

Time: 3:00 pm

Directed to:
Josue Birruete
Customer Service Supervisor
Jbirruete@indio.org

Provided By:
Glen Everroad
Government Solutions
O: 800.955.9330 x 241
M: 949.874.4786
glen.e@infosend.com

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SECTION 1 – Cover Letter

Provide a brief description of the vendor and a statement of qualifications for performing the requested services. The proposal shall be signed by an official authorized to bind the Vendor and shall expressly state that the proposal is valid for 90 days. The cover letter shall include the name and title of the RFP, the name and mailing address of the Vendor (including physical location if mailing address is a PO Box), the type of organization (e.g. California Limited Liability Company, a Professional Corporation, etc.), and the name, title, email address, and telephone number for the signatory.

Indio Water Authority (IWA) - Josue Birruete, Customer Service Supervisor; Jbirruete@indio.org
Request for Proposals for Utility Billing, Printing and Mailing Services

InfoSend, Inc. is pleased to present this response to Indio Water Authority (IWA). InfoSend, Inc., founded in 1996, is a **privately held California corporation** with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate. **Russ Rezai has the authority to bind InfoSend and his signature is provided below This proposal is valid for 90 days.**

InfoSend provides a comprehensive outsourced bill printing, mailing, and eBilling/payments setup to over 800 clients nationwide. InfoSend's team is confident that our offering and benefits presented herein will provide Indio Water Authority and its customers with the greatest value in the market today. **InfoSend meets or exceeds the requirements specified in the scope of work.** We propose to continue to provide **Indio Water Authority's** print and mail services from our **Anaheim, California** facility, **located at 4240 E. La Palma Ave. Anaheim, CA 92807,** without the use of subcontractors for any portion of the production, including disaster recovery.

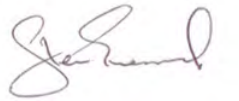
Key Advantages of InfoSend

- Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Proven experience (22+ years) of serving IWA.

- Over 220 employees across multiple states, with high employee retention ensuring clients are handled with consistent knowledge and care.
- Wholly owned and operated out of 5 regional production facilities.
- Modern Electronic Billing, Payment & Presentment platform, PCI-Level 1 certification, IVR & SMS.
- Specializes in supporting 650+ utility clients nationwide, out of our 800+ clients.
- PCI DSS Level 1 Compliant and SOC 2 Type I & II Audited as well as other regulatory compliance.

Summary
InfoSend has proudly served the Indio Water Authority since April of 2003 and we are committed to continue to perform the services and adhere to the requirements of the RFP. Our 22 years of service to the Authority makes InfoSend uniquely familiar with the Authority's billing practices and use of the SunGard-HTE software to ensure the Authority's customers receive timely and accurate billing statements. Our continued partnership ensures the Authority and its customers will continue to realize the most robust offering at the best value.

Thank you for the opportunity.

Russ Rezai
President/Authorized Signatory
russ.r@infosend.com
Office: 714.993.2690

Glen Everroad
Government Solutions/Primary Contact
glen.e@infosend.com
Mobile: 949.874.4786

SECTION 2 – Experience
Provide a summary of the Vendor's prior experience with similar projects. Vendors should have a minimum of five (5) years providing service to public agencies or utility agencies of comparable size. Summary should include specific and detailed descriptions of similar projects previously performed, project results, client name and year completed.

InfoSend has produced documents similar to the Authority's since 1997 and has provided the specific services required by this RFP to the Authority since 2003. InfoSend is uniquely experienced in providing the services required by Indio Water Authority. Leveraging our experience and understanding of the City's business rules ensures the efficient and risk-free production of the City's documents to its customers. We think that your experience working with us, our capabilities, and attentive Client Services department, is the best testament to the quality of work we perform. We have provided a list of references below featuring similar utility bill print/mail work provided, including utilities using HTE data similar to yours as well as utilities local to your area. InfoSend supports over 650 utility clients nationwide from our 5 production facilities.

SECTION 3 – Scope of Work
Respond to all requirements defined in the Scope of Work. If any requirements cannot be supported, those items should be listed as exceptions. For exceptions, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-production support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also, document assumptions used in development of the work tasks, including assistance needed from IWA staff and required hardware and software.
Note: Y = Yes, N = No, P = Possible or Alternative Approach

A. File Transfer and Data Processing

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor's server and transmit the files 24/7.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend will continue to support daily file transmission from Indio Water Authority. On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.

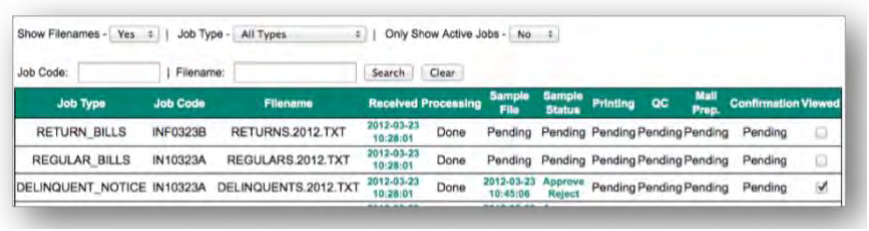
InfoSend's cloud-based Data Processing platform is a key engine in driving the overall CCM distribution platform. The Data Processing workflow has been designed from the beginning to flexibly accept client input in a wide variety of formats. While having domain expertise with clients within Government, Citations, Utility, Healthcare, Finance, Insurance, and more, InfoSend's technical experience and platform capabilities mean clients enjoy efficient and on-time implementations.

The Data Processing platform is capable of accepting data extracts from clients in a "flat-file" format (text, csv, XML, etc.), as well as in a print-ready PDF format. InfoSend has unique expertise and knowledge working with print-ready PDFs efficiently, providing clients with options to dynamically modify the PDF output before final distribution. The system is capable of accepting multiple file inputs and formats to generate a single output stream, helping clients create more informative and complete communications.

No matter the source, all data is normalized within the InfoSend database, ensuring the distribution and reporting is seamless, transparent and meets client requirements.

File Submission and Job Tracking: Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available). All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.





2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database. InfoSend's cloud-based Data Processing platform is a key engine in driving the overall CCM distribution platform. The Data Processing workflow has been designed from the beginning to flexibly accept client input in a wide variety of formats. While having domain expertise with clients within Government, Citations, Utility, Healthcare, Finance, Insurance, and more, InfoSend's technical experience and platform capabilities mean clients enjoy efficient and on-time implementations. The Data Processing platform is capable of accepting data extracts from clients in a "flat-file" format (text, csv, XML, etc.), as well as in a print-ready PDF format. InfoSend has unique expertise and knowledge working with print-ready PDFs efficiently, providing clients with options to dynamically modify the PDF output before final

distribution. The system is capable of accepting multiple file inputs and formats to generate a single output stream, helping clients create more informative and complete communications. No matter the source, all data is normalized within the InfoSend database, ensuring the distribution and reporting is seamless, transparent and meets client requirements.

3. The vendor must provide a web-based interface to: a. Track the status of job types through the production process; b. View reports; c. Manage inserts; d. Process exception or special handling of documents; e. Manage ad-hoc messages displayed on job output; f. Upload test files

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend.com Web Administration Highlights

- **Secure SaaS Cloud Solution:** Secure, hosted, infosend.com website allows clients to administer their InfoSend applications, as well as user roles and permissions from any modern web browser 24/7.
- **File Submission and Job Tracking**: Providing transparency into each file received as it progresses through data processing and manufacturing by InfoSend. Also allows clients to securely upload files via the web.
- **Sample Approval:** Optional workflow, allowing clients to view output and approve prior to manufacturing and distribution.
- **Message Manager:** Allows clients to self-administer ad-hoc and scheduled messaging on customer-facing output.
- **Insert Management:** Allows clients to requests additional materials be included with output, such as flyers, buck slips, newsletters etc.
- **Print Image Archive and Mail Tracking:** Allows clients to view images of each document produced, reprint or email the document, as well as view USPS delivery tracking information for qualified documents.
- **Support Tracking:** Allows clients to open tickets and securely communicate with InfoSend staff on change requests or issues.
- **Reporting:** Reports on the details of each client Job are posted to the website for secure viewing and download.

4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Sample Approval: This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.

Process Summary Report: The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made withing the vendor's web-based interface, and include a mailing status report with the confirmation.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend will continue to provide next business day (24-hours) turnaround time from sample approval. Additionally, the InfoSend website provides an optional workflow, allowing clients to view output and approve prior to manufacturing and distribution.

6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

As IWA's current vendor, InfoSend has established business logic rule sets for "selective" inclusion or suppression of messages or materials such as inserts or return envelopes based on IWA's requirements. Suppressions were programmed during implementation and available throughout the life of the account.

7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend currently produces the Authority's utility bills, miscellaneous bills and prints letters in support of this requirement. InfoSend provides document composition services for hundreds of utilities nationwide. Initial design is part of our implementation process. After initial implementation, should the City elect to make additional changes to the statements, InfoSend's Client Change Management process has you covered. InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend Document Design Services Highlights

- Customizable document look and feel for all clients providing "raw data" inputs, hosted and maintained by dedicated InfoSend staff.
- Experience with a wide array of industry-specific document types, including Government, Citations, Utility, Healthcare, Finance, Insurance and more.
- Client Services staff trained in the use of graphic design tools to ensure mockups are professional and accurate.
- During design and mockup, InfoSend advises on latest design best practices for consumer readability, response rate and USPS compliance.
- For documents with OCR, barcode or remittance requirements, full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live.
- Extensive experience, software and dedicated equipment for facilitation of both transactional and promotional documents: full-color Inkjet, high-capacity folding and cutting, and online tools for managing marketing copy or images.

Client Application Change Management Highlights

- Dedicated Account Manager ensures client application specific knowledge and expertise.
- All aspects of client application change requests and project history logged within InfoSend CRM.
- Account Manager builds Statement of Work (SOW), accurately capturing scope for client sign off.
- Changes made and tested within a dedicated development environment, with source control check-in.
- Transparently tracked project, with samples and mockups provided to the client for sign off.
- Strict deployment procedure, which includes options for detailed sample review on the first live run.

8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend accepts and currently supports this requirement. Should Indio Water Authority change its remit processor, InfoSend will work to provide printed samples for testing.

9. Vendor must have the capability to print: a) Intelligent bill messages based on customer type, or other parameter within the data file; b) Logos; c) Usage history graphs; d) Multiple page bills as needed

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Message Manager: This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Utility Bill Design Highlights

- Information hierarchy based on customer feedback, ensuring Amount Due and Due Date are very clear. Amount Due is placed strategically in multiple locations.
- Color schemes are utilized to enhance labeling of various services and/or charges.
- Usage and historical information are given prime real estate.
- A dynamic message area for clients to place customizable messages to all customers or customers falling under specified criteria.
- Graph done in a circular manner, utilizing multiple colors to communicate the various charges that lead to the total.
- Backside of the bill utilized to communicate details of charges and payment options, labeled with different colors by channel.
- We offer multilingual support and are able to present bills in multiple languages.

10. Vendor must provide an interface that will allow IWA to update requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow IWA to include/exclude inserts and messages based on IWA requirements including customer type, account number, or other parameter within the data file.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Message Manager: This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Insert Management: The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference. The Insert Management tool pre-populates forms with the user's information.

This tool asks users to input an insert name as well as select the type of insert. InfoSend Produced Inserts will be printed at InfoSend's facility or a local offset printing partner, Drop Shipped inserts must be sent to InfoSend, and Online Billing inserts are electronically presented. For InfoSend Produced inserts, users are able to use the automated Insert Management tool to select insert printing specifications. This form also allows users to upload artwork files for review by InfoSend's team.

The tool allows users to designate the job types inserts should be included with, as well as specify the quantity and run dates. InfoSend also enables users to utilize selective inserting. Selective inserting is a dynamic technology that specifies which inserts will be included for certain account types. Clients can also designate insert billing options on the next screen. Once the insert request has been completed, users will receive an email confirmation detailing the request. Users must authorize the confirmation before an insert request is activated.

11. Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan (QCP) for ensuring the data, printing and mailing is error free.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

12. Vendor must provide information of the process to ensure that the billing data provided is being protected from unauthorized exposure and use.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend Security Procedures Highlights

- InfoSend employs industry best practices while complying with numerous regulatory requirements for protecting client data.
- Compliant and/or audited by third parties for PCI-DSS Level 1, HIPAA, SSAE18, GLBA and FACTA.
- All Facility Physical Premises Secured
- Secure Encrypted Data Transfer and Storage Practices
- Secure Segmentation Client Data
- Secure Disposal of Client Data
- Firewalls and Web Application Security
- Background Checks and Drug Tests for All New Employees
- Annual Security Policy and Awareness Training for Employees
- Formal Suspected Breach Escalation, Review and Notification Process

13. Vendor must provide a process of "pulling" a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend does not charge a fee to pull a bill.

File Cancellation and Document Pull Request Procedures: InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

1. **File Cancellation**: These requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** These requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control, it will be moved into Mail Preparation. For this reason, Pull Document Requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be

pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

14. Vendor must provide description of printing and mailing equipment used, and explain how redundancy is achieved in the event of equipment failure at the facility.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend does not anticipate the need to purchase additional equipment to meet volume requirements as outlined in this RFP. InfoSend is vigilant in its review of available operating equipment; maintaining, servicing, and replacing equipment as necessary in order to meet the demand of our clients. Should the Indio Water Authority choose to remain with InfoSend as their print and mail vendor, the volumes from the Authority will not add undue stress to our current production.

Printers

Type	Printer	QTY	Images per hour
Full Color	Canon Colorstream 6900	1	109,080
Full Color	Canon i300	1	18,000
Full Color	Ricoh Pro VC60000	1	128,820
Full Color	Ricoh Pro VC40000	1	128,820
Full Color	Xerox Rialto 900 MP	2	54,960
Full Color	Ricoh Pro C9100	1	6,600
Monochrome	Ricoh Pro 8320	1	8,160
Full Color	Bluecrest Accellejet	1	42,960
Full Color	Riso GD9630	7	67,200
Full Color	Riso GD9150	1	9,000
Monochrome	Kodak Digimaster HD150	3	27,000

Inkjet Printing Technology

InfoSend operates roll-fed inkjet presses out of multiple facilities to enable true Disaster Recovery capabilities. Each facility uses multiple printing and inserting production lines, each that operate independently of the others in the case of equipment maintenance or downtime. Transactional documents can be printed using full-color production inkjet technology. Inserts can be digitally pre-printed as well as offset equivalent quality using the latest high-definition inkjet technology. Maintenance contracts are in place with qualified vendors for all InfoSend equipment involved in the fulfillment of client documents. InfoSend carefully selects vendors and equipment to guarantee production of documents according to the Service Level Agreement (SLA) between InfoSend and its clients.

Inserters

Inserter Type	QTY	Insertions Per Hour
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
Pitney Bowes/BlueCrest MPS Line of Inserters	1	15,000
MB Inserters	5	74,000

Envelope Manufacturing

Equipment Type	QTY	Envelopes Manufactured Per Hour
W+D Model 202	2	84,000
W+D Model 102	3	48,000
W+D Model 627	2	54,000

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner.

- **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.
- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- **Data Checks:** InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.
- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- **Uniquely Tailored QC Program:** InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.
- **Process Confirmation:** Once InfoSend has completed the distribution of the client job batch, a confirmation receipt is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the input data received.
- **Reporting:** InfoSend's platform also provides robust reporting back to clients on the output services performed. InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

B. Materials

1. Vendor must support 8.5" x 11", 24# white paper stock. The Vendor must be able to reproduce preprinted and perforated paper stock that matches or exceeds the quality of the current stock, including providing the same number of preprinted colors.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend's standard bill stock is 24 lb. white bond with a minimum 96 brightness. InfoSend will add the perforation, where needed, inline as we are printing the statements. InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production. Print statements, invoices, letters, postcards, notices, or other various documents using laser or inkjet technology: simplex, duplex, black, grayscale, black plus one or more spot colors, and full color printing, perforated and non-perforated, are all supported.

2. Vendor must be able to provide:
a) A double window #10 mailing envelope, 24# white paper stock
b) A single window #9 security return envelope, 24# white paper stock

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Effective Envelope Stock: Standard and reliable outgoing #10 and return #9 envelopes predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend can continue to provide the printing of inserts should the Authority choose to remain with InfoSend. Our Direct Communications Team is here to assist with any and all insert requests.

InfoSend Direct Communication Service Highlights

- **Single Source Production:** InfoSend produced one-time or recurring print runs for special outbound customer communications; avoid juggling vendors and excessive drop shipping costs by producing content with InfoSend.
- **High Quality Output Range:** Support for low cost black and white through full color communications on uncoated or glossy paper stock. Communication can be:
  - Buck Slips, Postcards, Letters, Flyers, Folded Brochures and more.
- **Online Management & Excellent Customer Service:** Dedicated online web request tools and support personnel that provide quotes for any required services, from artwork design through fulfillment.
- **Selective Inserting:** Support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.
- **Inline and Electronic Inserting:** Support for printing marketing materials on the fly, "inline" with customer transactional billing document, as well as show with electronic images produced by InfoSend, for just-in-time manufacturing and reduced postage costs.
- **Envelope Messaging:** Ability to apply special messages that show through windows or directly on the envelope to ensure customer visibility.

4. Vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process IWA bills.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now.

5. Vendor must be able to perform intelligent/selective inserting based on customer type or other parameters provided in the data.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend can continue to comply with this requirement. **Selective Inserting:** Support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully meets this requirement. InfoSend's Customer Communications Management (CCM) platform offers a robust, secure, redundant archive service that clients can rely upon to access documents rendered, modified or processed by InfoSend. InfoSend has built a flexible set of options to ensure clients and their customers can access documents in the context that they prefer, including in existing CIS/ERP or billing applications. InfoSend offers PDF delivery and hosted models.

With all options, InfoSend is capable of including the insert communications as additional pages in the PDF (eInserts), ensuring clients and their customers are viewing the complete document which was distributed.

2. Vendor must supply an online interface to IWA to view the document images produced. Vendor must provide details about the interface capabilities including: a) Screen shots of the interface; b) Search capability; c) Print capability; d) Process for viewing archived bill images; e) Process for emailing archived bill images to specific customer email addresses

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Fully met. This process is in place now. Screen shots were not included due to the page limit and because IWA currently uses these interfaces today.

InfoSend Archiving Services Highlights

- **Multiple Channels:** Capable of hosting documents within an InfoSend database as well as shipping PDFs via secure FTP or DVD media.
- **InfoSend Hosted Option:** Secure cloud solution where InfoSend hosts documents for a client-specified historical retention, allowing for reprints and emailing documents on demand. Upon batch completion, InfoSend will archive the documents for the client to retrieve on demand from a web interface.
- **API Access for Hosted Docs:** For clients who choose to have InfoSend host, an API is made available that enables paperless integrations with ERP/CIS/billing systems, as well as online payment providers.
- **Insert Communications Included:** The InfoSend system is also capable of including the insert communications as additional pages in the PDF (eInserts), ensuring clients and their customers are viewing the complete document which was distributed.
- **USPS Mail Tracking:** For clients using the hosted solution, USPS mail tracking info is provided for eligible First Class mail, using the IMb Tracing™ service.
- **Remit Tracking:** Also, for clients using the hosted solution, InfoSend can provide a report of checks mailed back by customers using the included remit stub. A daily report of customer mail and amounts due will be provided, assisting clients with cashflow expectations.
- **Final Document Transfer**: InfoSend can push PDFs via secure FTP in a standard or customized format, allowing clients or third parties to archive documents on other systems.

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

PIA Hosted: Search via the InfoSend Portal

For clients looking to outsource the storage and retention of past documents, the InfoSend Print Image Archive search tool is an option that is simple to set up and use. Located within the administrative InfoSend Portal already used by customers to track batches, this option provides robust search criteria along with document download and email options for archived documents. By default, InfoSend provides search criteria for Name, Account Number, InfoSend Job Code and

Date Range. In addition, InfoSend can provide 5 additional custom fields mapped to the client's data (examples: Bill Date, Due Date, Service Address, Notice ID, etc).

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

With InfoSend hosting the documents, the batches processed can be archived as long as the client requires. Fees apply based on length of time and are generally quoted as part of the contracting process.

5. Vendor document archiving system must have a secure, encrypted API to allow third party integration to access bill images.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend provides an API to its Print Image Archive (PIA) document archive which contains bill images. **Archiving and Secure Third-Party API Access:** Documents can be stored within an InfoSend archive, and may be accessed by clients via an InfoSend portal. InfoSend also has an API available, allowing any vendor the client authorizes to pull customer documents for display.

D. USPS Presort and Mail

1.Vendor must be capable of presorting documents and including an intelligent mail barcode and maintaining CASS certification or NCOA to maximize postal discounts.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully satisfies this requirement. All USPS automation, CASS, presort and IMB application is performed by InfoSend and the City will pay pass through postage costs, including all available discounts.

USPS Compliance and Efficiency Highlights

- InfoSend maintains ongoing USPS regulatory compliance and cost savings on behalf of clients, standard.
- Full Service with Intelligent Mail Barcode (IMb) certified, ensuring clients with qualified mailings receive lowest automated postage rate.
- Address validation applied via Coding Accuracy Support System (CASS) and Delivery Point Validation (DPV), improving the accuracy of addresses and lowering postage.
- Customer Move Updates optionally applied and reported via the NCOALink database or Address Change Service (ACS).
- USPS Seamless Acceptance Provider verifying mail electronically for acceptance
- Detached Mailing Unit (DMU) designation, with USPS personnel on-site at select InfoSend facilities, expediting mail entry into the USPS system and increasing overall efficiency.
- Ability to "house-hold" multiple documents intended for the same customer into a single envelope to provide postage savings.

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now. InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility that currently produces IWA's documents, located just 110 miles from IWA.

3. Vendor must be able to provide automated proof of delivery to the USPS.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now.

- Job Tracker - provides real-time production status from receipt of data through completion of production and induction of mail to the USPS. This visibility includes timestamps as well as reports throughout the process. The final timestamp and Confirmation Report are provided as the mail is entered/inducted with the USPS.

- Mail tracking data is provided by the USPS as scanned and reported at mail entry and subsequently scanned and reported at the destination Post Office. This data is made available through the client facing portal at infosend.com.
- InfoSend can also provide the detailed mailing paper work (USPS 3600 reports) as requested.

4. Vendor must be able to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend has default workflow, where applicable, to household into one envelope all statements destined for one mailing address, reducing both the number of envelopes and inserts that are used.

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now. InfoSend passes through the lowest available USPS postage rates after applying automation discounts for IWA's mailings without markup. InfoSend's invoices list the USPS postage rates realized for each job submitted by IWA.

E. Reporting

1. Vendor must provide an email confirming receipt of file transmission for data processing.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

2. Vendor must provide daily production confirmation reports. This report should contain the following details, at a minimum: a) Number of bills received for processing; b) Number of bills printed; c) Number of suppressions; d) Postage presort breakdown including actual rates; e) Inserts used and insert counts

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Process Summary Report: The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

Process Confirmation Report: The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML. This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel during vendor's business hours.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

This process is in place now. There are no per hour or incident fees and support is unlimited.

2. Vendor must provide procedures for providing after-hours support.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

InfoSend Client Services Support

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. The following describes InfoSend's standard support coverage, the services that are included as part of annual software support, a listing of call priorities and an outline of escalation procedures.

InfoSend offers emergency an after-hours support line. An after-hours answering service is available 24/7/365. The answering service contacts InfoSend employees sequentially until one receives and acknowledges the call. Requests can be answered within 4 hours. InfoSend provides escalation phone number and contacts during the implementation. After-hours support may be billable. Please note, with the extensive support hours and support channels available, the after-hours answering service being used is extremely rare.

3. Vendor must provide a list of dates when vendor operations will not be conducted.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable. InfoSend recognizes the below holidays and will be closed should they fall on a weekday.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

4. Vendor must provide contact points for customer service which include: a. Primary and Backup contact individual name and role; b. Primary and Backup contact individual phone numbers and availability; c. General Support email addresses; d. Online Support via web interface; e. Escalation Contact for higher level support; f. After Hours support contact information

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Support Channels and Availability: InfoSend provides the following methods to be reached to initiate a support request:

- 800 Toll-Free Telephone support: (800) 955-9330
- General Support Email Address via support@infosend.com
- Free electronic access 24 x 7 at www.infosend.com with the following online benefits:
    - Log, track & close support requests
    - View & update support requests
    - Access published documentation
    - Access available downloads
    - Download reports
    - View Job Tracking statistics
    - Download sample files in PDF format
    - After-hours answering service is available 24/7/365

Derek Reis (714.993.2690 x307, 8am – 4:30pm PST), IWA's Account Manager and primary point of contact, is a trusted member of the InfoSend team and will remain IWA's dedicated Account Manager going forward. Kacie Koulias (714-993-2690 x351, 730am - 4pm PST) will serve as a backup to Derek. Jessica Macklin (714-993-2690 x296, jessica.m@infosend.com) is the escalation contact for higher level support

5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

The Indio Water Authority will continue to have access to a dedicated project manager as described above. Our local staff has over 10 years of experience with the Authority's account and related services.

6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

Indicate Y/N/P: Y - ***Vendor Response:*** InfoSend meets this requirement.

Indio Water Authority is currently live on InfoSend's print/processing platform, eliminating the cost and risk of implementations and eliminating the need for weekly status updates. We are eager to once again earn the IWA's business and continue as a trusted partner.

SECTION 4 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the Scope of Work. Project schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

Because Indio Water Authority is currently live on InfoSend's print/processing platform, there is no implementation to detail.

SECTION 5 – Project Cost

Provide a cost proposal for print and mail development, implementation and ongoing maintenance. Identify all costs to be billed to the project, including costs for hosting, testing and customer support. A sample bill is included as "Attachment A" to this RFP which is the billing format that IWA uses and wants supported by the Proposer. Please adhere to the table form provided below.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	$ 0.00 Currently Implemented	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	$160.00	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation.	$0.0179	Per Sheet
Late Notices 8.5x11", 24# pound paper stock	$0.03	Per Sheet
Inline Inserts 8.5x11", white, 24# pound paper stock	$0.0325	Per Sheet

Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	$0.0325	Per Envelope
Return Envelope Cost #9, Custom Indio, envelope with security tint.	$0.0258	Per Envelope
Flat Single Window Envelope Cost Applies only to multi-page bills that do not fit in the standard Custom Indio #10 envelope.	$0.19	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	$0.085	Per Sheet
Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.		
Delinquents (est. Volume 5,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	$0.085	Per Sheet
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	$0.085	Per Sheet
Multiple Page Mailpiece Surcharge– Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12" envelope.	$0.00 $0.35	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	$0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	$0.33	Per Reported Change
Optional Archive Fee **Images must be stored in PDF format for 60 months.**	$0.02	Per Archived PDF

SECTION 6 – Ancillary Services

Please list other services you may want to offer. This section is optional.

InfoSend's Electronic Billing, Payment and Presentment (EBPP) Solution

- **Mobile-Ready Customer Engagement:** All products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging extends to the electronic channel.
- **Multi-Channel Payment Collection:** InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- **One-Time and Automatic Payments:** Allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Paperless Bill Notification and Presentment:** Notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers via the secure portal.
- **Interactive Voice Response (IVR):** Accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** Enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- **PCI-Compliant Cloud Based Solution:** Electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

SECTION 7 – References

Provide a description of projects similar in nature and scope that the Vendor has completed in the last five years. Include client names, addresses, contact person and telephone numbers. Also provide a list of customers who stopped service prior to the original contract expiration date and the reason for the contract termination if any.

InfoSend believes its 22 continuous years of service to the Indio Water Authority offers no better reference of our service and has provided below additional public agency references on the SunGard platform. InfoSend has not had a client stop service prior to the original contract expiration date in the past 5 years.

Coachella Valley Water District	760.398.2651
85-995 Avenue 52	Scott Burritt, Management Analyst
Coachella, CA 92236	sburritt@cvwd.org
"InfoSend provides us with excellent and responsive service and are our partner in customer billing and communications, we thank them for all they do." Scott Burritt, Management Analyst • **Contracted Since**: 2006 • **Billing System**: SunGard Naviline • **Volume**: 110,000 documents monthly • **InfoSend Products Used**: Data Processing Print and Mail, Print Image Archive	
City of Oceanside, CA	760.435.3809
300 North Coast Highway, Bldg. B	Darrin Eaton, IT
Oceanside, CA 92054	deaton@ci.oceanside.ca.us
• **Contracted Since**: 2011	

• **Billing System**: HTE Original Implementation, Transitioned to CIS in 2019 • **Volume**: 48,000 documents monthly • **InfoSend Products Used**: Data Processing Print and Mail	
City of Oxnard, CA	805.385.7811
251 S. Hayes Ave.	Eden Alomeri, Assistant City Treasurer/Director of Revenue and Licensing
Oxnard, CA 93030	eden.alomeri@oxnard.org
• **Contracted Since**: 2012 • **Billing System**: SunGard/Superion • **Volume**: Approximately 45,000+ Mail Pieces Monthly • **InfoSend Products Used**: Data Processing Print and Mail	
West Valley Water District	909.875.1804 ext. 303
855 W. Base Line	Jon Stephenson, M.B.A., Billing Supervisor
Rialto, CA 92377	jsteph@wvwd.org
• **Contracted Since**: 2011 • **Billing System**: HTE • **Volume**: 17,000 documents monthly • **InfoSend Products Used**: Data Processing Print and Mail	

Also, please list how many government agencies have discontinued your services for any reason within the past 3 years and identify those that left due to a quality, production or breach of contract issue if any.

InfoSend provides document production services to over 650 public agencies. Most of these public agencies purchasing regulations require regular competitive procurement processes (e.g. RFP's), some of which assign cost the greatest evaluation criteria. While InfoSend provides clients cost effective, yet sustainable prices, competitors (typically proposing to produce from lower cost states) have offered lower initial prices to win business with the intent of increasing prices over the term of the agreement. InfoSend has lost government agency clients based on pricing, with many returning to InfoSend in subsequent solicitations. InfoSend has never lost a client (government agency or private company) based on a quality, production or breach of contract in our 29 years in business.

SECTION 8 – Conflicts of Interest

Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

InfoSend Inc., its management and employees assert that we have no actual, apparent, direct, indirect or potential conflicts of interest with regards to the Indio Water Authority.

DISCLOSURES AND ACKNOWLEDGEMENTS

InfoSend respectfully requests to revise the following provisions contained within the Authority's Professional Services Agreement in a manner that is mutually agreeable to both parties. We look forward to discussing these with the Authority in further detail.

Section 4 COMPENSATION AND METHOD OF PAYMENT (c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority will ~~use its best efforts to cause Consultant to be paid~~ pay Consultant within ~~forty-five (45)~~ thirty (30) days of receipt of Consultant's correct and undisputed invoice.

Section 16 (a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries ~~(including, without limitation, injury to or death of an employee of Consultant or subconsultants),~~ liabilities ~~of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation)~~, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that directly arise out of, pertain to, or relate to, ~~directly or indirectly,~~ in whole or in part, any negligence or willful misconduct on the part of Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control, in the performance of Services ~~goods provided or performance of Services by~~ Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.

InfoSend also respectfully requests to revise the following provision contained within the Authority's Disclosures and Acknowledgements. In light of current market conditions and uncertainty, InfoSend is unable to relinquish all control over potential future price increases.

3. **Contract Period and Price Escalation:** The selected Vendor shall be designated as IWA's utility printing and mailing vendor for a minimum three-year period beginning when the contract is awarded, approximately July 1, 2025 and renewable annually. IWA shall reserve the right to award an optional two terms of one (1) year each. The fees proposed shall remain fixed for the initial three-year period. A price adjustment will be considered for each optional annual term on the anniversary date of the contract. A request for a price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the contract~~; IWA will be the sole judge of an acceptable annual price adjustment~~. If the parties are unable to agree on a price adjustment, either party may opt not to renew the Agreement without penalty.

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Contract Amendment - The Lincoln National Life Insurance Company.

RECOMMENDATION

1) Approve a contract amendment with The Lincoln National Life Insurance Company to continue providing employee disability benefits through June 30, 2028, in the amount of $220,000 for a revised contract amount of $440,000, and; 2) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds were included in the FY 2026-27 Adopted Budget in the Risk Management program and will be included in the FY 2027-28 if approved.

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

Revenue: Click or tap here to enter text.	Expenditure: 6305010-43535
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City of Chino has contracted with The Lincoln National Life Insurance Company (Lincoln) since Fiscal Year 2023-24 to provide disability benefits and leave management services to employees. This partnership has benefited the City greatly by providing a dedicated point of contact for all disability benefits and leave management services.

Previously, City staff would manage the disability leave process, including numerous, varied interactions with employees and employees' physicians to obtain information and updates to qualify for an employee's leave. Lincoln handles the entire process from start to finish, including issuing disability leave payments directly to employees. This has standardized the approval procedures for the City, resulting in an overall more efficient and improved leave management process.

ISSUES/ANALYSIS

Extending the agreement will allow the City to maintain continuity in the administration of employee disability benefits and leave management services. These services involve sensitive employee information, regulatory compliance requirements, and ongoing claim and leave case management that require consistent administration and support. Maintaining the current service provider minimizes operational disruption and ensures uninterrupted service to employees.

Staff recommends the City Council approve a contract amendment with Lincoln to increase compensation by $220,000, for a revised total contract amount of $440,000, and extending the agreement term through June 30, 2028.

Attachments: Lincoln Contract Amendment 3

AMENDMENT NO. 3

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES ("Amendment") by and between the CITY OF CHINO, a California municipal corporation ("City") and The Lincoln National Life Insurance Company (together with its affiliates and subsidiaries), a Third-party Administrative Service for leave Administration, Short- & long-term Disability ("Consultant") is effective as of the 1st day of July 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2024 ("Agreement") whereby Consultant agreed to administer leave and Short-Term Disability administrative services & insurance carrier for Long-term Disability insurance coverage services.

B. On July 1, 2025, the City and Consultant entered into a first amendment to the Agreement to renew for one additional year and increase compensation.

C. On February 17, 2026, the City and Consultant entered into a second amendment to the Agreement to renew for one additional year and increase compensation.

D. City and Consultant now desire to amend the Agreement to increase compensation by $220,000 and extend the term.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) **2.1 Contract Sum.** The Contract Sum is revised to read in its entirety as follows:

Subject to any limitations outlined in this Agreement, City agrees to pay the total compensation, including reimbursement for actual expenses, four hundred and forty thousand Dollars ($440,000) unless additional compensation is approved pursuant to Section 1.10.

(b) **3.2 Term**

The term of this Contract/Agreement shall commence as of July 1, 2026, and continue through June 30, 2028.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____
Linda Reich, City Manager

ATTEST:

_____
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____
Terry Doyle, Department Director

LINCOLN:

The Lincoln National Life Insurance Company

By:_____
Name: Mark Higgins
Title: VP, Group Underwriting

Address: 8801 Indian Hill Dive
Omaha, NE 68114-4066

_____

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approve an appropriation of $150,000 from the General Fund balance for Development Engineering General Plan Check Services for Fiscal Year 2025-26.

RECOMMENDATION

Appropriate $150,000 from the available General Fund (100) balance to the Development Engineering Program (1007010) for FY 2025-26 for additional General Plan Check Services provided by Bureau Veritas North America, Inc (Contract 2024-066) with corresponding increase to the General Fund revenue estimates in the same amount; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $150,000 from the General Fund (100) to the Development Engineering Program (1007010) for FY 2025-26 for general plan check services. Plan check services are fully recovered through user fees charged to the developers; therefore, staff will increase the FY 2025-26 revenue estimate for plan check revenue.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability

Revenue: Click or tap here to enter text.	Expenditure: 1007010 - 43570
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City frequently receives development projects that require timely and thorough engineering plan review to ensure compliance with applicable City standards, codes, and engineering requirements. Due to fluctuating project volumes, specialized technical review needs, fast-track reviews, and the importance of maintaining efficient development processing timelines, the City utilizes on-call consulting support to supplement in-house engineering staff as needed. These services provide additional capacity and specialized technical expertise to assist with plan check review, coordination with applicants and design professionals, and compliance verification for public and private improvement projects.

ISSUES/ANALYSIS

The Public Works Department collects fees from developers for engineering plan check services associated with development activity. The requested appropriation is fully offset by developer paid plan check fees.

Engineering plan check activity have exceeded prior budget projections during Fiscal Year 2025-26, resulting in the need for additional funding for consultant services through the fiscal year end. As a result, additional appropriations are needed to fund payments to Bureau Veritas North America, Inc. for engineering plan check services performed through the final two months of the fiscal year. Therefore, staff recommend that the City Council approve an appropriation of $150,000 to the Development Engineering Program for additional general engineering plan check services.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award Professional Services Agreements with Mark III Consultants, Inc. and Advanced Transportation Concepts Group, Inc. for Transportation Engineering On-Call Services.

RECOMMENDATION

1) Award Professional Service Agreements with Mark III Consultants, Inc. (Exhibit A) for $300,000, and Advanced Transportation Concepts Group, Inc. (Exhibit B) for $300,000 for a five-year term for as needed transportation engineering services, and; 2) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds, in the amount of $60,000 per fiscal year for each contract, have been included in the FY 2026-27 Adopted Budget in the Transportation Engineering Program. Sufficient funds will be budgeted in future proposed Fiscal Year Operating Budgets for both agreements.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning
- Effective Technology

Revenue: Click or tap here to enter text.	Expenditure: 3207100 - 43650
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City's Advanced Traffic Management System (ATMS) is a specialized communication network that integrates more than 150 traffic signals, 100 cameras, associated communication equipment, and the citywide fiber-optic system connected to the Traffic Management Center (TMC) at City Hall. This infrastructure supports daily traffic operations and provides essential communication services for multiple City departments.

Over the past 15 years, the City has expanded this system through development projects, capital improvement programs, and ongoing maintenance activities, establishing it as a vital utility that ensures reliable connectivity to facilities citywide. In addition to supporting Chino's traffic signal system, the citywide network provides communication services for various municipal functions, including remote City facilities, City-owned utility sites, and City parks.

ISSUES/ANALYSIS

Advanced Transportation Concepts (ATC) was instrumental in the design, implementation, and on-going operation of the City's traffic management and communication systems. ATC developed the network architecture, established system standards, integrated communication technologies, and continues to provide specialized programming, troubleshooting, and technical support services. Due to their extensive knowledge of the City's unique system configuration and infrastructure history, transitioning these services to another consultant would require significant time for system familiarization, increased costs, and will impact service reliability. ATC also provides responsive support during emergencies and is readily available after hours and on weekends when critical system issues arise. Sole sourcing these services to ATC ensures continuity of operations, rapid response to system issues, and efficient management of the City's transportation and communication networks.

Mark III Consultants, Inc. (Mark III), has also played a critical role in the development, expansion, and maintenance of the City's fiber optic and traffic signal communication systems. Since the inception of the network, Mark III has provided design support, construction oversight, communication troubleshooting, IT support, and traffic engineering services, including traffic signal design and interconnect. Their extensive institutional knowledge and hands-on experience with the City's infrastructure allow them to respond quickly to operational needs without the learning curve required of a new consultant. Mark III is also readily available after hours and on weekends to address urgent communication and infrastructure issues, helping minimize downtime of critical City services. In addition, their successful support in securing transportation grant funding has provided added value to the City. Sole sourcing these services to Mark III ensures continued reliability of critical infrastructure, minimizes service disruptions, and provides cost-effective technical support for the City's transportation network.

Staff recommend the City Council award Professional Service Agreements with Mark III Consultants, Inc. and Advanced Transportation Concepts Group, Inc., each in an amount of $300,000 over a five-year term, with annual expenditures estimated at $60,000 per fiscal year.

Attachments: Exhibit A – ATC PSA
Exhibit B – Mark III PSA

Project Name/No.: On-Call Transportation Consultation Contract No.: _____
I.T. Integration and Signal Design Services

Project Manager: PW/ Transportation Approved: _____

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
ADVANCED TRANSPORTATION CONCEPTS GROUP, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 7th day of July, 2026, ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and **Advanced Transportation Concepts Group, Inc.**, a California Corporation ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Sixty Thousand Dollars and Zero Cents ($60,000) per fiscal year** for a total contract amount not-to-exceed **Three Hundred Thousand Dollars and Zero Cents ($300,000.00)** (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, 2031, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John Thai, P.E.	President & Project Manager
(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 **Dennis Ralls, City of Chino, City Traffic Engineer** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs, the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, PE, Director of Public Works

CONSULTANT:
ADVANCED TRANSPORTATION CONCEPTS GROUP, INC.:

By:_____

Name: John Thai
Title: President

By:_____
Name:
Title:

Address: 8 Glen Ellen
Irvine, CA 92602

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

A. Fiber Optic Communications Design

Plan near and long-term communications vision for traffic engineering, Intelligent Transportation systems (ITS), law enforcement, and citywide IT applications.

Plan and design VLAN and connectivity to I.T.'s network.

Review traffic signal communications plans and schematics for Citywide projects including development projects.

Establish fiber quantity requirements and provide fiber communication plans and fiber termination schematics and specifications.

Determine how to intertie to live communication network without losing connectivity.

B. ITS Integration

Troubleshoot, furnish, program and install Ethernet switches.

Test integrity of fiber connectivity from field to TMC: end-to-end.

Furnish, program, and integrate traffic signal equipment and ITS devices.

C. Signal Design

Perform traffic signal design and communications design.

Perform design review for ITS applications including CCTV cameras, Red Light Violation Warning, License Plate Recognition, Dilemma Zone.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

FEE SCHEDULE

Staff	Rate/Hr.	Experience		CA Professional Engineer
		10+ Yrs	30+ Yrs	
Principal ITS Engineer	$180.00		X	Electrical, Traffic
Sr. Design Engineer	$125.00	X		Civil
Sr. Design Engineer	$125.00	X		Civil

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services in a timely manner in accordance with the following schedule:

*Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Managers. Consultant will coordinate with 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.: On-Call Transportation Consultation Communication Design, I.T. Integration, Signal Design Services, and T.M.C **Contract No.: _____**

Project Manager: PW/ Transportation **Approved: _____**

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
MARK III CONSULTANTS, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 7th day of July, 2026 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and **Mark III Consultants, Inc.**, a California Corporation ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated

herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing

wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Sixty Thousand Dollars and Zero Cents ($60,000) per fiscal year** for a total contract amount not-to-exceed **Three Hundred Thousand Dollars and Zero Cents ($300,000.00)** (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, 2031, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Ha	Project Manager
(Name)	(Title)
Eduardo Lopez	Principal
(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 the 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 **Dennis Ralls, City of Chino, City Traffic Engineer** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
MARK III CONSULTANTS, INC.

By:_____

Name: Eduardo Lopez
Title: Principal Engineer

By:_____

Name: Mark Ha
Title: Project Manager

Address: 148 Trellis Ln.
Irvine, CA 92620

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 products are 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

I. Geographic Information Systems (GIS) Documentation of Traffic Systems

- **Provide assistance in organizing and documentation of timing sheets, field inventory, communication schema, fiber optic splices, terminations, and other traffic systems to the City's preferred format.**
- **Development of Geographic Information Systems (GIS) datasets based on historical and collected data inventory.**
- **Design and implementation of formatted shapefiles and feature sets in ArcGIS or Geographic Information Systems (GIS) Compatible application.**
- **Support and maintenance of documentation**
- **Produce maps and exhibits as needed.**

II. Communications Design

- **Preparation of schematics and plans for communication systems including fiber optic, copper, and wireless networks.**
- **Design near – and long-term master communications for traffic engineering, Intelligent transportation Systems (ITS), law enforcement, and Information Technology (IT) applications.**
- **Plan and design network schemes and connectivity to existing network.**
- **Design interconnect network to maintain connectivity during construction.**

III. Intelligent Transportation System (ITS) Integration

- **Procurement and integration of Intelligent Transportation Systems (ITS) devices including cameras, switches, and other equipment.**
- **Test, troubleshoot, and integrate fiber network.**

IV. Design

- **Preparation of construction documents such as plans, specifications, and estimates as it relates to design of Intelligent Transportations Systems (ITS) devices, such as: cameras, video detection, switches, red light violation warning, license plate recognition, and others.**
- **Survey and design communications systems.**
- **Preparation of traffic signal design, signing, and striping plans where required by scope of work.**

V. Traffic Management Center (TMC) Integration

- **Support for Traffic Management Center (TMC) systems including hardware and software procurement and integration.**

VI. Additional Services

- **Provide staff support as needed for:**
  - **Preparation of project grant application documents.**
  - **Extension of staff as it relates to Traffic Management Center (TMC) support for traffic management and traffic signal operations, construction event management, and special event management.**
  - **Preparation of special intersection operational analyses and monitoring.**
  - **Design of traffic signal synchronization plans and preparation of before and after traffic signal synchronization measures of effectiveness.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".

II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.

IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"

City of Chino
On-Call Transportation Services

Fee Schedule

CATEGORY	BILLING RATE (STANDARD)	BILLING RATE (OVERTIME)
Support Staff	$ 140	$ 200
Analyst	$ 150	$ 210
Assistant Engineer	$ 175	$ 225
Associate/ Design Engineer	$ 200	$ 275
Senior Engineer	$ 250	$ 350
Project Manager	$ 280	$ 380
Vice President/Principal/Director	$ 325	$ 405

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

*****Finalized deadline dates will be contingent upon actualized project schedules, which shall be approved by the Project Managers. Consultant will coordinate with 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
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award a Professional Services Agreement to Mariposa Landscapes, Inc. for Landscape Maintenance Services for Medians and Reservoir Sites.

RECOMMENDATION

Award a Professional Services Agreement for $489,680.60 to Mariposa Landscapes, Inc., Irwindale, CA for a five-year term for Landscape Maintenance Services for Medians and Reservoir Sites; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds have been included in the FY2026-27 Adopted Budget in the following programs.

Fund	Annual Amount	Total 5-Year Amount
Medians & Parkways (100)	$72,616.72	$363,083.60
Water Services (520)	$25,319.40	$126,597.00
Total	**$97,936.12**	**$489,680.60**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 1007230-43580 & 5207300-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City maintains numerous landscaped median islands and reservoir sites throughout the community that require ongoing maintenance to preserve public safety, support a well maintained street visibility for motorists and pedestrians, and enhance the City's overall appearance. Routine maintenance activities include mowing, weed and pest control, trimming, irrigation system inspections and repairs, litter removal, and general landscape upkeep.

Due to the frequency and scope of services required at many of these locations, including multiple service visits per week, the City has historically utilized contract landscape maintenance services to supplement in-house operational staff. Contracted services provide the specialized equipment, staffing resources, and operational flexibility necessary to maintain these sites in a safe, efficient, and aesthetically pleasing condition.

Current Public Works staffing levels are dedicated to maintaining existing service demands and operational responsibilities throughout the City. The addition of regular median and reservoir landscape maintenance services to in-house operations would exceed available staffing capacity and would require the hiring of additional personnel, as well as the purchase of equipment and associated resources. To ensure continued, consistent maintenance of these sites in a cost-effective and efficient manner, the City issued a competitive Request for Proposals (RFP) to solicit qualified firms to provide landscape maintenance services for the City's medians and reservoir sites.

ISSUES/ANALYSIS

On May 7, 2026, the City released a Request for Proposals (RFP No. 2026-0015) for "Landscape Maintenance Services for Medians and Reservoir Sites" via PlanetBids, in accordance with City procurement policies. The City received eleven (11) proposals by the closing date of June 4, 2026.

A review committee, consisting of City staff, evaluated proposals separately to maintain confidentiality and fairness. Staff then scored these proposals using the following weighted criteria:

- Experience/Qualifications: 25%
- Past Performance/References: 25%
- Plan Methodology/Project Approach: 20%
- Quality and Responsiveness of Proposal: 15%
- Cost Evaluation: 15%

While cost is considered in the evaluation process, selection is not based solely on price. Instead, the City emphasizes overall qualifications, demonstrated performance, technical capability, and responsiveness to ensure the selected contractor can provide reliable, high-quality landscape maintenance services that meet the City's operational needs and maintenance standards.

Following evaluation, Mariposa Landscapes, Inc. received the highest average score and is recommended for contract award. Mariposa Landscapes, Inc. also provided a most robust staffing plan compared with competitors.

Evaluation Results:

RANKING	CONTRACTOR
1	Mariposa Landscapes, Inc.
2	Landscape West Management Services, Inc.
3	Merchants Landscape Services, Inc.
4	EMTS, Inc.
5	MCE Corporation
6	Inland Empire Landscape, Inc.
7	New Generation Landscape Management, Inc.
8	Azteca Landscape
9	Tropical Plaza Nursery, Inc.
10	J. Orozco Enterprises, Inc.
11	Greenfield Landscaping and Maintenance, Inc.

Staff requests City Council approval to award a Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services for Medians and Reservoir Sites for a five-year term from FY2026-27 through FY2030-31 in the amount of $489,680.60 (fixed annual amount of $97,936.12).

Attachment: Professional Services Agreement – Mariposa Landscapes, Inc.

Project Name/No.: Landscape Maintenance Services For Medians and Reservoir Sites **Contract No.: _____**

Project Manager: PW / S. Parra **Approved: _____**

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 7th day of July, 2026 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and MARIPOSA LANDSCAPES, INC., a California Corporation ("Contractor "). City and Contractor 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. Contractor , 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 Contractor 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 CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor 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, Contractor 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. Contractor shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Contractor 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 Contractor 's Proposal.

The Scope of Services shall include the scope of work included in Contractor '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.

Contractor 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, Contractor 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"). Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor 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, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor 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. Contractor 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 Contractor 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 Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor 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. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor 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 Contractor 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, Contractor 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) Contractor ’s Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor 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. Contractor 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 Contractor ’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, Contractor warrants that Contractor (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, Contractor warrants that Contractor 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 Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor ’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, Contractor 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 Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Contractor acknowledges that the City is relying on the representation by Contractor as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Contractor 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 Contractor , 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 Contractor . 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor 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 Contractor anticipates and that Contractor 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 Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty-Nine Thousand Six Hundred Eighty Dollars and Sixty Cents ($489,680.60) (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 Contractor '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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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, Contractor is certifying compliance with all provisions of the Agreement. Contractor 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 Contractor 's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor 's first invoice. If these rates change at any time during the term of the Agreement, Contractor 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 Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor 's correct and undisputed invoice; however, Contractor 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 Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor .

2.6 Contingency of Funds.

Contractor 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.

Contractor 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 Contractor , 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 Contractor , 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor '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 Contractor under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor .

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor 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 Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor , 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 Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor 's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor '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 Contractor .

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor 's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor , nor any of Contractor '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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Public Works Services Manager or any other person as may be designated by the Project Manager. It shall be the Contractor 's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor 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 Contractor .

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor , 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 Contractor 's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor .

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor , its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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 Contractor , 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Contractor 's indemnification of City, and prior to commencement of any services under this Agreement, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Contractor 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. Contractor 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. Contractor 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 Contractor , its agents, representatives, employees or subContractor s.

(c) Primary/noncontributing. Coverage provided by Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subContractor s.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor . 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. Contractor 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 Contractor ’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. Contractor agrees to ensure that its subContractor s, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor , provide the same minimum insurance coverage and endorsements required of Contractor . Contractor 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. Contractor agrees that upon request, all agreements with Contractor s, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor , the City and Contractor may renegotiate Contractor '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. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor 's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor 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, Contractor 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 Contractor , its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor 's or indemnitors' reckless or willful misconduct, or arising from Contractor 's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor 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) Contractor 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 Contractor hereunder; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor 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 Contractor and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor 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 Contractor 's business, custody of the books and records may be given to City, and access shall be provided by Contractor 's successor in interest. Notwithstanding the above, the Contractor 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.

Contractor 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. Contractor 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, Contractor

agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor , 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 Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor , and Contractor 's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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 Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor . Contractor 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) Contractor , 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 Contractor gives City notice of such court order or subpoena.

(c) If Contractor , or any officer, employee, agent or subcontractor of Contractor , provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor 's conduct.

(d) Contractor shall promptly notify City should Contractor , 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor . 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 Contractor 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 Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor 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 Contractor ’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.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor ’s acts or omissions in performing or failing to perform Contractor ’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 Contractor , 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 Contractor 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 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.

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, Contractor 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 Contractor 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 Contractor 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 Contractor , except that where termination is due to the fault of the Contractor , the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor .

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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 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.

8.2 Conflict of Interest.

Contractor 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 Contractor 's performance of services under this Agreement. Contractor 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. Contractor 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 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.

8.3 Covenant Against Discrimination.

Contractor 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. Contractor 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.

Contractor 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 Contractor 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, Contractor 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 Contractor , 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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.

Contractor '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

CONTRACTOR :
MARIPOSA LANDSCAPES, INC.

By:_____

Name:
Title:

By:_____

Name:
Title:

Address:15529 Arrow Highway
Irwindale, CA 91706

Two corporate officer signatures required when Contractor 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. **Contractor will perform the Services described in Contractor '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 Contractor without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"

SCOPE OF SERVICES

MLI will perform all landscape maintenance services as specified in RFP Section F and Exhibit D. The scope below tracks every major category in the RFP.

Site Cleanliness & Hardscape

- Weekly hardscape sweep, blow-off, and vacuuming of all median and reservoir surfaces
- Removal of all litter, flyers, decorations, and advertisements from light poles and fixtures
- Concrete V-drains, drainage facilities, and grates kept free of vegetation, debris, and algae
- Monument and sign wipe-down with clean, non-abrasive cloth
- All contractor- and user-generated trash removed and disposed of off-site by end of each service day

Tree Maintenance (Up to 18 Feet)

- Annual trimming, shaping, and thinning per ANSI A300 (2023-2024 consolidated) and ISA Western Chapter pruning standards
- Clearance: 8 ft over pedestrian walkways; 12 ft above curb and gutter for vehicular traffic
- Sucker and sprout removal; stake and tie replacement using 2" pressure-treated wood stakes and V.I.T. 32" vinyl straps
- Final cuts made without stubs to promote callous growth; no topping without City written approval
- ISA-qualified English-speaking arborist on-call; on-site within 30 minutes of contact
- Pruning tools disinfected with alcohol or bleach between cuts on fungus/disease-infected material
- All trimmings and debris removed and disposed off-site by end of each work day

Turf Maintenance

- Mowing with rotary mowers at species-appropriate heights (Perennial Rye: 1.5–2.5"; Tall Fescue: 1.75–2.5"; Bermuda: 0.25–1.0"; St. Augustine: 2.0–3.0"); no more than 1/3 of blade removed per cut
- Mechanical edging concurrent with every mow; chemical edging with non-restricted materials only where mechanical methods are impractical
- All clippings collected and removed before end of service day
- Annual dethatch/scalp (Oct 1 – Nov 30); bi-annual aeration (Mar 15 – Apr 15 and Oct 15 – Nov 15), as needed.
- Annual overseed Oct 30 – Nov 30 using perennial rye; City notified 14 days in advance, as needed.
- Granular fertilization (Turf Gold 22-5-6) on 90-day cycles at 1 lb. nitrogen per 1,000 sq. ft., as needed.

Shrub, Ground Cover & Plant Maintenance

- Regular pruning to contain size within planter limits and maintain horizontal clearance along all walkways, trails, and fence lines
- Ground cover fertilization with Landscape Color 14-14-14 during first week of April and November, as needed.
- Re-apply mulch at existing mulched areas. Keep mulch at 3". supplied by MLI
- Plant material loss reported to City within 24 hours; any plant not reported becomes MLI's replacement responsibility
- Annuals replaced a minimum of three times per year or as directed

Irrigation System Management

- Full system test and inspection monthly; schedule submitted at contract start and updated for any changes
- Monthly irrigation schedule submission (station number, water time, cycle-start time, damage/repair log).
- Emergency irrigation shutdown response within 30 minutes; emergency repairs within 1 hour; routine repairs within 24 hours
- All replacement components must be high-efficiency products approved by Public Works Services Manager
- All minor irrigation damage costs borne by MLI; MLI also responsible for any plant loss from under/over-watering

Weed, Disease & Pest Control

- Pre-emergent crabgrass control applied Jan 15 – Feb 15 in all fescue areas
- Broadleaf pre-emergent applied Nov 1 – 30 citywide
- Broad-spectrum fungicide applied in December and June at manufacturer-recommended rates
- Post-emergent applications as needed year-round to maintain weed-free condition
- All gopher mounds removed
- All applications conducted under supervision of a Certified Applicators (QAL) under MLI's in-house licensed PCA; NOI filed with County 7 days prior; records retained minimum 2 years

Technical Approach & Methods

Crew Deployment & Local Operations Base

MLI operates a dedicated yard facility at **13333 S. Central Ave, Chino, CA 91710** — approximately 400 feet from one of the contracted median sites. MLI has operated continuously from this location for **over three years.** This proximity directly benefits the City: crew mobilization is near-instant, emergency response times are minimized, equipment and materials are staged on-site, and there is no meaningful travel delay between the yard and any median or reservoir site in the contract area.

MLI proposes a dedicated 2-person crew servicing all designated median and reservoir sites 2 days per week on a fixed, City-approved schedule (Monday–Friday). The same crew will be assigned consistently to build site familiarity and a clear sense of ownership. A bilingual crew leader/foreman will be present on-site. The account manager will accompany City representatives on the required weekly inspection tour.

Supervision, Reporting & Communication

MLI's designated Contractor Representative (Account Manager) will be accessible Monday–Friday during regular business hours. The Account Manager will contact the City's Public Works Services Manager or designee daily to submit Daily Activity Maintenance Reports, return public calls, and address any emerging issues. All reports will document scope, location, personnel, and any observations requiring City attention — in a format pre-approved by the Public Works Services Manager.

Chemical Application Protocol

All chemical programs are developed and overseen by MLI's in-house licensed Pest Control Advisor (PCA). The PCA writes all weed control and pest management recommendations. Our team will file all Notices of Intent with the City and San Bernardino County Department of Agriculture (minimum 7 days in advance), and maintains the required application records for a minimum of 2 years. No restricted or non-restricted material is applied without prior written City authorization. Spray pattern colorant is used as directed. Drift is controlled to within 6 inches of target areas.

Traffic Control

All median operations comply with the W.A.T.C.H. handbook (latest edition). Lane closure permits are obtained from the City's Traffic Engineer no less than 7 days prior to any closure. Illuminated arrow boards, delineators, and signage are deployed at all roadway-adjacent work sites. No material or equipment will obstruct traffic lanes at end of day.

Emergency Response

MLI maintains 24/7 emergency contact availability. Qualified personnel and equipment will be dispatched to reach any site within 1 hour of an after-hours emergency call. For irrigation emergency shutdowns, MLI will respond within 30 minutes. The City will be provided current contact names and phone numbers for emergency response, updated in writing within 12 hours of any change.

Performance Benchmarks

MLI operates on a performance-based work ethic. The benchmarks below are aligned to the RFP's contractual standards and reflect our internal service targets — not just contractual minimums.

Service Area	Metric	Standard
Turf Mowing	Completion vs. schedule	100% on scheduled day
Irrigation	Monthly inspection	100% of systems tested monthly
Emergency Response	On-site arrival	Within 1 hour of City call
Deficiency Correction	Time to resolve	Within 48 hours of notice
Rodent/Pest Control	Gopher mound removal	Within 24 hours of observation
Irrigation Shutdown	Emergency shutdown	Within 30 minutes
Complaint Resolution	Response & correction	Within 48 hours
Chemical NOI	Advance notice to City/County	7 days prior to application

MLI will conduct an internal self-inspection of all sites weekly prior to the City's joint inspection, allowing deficiencies to be resolved proactively. The crew leader will document and report any deferred maintenance, plant loss, or system damage to the City within 24 hours of discovery.

Innovation

GPS Fleet & Crew Tracking

Majority of MLI service vehicles are GPS-tracked, and all field staff use a GPS-enabled timecard system. This provides real-time visibility into crew location, time on-site, and route adherence. MLI can provide the City with periodic location and time-on-site reports upon request.

Smart Irrigation Upgrade Capability

MLI has in-house capability to design and install weather-based (ET) smart irrigation controllers where the City determines an upgrade is beneficial. These systems automatically adjust run times based on evapotranspiration data, reducing water consumption and preventing over- or under-watering. In addition, our team consist of numerous Certified Water Manager (CWM), who is able to improve or maximize the efficiency of water usage. Upgrades would be executed via change order, with all equipment selections pre-approved by the Public Works Services Manager

In-House Licensed Pest Control Advisor

MLI employs 2 licensed PCA directly on staff — not as an outside consultant. This means weed control and pest management programs are integrated into daily operations with no scheduling lag. The PCA can assess new pest or disease observations the same day they are identified and provide written recommendations to the City promptly, accelerating the authorization and treatment cycle.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Contractor 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 Contractor 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

CATEGORY I - MEDIANS

SITE	LOCATION	PRICE PER MONTH
M-1 (9 Medians) (1 Monument)	Central Ave. between Chino Ave. & Riverside Dr.	
	6,662 sq. ft. hardscape	$ 111.66
	8,636 sq. ft. artificial turf	$ 231.23
	1,233 sq. ft. planter	$ 182.52
	TOTAL: 16,531 sq. ft. TOTAL	**$** 525.41 -
M-2 (7 Medians)	Central Ave. between Riverside Dr. & Walnut Ave.	
	5,800 sq. ft. hardscape	$ 97.21
	3,025 sq. ft. artificial turf	$ 81.00
	135 sq. ft. planter	$ 22.76
	TOTAL: 8,960 sq. ft. TOTAL	**$** 200.97 -
M-3 (4 Medians) (2 Monuments)	Central Ave. between Walnut Ave. & Philadelphia St.	
	6,830 sq. ft. hardscape	$ 114.48
	8,057 sq. ft. artificial turf	$ 215.73
	1,412 sq. ft. planter	$ 192.76
	TOTAL: 16,299 sq. ft. TOTAL	**$** 522.97 -
M-4 (5 Medians)	Central Ave. between Philadelphia St. & Francis Ave.	
	6,482 sq. ft. hardscape	$ 108.64
	10,229 sq. ft. artificial turf	$ 273.89
	980 sq. ft. planter	$ 69.98
	TOTAL: 17,691 sq. ft. TOTAL	**$** 452.51 -
M-5 (3 Medians) (1 Monument)	Central Ave. between Francis Ave. & Phillips Blvd.	
	4,732 sq. ft. hardscape	$ 79.31
	17,300 sq. ft. artificial turf	$ 463.22
	165 sq. ft. planter	$ 34.14
	TOTAL: 22,197 sq. ft. TOTAL	**$** 576.67 -
M-6 (5 Medians) (1 Monument)	Philadelphia St. between Central Ave. & Benson Ave.	
	8,327 sq. ft. hardscape	$ 139.57
	6,332 sq. ft. artificial turf	$ 169.54
	539 sq. ft. planter	$ 51.78
	TOTAL: 15,198 sq. ft. TOTAL	**$** 360.89 -

M-7 (2 Medians)	Walnut Ave. between Central Ave. & Tenth St. Median Shrubs 633 sq. ft. hardscape 72 sq. ft. planter **TOTAL: 705 sq. ft.**	**TOTAL**	10.61 $ $ 22.76 **$** 33.37 **-**
M-8 (2 Medians) (1 Monument)	Ramona Ave. between Chino Hills Pkwy. & Corporate Center Ave. 800 sq. ft. hardscape 448 sq. ft. artificial turf 220 sq. ft. planter **TOTAL: 1,468 sq. ft.**	**TOTAL**	13.41 $ $ 12.00 $ 348.32 **$** 373.73 **-**
M-9 (1 Median)	Tenth St. between Guardian Way & Walnut Ave. 294 sq. ft. planter **TOTAL: 294 sq. ft.**	**TOTAL**	22.76 $ **$** 22.76 **-**
M-10 (1 Median)	Guardian Way between Vernon Ave. & Saybrook Ave. 1,890 sq. ft. planter **TOTAL: 1,890 sq. ft.**	**TOTAL**	156.01 $ **$** 156.01 **-**
M-11 (2 Medians)	Edison Ave. between Central Ave. & Oaks Ave. 4,975 sq. ft. hardscape 4,194 sq. ft. artificial turf 9,404 sq. ft. planter **TOTAL: 18,573 sq. ft.**	**TOTAL**	83.38 $ $ 112.30 $ 1,137.93 **$** 1,333.61 **-**
M-12 (2 Medians)	Edison Ave. between Oaks Ave. & Mountain Ave. 1,357 sq. ft. hardscape 402 sq. ft. artificial turf 2,604 sq. ft. planter **TOTAL: 4,363 sq. ft.**	**TOTAL**	22.74 $ $ 10.76 $ 287.67 **$** 321.17 **-**
M-13 (1 Medians)	Edison Ave. between Mountain Ave. & Cypress Ave. 990 sq. ft. hardscape 954 sq. ft. artificial turf 1,638 sq. ft. planter **TOTAL: 3,582 sq. ft.**	**TOTAL**	16.59 $ $ 25.54 $ 295.86 **$** 337.99 **-**

*All medians with artificial turf will be maintained once per week (Wednesday or Thursday).

TOTAL PRICE FOR MEDIANS PER MONTH	**$** 5,218.06
TOTAL PRICE FOR MEDIANS ANNUALLY	**$** 62,616.72

MAINTENANCE PRICE PER SQUARE FOOT, FOR ADDITIONAL AREAS ADDED TO THE AGREEMENT	**$** 0.041 / month

CATEGORY II - RESERVOIRS AND WELL SITES

RESERVOIR SITE NO.	LOCATION (PERIMETER LANDSCAPE)	SQ. FT.	PRICE PER MONTH
R-3	11840 Benson Ave. (Benson south of Francis)	2,430	$ 257.29
R-4	5251 Phillips Blvd. (S/W/C of Phillips & Central)	14,950	$ 900.00
R-5	10762 State St. (Montclair) (S/W/C of State & Benson)	4,800	$ 22.76
E.S.T.P.	Eastside Water Treatment Plant 7537 Schaefer Ave., Ontario, 91762	25,000	$ 702.31
WELL SITE NO.	**LOCATION (PERIMETER/INTERIOR LANDSCAPE)**	**SQ. FT.**	**PRICE PER MONTH**
W-19	13351 Mountain Ave. (Westside of Mountain View Park)	5,625	$ 227.59

TOTAL PRICE FOR RESERVOIRS & WELL SITE PER MONTH	$ 2,109.95
TOTAL PRICE FOR RESERVOIRS & WELL SITE ANNUALLY	$ 25,319.40

MAINTENANCE PRICE PER SQUARE FOOT, FOR ADDITIONAL AREAS ADDED TO THE AGREEMENT	$ 0.041/ month

TOTAL ANNUAL PRICE FOR MEDIANS, RESERVOIRS, AND WELL SITES	$ 87,936.12
AS-NEEDED EXTRAORDINARY ANNUAL AMOUNT	$ 10,000.00

EXTRA WORK

To be paid on a time and materials basis. Total price, in writing, will be required before authorization of Work in this category.

LABOR	PRICE PER HOUR
Foreman/Crew Leader	$ 65.00
Worker/labor	$ 48.00
Irrigation Specialist	$ 75.00
Additional employee classifications: Tree Trimmer	$ 120.00

EQUIPMENT	PRICE PER HOUR
Pickup Truck	$ 13.00
Flatbed Truck	$ 15.00
Additional Equipment classifications:	$ Per request

ADDITIONS TO THE SYSTEM

Additions to the system as needed and requested by the City. Price per square foot is required and shall be entered on the appropriate line for each Proposal Category.

ADDITIONS TO THE SYSTEM (PER SQUARE FOOT)	COST FOR ADDITIONAL ITEMS AT VARIOUS LOCATIONS
Aeration	$ 0.02/ sq ft
Artificial Turf Maintenance	$ 0.03/ sq ft/ month
Dethatching	$ 0.04/ sq ft
Fertilization of Turf, Shrubs, & Ground Cover	$ 0.02/ sq ft
Ground Cover Trimming	$ 0.02 / sq ft/ month
Hard Surface Cleaning	$ 0.03/ sq ft/ month
Hard Surface Power Wash	$ 0.05/ sq ft/ month
Overseeding	$ 0.045/ sq ft
Reseeding	$ 0.045/ sq ft
Shrub Pruning	$ 0.03 / sq ft/ month
Tree trimming	$ N/A per Sq Ft $120.00/ Hr
Turf Mowing	$ 0.01 / sq ft/ month
Vine & Hedge Trimming	$ 0.03 / sq ft/ month
Litter & Debris Pick up	$ 0.02 / sq ft/ month

EXTRAORDINARY WORK

Materials will be reimbursed at Contractor's cost or purchased by the City and supplied to the Contractor at the discretion of the Public Works Services Manager.

UNIT DESCRIPTION	UNIT PRICE
Individual Tree Trimming	$ 350.00 each
Complete Tree and Stump Removal	$ 60.00 / Diameter inch
Stump Removal Only	$ 17.00 / Diameter Inch
Tree Planting	$ Per Proposal (varies)
15 Gallon With Root Barrier	$ 220.00 each
15 Gallon Without Root Barrier	$ 120.00 each
24 Gallon With Root Barrier	$ 650.00 each
24 Gallon without Root Barrier	$ 550.00 each
Watering	$ 75.00 per hour
Emergency Work Call-Out	$ 100.00 per hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit "D-1".

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

Weekly Service Schedule

MLI proposes a 2-person dedicated crew servicing all designated areas 2 days per week on a fixed schedule approved by the City prior to contract commencement. The structure below illustrates the proposed service day allocation. Exact days of the week will be confirmed with the Public Works Services Manager at the kick-off meeting.

Visit Day (Per approved)	Service Type	Hours	Notes
Day 1 (Mon/Tue)	Turf mowing, edging, clipping removal	7:00 a.m. – 4:00 p.m.	Per City operating hour requirements
Day 1 (cont.)	Hardscape blow-off, litter removal, drain check	Concurrent	All areas cleared same day
Day 2 (Thu/Fri)	Irrigation check, weed control, shrub/tree care	8:30 a.m. – 3:00 p.m. (major streets)	Traffic control deployed as required
Day 2 (cont.)	Pest inspection, spot treatments, reporting	Concurrent	Daily Activity Report submitted

Annual Maintenance Schedule

The table below identifies all required maintenance tasks, their frequency, and the quarters in which they are performed. Filled circle (●) = task performed this quarter; half circle (◑) = task performed in specific months within the quarter; dash (–) = not scheduled this quarter. All seasonal task dates comply with RFP Section F specifications.

Task	Frequency	Jan–Mar	Apr–Jun	Jul–Sep	Oct–Dec
Mowing & Edging (turf areas)	Weekly	●	●	●	●
Hardscape Sweep / Blow-off	Weekly	●	●	●	●
Litter & Debris Removal	Weekly	●	●	●	●
Irrigation Walk-through Check	Weekly	●	●	●	●
Drain & Grate Inspection	Weekly	●	●	●	●
Full Irrigation System Test	Monthly	●	●	●	●
Irrigation Schedule Submission	Monthly	●	●	●	●
Weed Control (pre/post-emergent)	Monthly	●	●	●	●

Task	Frequency	Jan–Mar	Apr–Jun	Jul–Sep	Oct–Dec
Pest/Rodent Inspection & Treatment	Monthly	●	●	●	●
Daily Activity Reports to City	Every visit	●	●	●	●
Shrub & Ground Cover Pruning	As needed / quarterly	●	●	●	●
Tree Trimming (up to 18 ft) (clearance)	1× per year	–	●	–	–
Pre-Emergent Crabgrass (fescue)	Jan 15–Feb 15	●	–	–	–
Broadleaf Pre-Emergent	Nov 1–30	–	–	–	●
Broad-Spectrum Fungicide	Dec & Jun	◑	◑	–	◑
Fertilization – Turf (90-day cycle)	4× per year	●	●	●	●
Fertilization – Trees & Shrubs	Apr & Nov	–	●	–	●
Fertilization – Ground Cover	Apr & Nov	–	●	–	●
Aeration	2× per year	◑	◑	–	●
Dethatch / Scalp	Oct 1–Nov 30	–	–	–	●
Overseed (perennial rye)	Oct 30–Nov 30	–	–	–	●
Smart Irrigation Seasonal Adjust	Spring & Fall	–	●	–	●

All proposed schedule modifications — including those due to inclement weather — will be submitted to the Public Works Services Manager for approval prior to implementation. Missed turf maintenance operations due to weather will be rescheduled and completed within 3 working days. Operations not completed within the required timeframe will be deducted from the monthly billing statement per RFP Section F requirements.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Acceptance of State Department of Resources, Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (TRP18) Grant Funds.

RECOMMENDATION

1) Authorize the acceptance of the State Department of Resources, Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (TRP18) grant funds in the amount of $138,525; 2) establish Grant No. G7806; 3) appropriate $39,750 to the Traffic Installation – Monte Vista Avenue at Walnut Avenue Project (TR212) and appropriate $8,400 to the Pavement Improvements Zone 1 and Cypress Avenue Project (ST260); and 4) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $39,750 to Capital Improvement Program (CIP) Project TR212 and an appropriation of $8,400 to CIP Project ST260 from Grant No. G7806.

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

Revenue: 5507380-59500-G7806	Expenditure: 5507380-40010-G7806
Transfer In:	Transfer Out: Click or tap here to enter text.

BACKGROUND

CalRecycle administers the Rubberized Pavement Grant Program to encourage the use of recycled waste tires in roadway projects throughout California. Established as part of the State's waste tire recycling efforts, the program provides funding to local agencies that use rubberized asphalt in pavement rehabilitation and roadway improvements. By supporting the use of recycled tire materials, the program helps reduce landfill waste, promotes sustainable construction practices, and improves roadway infrastructure across the state.

ISSUES/ANALYSIS

On September 8, 2025, City staff applied for CalRecycle's Rubberized Pavement Grant Program (TRP18) to fund eligible pavement rehabilitation projects. The application included pavement work on Monte Vista Avenue as part of the Traffic Signal Installation – Monte Vista Avenue at Walnut Avenue Project (TR212), on Cypress Avenue as part of the Pavement Improvements Zone 1 and Cypress Avenue Project (ST260), and future improvements on Edison Avenue and Chino Avenue as part of Pavement Improvements Zone 2. Eligible work under TR212 focuses on Monte Vista Avenue between Harrison Street and Riverside Drive, while ST260 includes improvements along Cypress Avenue from Walnut Avenue to the cul-de-sac south of State Route 60. On January 20, 2026, CalRecycle notified the City that the project was selected for a funding award of $138,525.

Staff recommend that the City Council accept the grant award for pavement improvements and appropriate $39,750 to Project TR212 for Monte Vista Avenue and $8,400 to Project ST260 for Cypress Avenue. The remaining grant funds will be brought forward for appropriation at a future date when the Edison Avenue and Chino Avenue pavement improvements project is presented to City Council. Based on the grant guidelines and award amount, the City will submit a reimbursement request upon completion of the eligible project work.

Attachment: Exhibit A – Grant Application and Award Summary

Application

Generated By: Steven Galindo

Application Information

Applicant: City of Chino

Cycle Name: Rubberized Pavement Grant Program

Application Due Date: 9/11/2025

Cycle Code: TRP18

Secondary Due Date: 10/21/2025

Grant ID: 33281

Grant Funds Requested: $138,525.00

Matching Funds: $0.00 (if applicable)

Awarded Funds: $138,525.00

Project Summary: 1. TR212 - Traffic Signal Installation (Monte Vista @ Walnut): Construction Scheduled from November 2026 to March 2027, using 2,650 tons of RAC Hot-mix.
2. ST252 - Cypress Avenue Rehab: Scheduled from February 2026 to April 2026, using 560 tons of RAC Hot-mix.
3. Pavement Improvements Zone 2: Scheduled from August 2026 to November 2026, using 6,025 tons of RAC Hot mix.

Total RAC Hot-mix usage across all projects: 9,235 tons

Applicant/Participant

Name: City of Chino

Lead: X

Federal Tax ID:

Jurisdiction: Chino

County: San Bernardino

Contacts

		Prime	Second	Auth	Cnslt
Steven Galindo	Title: Management Analyst		X		
Public Works 13220 Central Avenue Chino, Ca 91710	Phone: 9093343477 Fax: Email: sgalindo@cityofchino.org				
Michelle Chapman	Title: CIP Engineering Manager	X			
Public Works 13220 Central Avenue Chino, CA 91710	Phone: 9093343389 Fax: Email: mchapman@cityofchino.org				
Hye Jin Lee	Title: Director of Public Works			X	
Public Works 13220 Central Avenue Chino, CA 91710	Phone: 9093343535 Fax: Email: Hjlee@cityofchino.org				

Budget

Category Name	Amount
Materials	$138,525.00

No Site Information Provided

Documents	Document Title	Received Date
Required		
Application Certification	City of Chino Application Certification	9/8/2025
Project Summary & Calculation	City of Chino Project Summary & Calculation	9/8/2025
Project Summary & Calculation	Approved Project Summary & Calculation	12/16/2025
Required By Secondary Due Date		

Resolution/Letter of Commitment	Resolution No.2025-066	10/15/2025

Other Supporting Document(s)

Inducement for Furthering Specific CalRecycle and Environmental Goals

Joint Powers Agreement

Letter of Designation

Memorandum of Understanding

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that its approved Resolution or Letter of Commitment must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution or Letter of Commitment is received after this date, its application will be disqualified.

EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

X Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

X Not Applicable. This application does not include any charter cities.

Does the applicant certify that all crumb rubber used in the proposed project(s) will be derived from only California-generated waste tires and processed in California? (Must answer YES in order to be eligible)

(x Yes) (No)

Does the applicant certify that binder material used in all project(s) will contain a minimum of 300 pounds (or equivalent to [15%] by weight) of the tire-derived crumb rubber per ton of rubberized binder? (Must answer YES in order to be eligible)

(x Yes) (No)

No grant eligible costs may be incurred prior to execution of the Grant Agreement and issuance of the Notice to Proceed. You may plan and bid the project, however the placement/installation of the hot-mix or chip seal material may not occur prior to the date indicated in the Notice to Proceed. Any and all otherwise eligible costs that are incurred prior to the date indicated in the Notice to Proceed will not be reimbursed. Do you acknowledge that no costs will be paid for material placed or installed prior to the date indicated in the Notice to Proceed?

(x Yes) (No)

Does your organization (and participating entities if a joint/regional application) implement best management practices for its vehicle and equipment fleet? See the Vehicle and Equipment Fleet Requirement in the Application Guidelines and Instructions document for more information, including list of recommended practices. (Must answer YES in order to be eligible)

X Yes, our organization acknowledges and implements such practices, otherwise the application will be disqualified.

(OPTIONAL) Has your organization adopted a policy that rubberized asphalt concrete (RAC) is either the default material or that an alternative bid using rubberized material will be considered for all appropriate pavement projects? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No

(OPTIONAL) Has your organization adopted a policy that tire-derived aggregate (TDA) is either the default material or that an alternative bid using TDA must be considered for all appropriate projects? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No

(OPTIONAL) Has your organization adopted a policy that it will use retread tires for all applicable fleet vehicles and equipment? (DO NOT upload your existing EPPP Policy or your Purchasing Policy.)

X No

(OPTIONAL) Tire-Derived Aggregate (TDA) is made from shredded scrap tires and is used in a wide range of construction projects. CalRecycle offers a TDA Grant Program that funds civil engineering solutions utilizing TDA. Are you interested in a TDA presentation to learn more about the uses and benefits of TDA and the CalRecycle TDA Grant Program?

(Yes) (x No)

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Amend Measure I Five-Year Capital Improvement Plan for Fiscal Year 2025-26 through Fiscal Year 2029-30.

RECOMMENDATION

Adopt Resolution No. 2026-046, rescinding Resolution No. 2025-038 and updating the Measure I Five-Year Capital Improvement Plan for Fiscal Year 2025-26 through Fiscal Year 2029-30.

FISCAL IMPACT

Adoption of Resolution No. 2026-046 updating the Measure I Five-Year Capital Improvement Plan is required to receive and expend Measure I funds. Projects identified on the Measure I Five-Year Plan are funded with restricted Measure I revenues and are included in the City's Capital Improvement Program.

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: 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 1989, San Bernardino County voters approved Measure I, supporting a half-cent sales tax in the incorporated and unincorporated areas of the County for the 20-year period between April 1, 1990, and March 31, 2010. Measure I revenues from the tax are used for transportation purposes only and may include, but are not limited to, the construction, maintenance, improvements, and operation of local streets, roads, and highways, state highways and freeways, public transit systems including rail, and related purposes. The funding derived from Measure I is managed by the San Bernardino County Transportation Authority (SBCTA). Early in the second decade of Measure I, it became apparent that continuation of the half-cent sales tax would be critical to maintaining funding for transportation projects in San Bernardino County. Ultimately, the voters of San Bernardino County approved the SBCTA Ordinance 04-01 on November 4, 2004, extending the half-cent sales tax for 30 years to March 31, 2040.

ISSUES/ANALYSIS

The Measure I Strategic Plan requires governing bodies receiving Measure I revenue from the Local Street Program to adopt a Five-Year Capital Improvement Plan annually. This plan is intended to effectively outline the specific projects upon which Measure I local pass-through funds will be expended. The City's Five-Year Measure I Capital Improvement Plan was adopted by Resolution No. 2025-038 on July 1, 2025, to represent projected spending for Fiscal Years 2026-2030.

The City's Fiscal Year 2025-26 Capital Improvement Program required additional allocation of available Measure I funds to support two (2) projects not previously listed in Resolution No. 2025-038. These projects were recently awarded to the City which is why they were not previously listed in the original Five-Year Measure I Capital Improvement Plan. Below is a summary of the projects and adjustments.

- Chino Comprehensive Safety Action Plan (MS266)

The Comprehensive Safety Action Plan (CSAP) will build upon the Local Roadway Safety Plan (LRSP) by expanding its scope and depth. While the LRSP focused primarily on local roadway safety, CSAP will incorporate a broader, systematic approach aligned with federal safety initiatives. CSAP will serve as a strategic roadmap for reducing severe and fatal collisions and improving overall transportation safety for all modes of travel. CSAP is also a requirement for future federal roadway safety improvement grant funding. The City of Chino was awarded $400,000 for the Safe Streets for All (SS4A) grant through the Federal Highway Administration. SS4A grant requires a local match of $100,000 which was supplemented with available local Measure-I funds.

- Benson Avenue Safe Routes to School Improvements Project (ST262)

The Benson Avenue Safe Routes to School Improvements Project aims to enhance pedestrian access at the intersections of Benson Avenue with Chino Avenue, D Street, C Street, and B Street. These improvements align with the City's 2016 Chino Bicycle and Pedestrian Master Plan as this residential area is in proximity to Chino High School and Allegiance STEAM Academy. The City of Chino was awarded $44,850 from the TDA Article 3 Bicycle and Pedestrian Facilities Program (TDA3) through the San Bernardino County Transportation Authority (SBCTA). TDA3 requires a local match of $20,150 which was supplemented with available local Measure-I funds.

To comply with Measure I requirements, staff recommend that the City Council rescind Resolution No. 2025-038 and adopt Resolution No. 2026-046 to update the Measure I Capital Improvement Plan Project List in line with the Council-approved FY 2025-26 appropriations.

Attachment: Exhibit A - Resolution 2026-046

RESOLUTION NO. 2026-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, RESCINDING RESOLUTION NO. 2025-038 AND ADOPTING AN UPDATED FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT PLAN AND EXPENDITURE STRATEGY FOR FISCAL YEAR 2025-26 THROUGH FISCAL YEAR 2029-30.

WHEREAS, San Bernardino County voters approved the passage of Measure I in November 2004, authorizing San Bernardino County Transportation Authority ("Authority") to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can be used only for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance 04-01 of the Authority; and

WHEREAS, the Authority's Strategic Plan requires that each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-01 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of its adopted Five-Year Capital Improvement Plan, which for the City of Chino is $383,567; and

WHEREAS, Expenditure plans of the Ordinance require each local jurisdiction receiving revenue from the Local Streets Program to expend those funds pursuant to a Five-Year Capital Improvement Plan adopted annually by resolution of the local jurisdiction; and

WHEREAS, the Authority also requires that each local jurisdiction prepare an Expenditure Strategy.

NOW, THEREFORE, THE CHINO CITY COUNCIL, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. That the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2025-26 through Fiscal Year 2029-30, copies of which are attached to this Resolution, are hereby adopted.

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and thereupon and thereafter the same shall take effect and be in full force.

SECTION 3. Resolution No. 2025-038 is hereby rescinded.

APPROVED AND ADOPTED THIS 7th DAY OF JULY 2026.

EUNICE ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Attachment A: Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2025-26 through Fiscal Year 2029-30.

Resolution Number:	2026-046
Resolution Approval Date:	7/1/2025
Contact Person/Title:	Steven Galindo, Management Analyst
Phone:	909.334.3477
Email:	sgalindo@cityofchino.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2025/2026 thru 2029/2030

Jurisdiction:

Chino

6/30/25 Carryover Balance **$2,362,619.22**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	FY2029/30 Est. Revenue	Total Est. Rev.
						$2,413,663	**$2,480,762**	**$2,550,221**	**$2,622,387**	**$2,697,646**	**$12,764,678**
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	**Total**
C7053/TR131- Traffic Signal Modification at Riverside Drive and Ramona Avenue	No	Yes	0.0%	0.0%	$331,758	$23,566	$1,000,000	$0	$0	$0	**$1,023,566**
TR221 CCTV Camera Installation - Phase 3	No	No	0.0%	0.0%	$220,000	$123,132	$0	$0	$0	$0	**$123,132**
TR250 CCTV Camera Installation- Phase 4	No	No	0.0%	0.0%	$225,000	$200,000	$0	$0	$0	$0	**$200,000**
TR212 Traffic Signal Installation Monte Vista Ave at Walnut Ave	No	Yes	0.0%	0.0%	$3,500,000	$509,000	$0	$0	$0	$0	**$509,000**
ST061 Pine Ave Connection SR71	No	No	64.8%	35.2%	$39,292,000	$0	$0	$0	$0	$0	**$0**
Maint. 7120-Traffic Control	No	No	0.0%	0.0%	$316,000	$316,000	$316,000	$316,000	$0	$0	**$948,000**
Maint. 7140-Asphalt Maint	No	No	0.0%	0.0%	$512,000	$512,000	$512,000	$512,000	$0	$0	**$1,536,000**
Maint. 7150-Concrete Maint	No	No	0.0%	0.0%	$564,502	$564,502	$564,502	$564,502	$0	$0	**$1,693,506**
Reimb. R7231-Chino Hills Parkway Pavement Rehabilitation	No	Yes	0.0%	0.0%	$653,000	$652,196	$0	$0	$0	$0	**$652,196**
MS232 Chino Spectrum Traffic Study	No	No	0.0%	0.0%	$150,000	$37,847	$0	$0	$0	$0	**$37,847**
MS236 Traffic Signal Synchronization Plan	No	No	0.0%	0.0%	$150,000	$141,000	$0	$0	$0	$0	**$141,000**
NC251 - Citywide Slurry FY2025	No	No	0.0%	0.0%	$1,200,000	$281,250	$0	$0	$0	$0	**$281,250**
ST232 - Kimball Ave. Preserve Improvements	No	No	0.0%	0.0%	$2,500,000	$36,150	$0	$0	$0	$0	**$36,150**
ST241 - Local Street Rehabilitation FY2024	No	No	0.0%	0.0%	$5,000,000	$155,099	$0	$0	$0	$0	**$155,099**
ST242 - College Park Roundabout Improvements	No	No	0.0%	0.0%	$1,000,000	$350,000	$0	$0	$0	$0	**$350,000**
ST251 - Local Street Rehab FY2025	No	Yes	0.0%	0.0%	$403,750	$326,700	$0	$0	$0	$0	**$326,700**
TR251 - FY25 Traffic Signal Interconnect	No	No	0.0%	0.0%	$225,000	$150,000	$0	$0	$0	$0	**$150,000**
TR260 - FY26 Traffic Signal Interconnect	No	No	0.0%	0.0%	$143,500	$143,500	$0	$0	$0	$0	**$143,500**
TR261 - Pedestrian Improvements - Yorba @Walnut	No	Yes	0.0%	0.0%	$571,120	$377,520	$0	$0	$0	$0	**$377,520**
Central Avenue Traffic Signal Safety Improvements	No	No	0.0%	0.0%	$250,000	$25,000	$0	$0	$0	$0	**$25,000**
WA223 - Water Main Line Replacement Russell Ave.	No	No	0.0%	0.0%	$156,000	$156,000	$0	$0	$0	$0	**$156,000**
MS266 - Chino Comprehensive Safety Action Plan	No	Yes	0.0%	0.0%	$500,000	$0	$75,000	$25,000	$0	$0	**$100,000**
ST262 - Safe Routes to School Improvements Benson Ave	No	Yes	0.0%	0.0%	$65,000	$0	$20,150	$0	$0	$0	**$20,150**
ST252 - Cypress Avenue Rehab	No	Yes	0.0%	0.0%	$17,206	$17,206	$0	$0	$0	$0	**$17,206**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
					Projects Total:	$5,097,668	$2,487,652	$1,417,502	$0	$0	**$9,002,822**

Total Programming is currently **60%** ***(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)***

Total Estimated Programming: **$9,002,822**

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Adopt Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2026-27 through Fiscal Year 2030-31.

RECOMMENDATION

Adopt Resolution No. 2026-047, approving the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2026-27 through Fiscal Year 2030-31.

FISCAL IMPACT

Adoption of the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy is required to receive and expend Measure I funds. Projects identified on the Measure I Five-Year Plan are funded with restricted Measure I revenues and are included in the FY 2026-27 Adopted Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- 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.

BACKGROUND

In November 1989, San Bernardino County voters approved Measure I, supporting a half-cent sales tax in the incorporated and unincorporated areas of the County for the 20-year period between April 1, 1990, and March 31, 2010. Measure I revenues from the tax are used for transportation purposes only and may include, but are not limited to, the construction, maintenance, improvements, and operation of local streets, roads, and highways, state highways and freeways, public transit systems including rail, and related purposes. The funding derived from Measure I is managed by the San Bernardino County Transportation Authority (SBCTA). Early in the second decade of Measure I, it became apparent that continuation of the half-cent sales tax would be critical to maintaining funding for transportation projects in San Bernardino County. Ultimately, the voters of San Bernardino County approved SBCTA Ordinance 04-01 on November 4, 2004, extending the half-cent sales tax for 30 years to March 31, 2040.

ISSUES/ANALYSIS

The Measure I Strategic Plan requires governing bodies receiving Measure I revenue from the Local Pass-Through Program to adopt a Five-Year Capital Improvement Plan annually. This plan is intended to effectively outline the specific projects upon which Measure I local pass-through funds will be expended. Moreover, the Measure I Five-Year Capital Improvement Plan includes a five-year period from Fiscal Year 2026-27 through Fiscal Year 2030-31.

The City is obligated to annually adopt by resolution a Five-Year plan and expenditure strategy. Specifically, the Capital Improvement Plan acknowledges that the City will maintain the general fund expenditures within the said fiscal year at the required Maintenance of Effort (MOE) base year level for construction and maintenance projects related to transportation. Therefore, the City of Chino must spend at least $383,567 annually from its General Fund until the year 2040 to receive its share of the Measure I funding.

In addition, agencies shall also adopt an Expenditure Strategy statement detailing the City's approach to spending the funds and must be included with the Five-Year Capital Improvement Plan.

The projects included in the Measure I Local Pass-Through Program Five-Year Capital Improvement Plan do not reflect the City's entire Capital Improvement Program. Rather the plan consists of projects that receive partial or full funding from Measure I Local Pass-Through funds and adhere to the Expenditure Strategy statement.

Attachment: Exhibit A – Resolution 2026-047

RESOLUTION NO. 2026-047

A RESOLUTION OF THE CHINO CITY COUNCIL, ADOPTING THE MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLAN AND EXPENDITURE STRATEGY FOR FISCAL YEAR 2026-27 THROUGH FISCAL YEAR 2030-31.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing San Bernardino County Transportation Authority ("Authority") to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can be used only for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Authority's Measure I Strategic Plan requires that each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-01 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of its adopted Five-Year Capital Improvement Plan, which for the City of Chino is $383,567; and

WHEREAS, Expenditure plans of the Ordinance require each local jurisdiction receiving revenue from the Local Streets Program to expend those funds pursuant to a Five-Year Capital Improvement Plan adopted annually by resolution of the local jurisdiction; and

WHEREAS, the Authority also requires that each local jurisdiction prepare an Expenditure Strategy.

NOW, THEREFORE, THE CHINO CITY COUNCIL, HEREBY RESOLVES AS FOLLOWS:

1. That the Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2026-27 through Fiscal Year 2030-31, copies of which are attached to this Resolution as Attachment A, are hereby adopted.

2. That the City Clerk shall certify the passage and adoption of this Resolution and thereupon and thereafter the same shall take effect and be in full force.

APPROVED AND ADOPTED THIS 7th DAY OF JULY, 2026.

EUNICE ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Attachments A - Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2026-27 through Fiscal Year 2030-31.

CITY OF CHINO

MEASURE I CAPITAL IMPROVEMENT PLAN EXPENDITURE STRATEGY

(FISCAL YEAR 2026-27 THROUGH FISCAL YEAR 2030-31)

Over the next five years, the City of Chino will strategically invest Measure I funding to preserve and enhance the regional and subregional arterial roadway network, supporting safe, efficient, and reliable transportation throughout the community. Consistent with Measure I requirements, at least 50 percent of available funding will be dedicated to Capital Improvement Projects that improve traffic operations, increase roadway capacity, and address evolving transportation demands. Planned investments include pavement rehabilitation, traffic striping modifications, and intersection improvements through the installation and modernization of traffic signal infrastructure, all aimed at improving mobility, reducing congestion, and enhancing the overall travel experience.

To protect the City's existing transportation assets and maximize the value of prior investments, up to 50 percent of annual Measure I funding will continue to support Public Works maintenance activities. These efforts will focus on maintaining critical infrastructure, including traffic signals, sidewalks, curbs, and local streets, through proactive repair and rehabilitation programs. By balancing capital improvements with ongoing maintenance, the City will promote long-term roadway sustainability, enhance public safety, and preserve the functionality of the transportation network for residents, businesses, and visitors.

Resolution Number:	2026-047
Resolution Approval Date:	7/7/2026
Contact Person/Title:	Steven Galindo, Management Analyst
Phone:	909.334.3477
Email:	Sgalindo@cityofchino.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2026/2027 thru 2030/2031

Jurisdiction:

Chino

6/30/26 Carryover Balance: **$2,846,246.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	FY2029/30 Est. Revenue	FY2030/31 Est. Revenue	Total Est. Rev.
						$2,512,157	**$2,571,946**	**$2,634,696**	**$2,698,979**	**$2,764,828**	**$13,182,607**
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	**Total**
C7053/TR131- Traffic Signal Modification at Riverside Drive and Ramona Avenue	No	Yes	0.0%	0.0%	$1,448,366	$1,100,000	$0	$0	$0	$0	**$1,100,000**
TR212 Traffic Signal Installation Monte Vista Ave at Walnut Ave	No	Yes	0.0%	0.0%	$3,573,456	$509,000	$0	$0	$0	$0	**$509,000**
TR250 CCTV Camera Installation- Phase 4	No	No	0.0%	0.0%	$225,000	$225,000	$0	$0	$0	$0	**$225,000**
TR260 - FY26 Traffic Signal Interconnect	No	No	0.0%	0.0%	$200,000	$200,000	$0	$0	$0	$0	**$200,000**
TR261 - Pedestrian Improvements - Yorba @Walnut	No	Yes	0.0%	0.0%	$571,120	$250,000	$127,520	$0	$0	$0	**$377,520**
TR262 - Central Avenue Traffic Signal Safety Improvements	No	No	0.0%	0.0%	$250,500	$25,050	$0	$0	$0	$0	**$25,050**
TR270 - FY27 Traffic Signal Interconnect	No	No	0.0%	0.0%	$145,000	$100,000	$45,000	$0	$0	$0	**$145,000**
TR271 - Intersection Improvement Moonspinner @WPL	No	Yes	0.0%	0.0%	$150,000	$100,000	$0	$0	$0	$0	**$100,000**
Maint. 7120-Traffic Control	No	No	0.0%	0.0%	$316,000	$316,000	$0	$0	$0	$0	**$316,000**
Maint. 7140-Asphalt Maint	No	No	0.0%	0.0%	$512,000	$512,000	$0	$0	$0	$0	**$512,000**
Maint. 7150-Concrete Maint	No	No	0.0%	0.0%	$564,502	$564,502	$0	$0	$0	$0	**$564,502**
Reimb. R7231-Chino Hills Parkway Pavement Rehabilitation	No	Yes	0.0%	0.0%	$653,000	$425,000	$228,000	$0	$0	$0	**$653,000**
MS232 Chino Spectrum Traffic Study	No	No	0.0%	0.0%	$150,000	$0	$26,087	$0	$0	$0	**$26,087**
MS236 Traffic Signal Synchronization Plan	No	No	0.0%	0.0%	$150,000	$100,000	$41,160	$0	$0	$0	**$141,160**
MS266 - Comprehensive Safety Action Plan	No	Yes	0.0%	0.0%	$500,000	$75,000	$25,000	$0	$0	$0	**$100,000**
ST251 - Local Street Rehab FY2025	No	Yes	0.0%	0.0%	$409,750	$145,326	$0	$0	$0	$0	**$145,326**
ST262 - Safe Route to School Improvements Benson Ave.	No	Yes	0.0%	0.0%	$65,000	$20,150	$0	$0	$0	$0	**$20,150**
ST260 - Pavement Improvements Zone 1 & Cypress Ave.	No	No	0.0%	0.0%	$1,000,000	$300,000	$0	$0	$0	$0	**$300,000**
WA223 - Water Main Line Replacement Russell Ave.	No	No	0.0%	0.0%	$7,670,966	$36,000	$0	$0	$0	$0	**$36,000**
TBD - Pavement Improvements Zone 2 Edison & Chino Ave.	No	Yes	0.0%	0.0%	$4,400,000	$200,000	$200,000	$0	$0	$0	**$400,000**
TBD - Chino Active Tranportation Plan	No	Yes	0.0%	0.0%	$564,780	$25,000	$39,780	$0	$0	$0	**$64,780**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
					Projects Total:	$5,228,028	$732,547	$0	$0	$0	**$5,960,575**

Total Programming is currently **37%** ***(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)***

Total Estimated Programming: **$5,960,575**

Sheri Beckett

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Landscape and Streetlight Maintenance District Assessment for Fiscal Year 2026-27.

RECOMMENDATION

1) Adopt Resolution No. 2026-042 directing the filing of an annual report; 2) adopt Resolution No. 2026-043 approving the Engineer's Report; 3) adopt Resolution No. 2026-044 declaring its intention to order improvements for Assessment District Nos. 75-1, 75-2, 76-1, 76-2, 83-2, and 2002-1; and 4) schedule a public hearing for Tuesday, July 21, 2026.

FISCAL IMPACT

Sufficient funds are included in the Fiscal Year 2026-27 Public Works Department budget within the various Maintenance District Funds.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning

Revenue: 36172601, 36172602, 36172603, 36172604, 36172606, 36172607	Expenditure: 3607260, 36172601, 36172602, 36172603, 36172604, 36172606, 36172607
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Landscape and Lighting Districts are special assessment districts that were established to fund the installation, maintenance, and servicing of public landscaping and lighting improvements. These funds help keep public spaces clean, green, and well-lit, contributing to the safety and appearance of the community. Over the years, pursuant to *the Landscaping and Lighting Act of 1972* of the California Streets and Highways Code, the City formed six Landscape and Streetlight Maintenance Assessment Districts. This procedure authorized the City to recover costs that are incurred to provide the landscaping and street lighting maintenance services through a special benefit assessment district procedure.

Proposition 218 changed the procedural requirements for imposing, extending, or increasing landscape and lighting assessments. Due to these changes, the City Council, in 2002, adopted a policy to annex future developments into Landscape and Streetlight Maintenance District 2002-1, which has a consumer price index (CPI) escalator that allows the City to increase rates.

The CPI adjustment is determined by the United States Department of Labor, Bureau of Labor Statistics for all urban consumers in the Riverside - San Bernardino - Ontario area index from January 2025 through January 2026. This year, there is a 3.24% CPI increase for landscape and streetlight maintenance in District 2002-1.

In past years, City Council has approved a subsidy to support landscape and lighting maintenance costs within the assessment districts. As the costs associated with insurance, maintenance, water, and electricity increase, the amount of the subsidy also increases. The Engineer's Reports prepared by Webb Associates summarize the estimated maintenance costs, assessment revenues, and resulting City subsidy required to fund maintenance activities within the interior benefit areas of the assessment districts. Interior benefit areas generally consist of landscaping, streetlights, and related improvements located within a development that primarily benefit the properties within the assessment district. The proposed Fiscal Year 2026-27 assessments include a 3.24% CPI adjustment as reflected in the Engineer's Report for Assessment District 2002-1.

Assessment District Interior Areas (Fund 361)			
	FY24-25	**FY25-26**	**FY26-27**
Assessment Revenues Collected	$691,972.92	$700,519.17	$710,027.23
City Subsidy	$596,357.03	$588,881.67	$730,477.50
Total Maintenance Costs for Interior Areas.	**$1,288,329.95**	**$1,289,400.84**	**$1,440,504.73**

The Assessment Revenues Collected ($710,027.23) is not sufficient to cover all maintenance costs ($1,440,504.73). The City Subsidy of $730,477.50 represents the additional funds needed to cover total maintenance costs for interior areas which includes landscape maintenance, streetlight maintenance, water, electricity, and administrative expenses.

In addition to the costs funded through assessments, the City funds maintenance activities associated with the general benefit portion of the perimeter areas that is not assessed to property owners. Perimeter areas are generally located along arterial and collector streets adjacent to or surrounding residential developments and serve a broader public benefit. As

assessments in many zones have reached their maximum authorized levels and cannot be increased without voter approval, the City provides a subsidy to fund maintenance costs that exceed available assessment revenues. These costs are identified separately within the Engineer's Reports and are funded by the City.

General Benefit / Perimeter Areas (Fund 360)			
	FY24-25	**FY25-26**	**FY26-27**
City-Funded General Benefit / Perimeter Areas	$516,274.29	$507,513.91	$607,243.71

The City's total funding requirement consists of both the subsidy needed to support the interior assessment districts and the City's funding responsibility for general benefit of perimeter areas.

Total City Funding Requirement			
	FY24-25	**FY25-26**	**FY26-27**
City Subsidy (Interior Districts)	$596,357.03	$588,881.67	$730,477.50
City-Funded General Benefit / Perimeter Areas	$516,274.29	$507,513.91	$607,243.71
Total City Funding Requirement	**$1,112,631.32**	**$1,096,395.58**	**$1,337,721.21**

A Proposition 218 mail ballot election would be required only if a proposed assessment exceeds the maximum assessment previously authorized for a particular zone. Certain zones identified in Exhibit 1 are currently assessed below their maximum authorized assessment and may therefore can be increased up to 5% without exceeding the approved maximum assessment. These adjustments do not require a Proposition 218 election and will continue annually until the maximum authorized assessment is reached.

Exhibit 1 identifies the Fiscal Year 2025-26 and proposed Fiscal Year 2026-27 assessments for Assessment Districts 75-1, 75-2, 76-1, 76-2, and 83-2. The proposed Fiscal Year 2026-27 assessments maintain the existing assessment levels for all zones that are currently at their maximum authorized assessment and apply increases only to those zones that remain below their approved maximum assessment.

Exhibit 2 identifies the Fiscal Year 2025-26 and proposed Fiscal Year 2026-27 assessments for Assessment District 2002-1. The proposed Fiscal Year 2026-27 assessments include the 3.24% CPI adjustment reflected in the Engineer's Report.

Administrative costs, including salaries, advertising, consultant services, and miscellaneous office expenses, were allocated proportionately among Assessment Districts 75-1, 75-2, 76-1, 76-2, 83-2, and 2002-1 and are incorporated into the assessments and maintenance costs reflected in the Engineer's Reports.

ISSUES/ANALYSIS

For the City to continue assessing fees to maintain its landscape and lighting districts under the *Landscape and Lighting Act of 1972*, the City Council is required to approve or approve

as modified, the attached resolutions in sequence. This process documents the City's intention to levy and collect assessments.

Although the rates remain below the maximum allowable assessment rate, a public hearing is required per Proposition 218. The hearing has been scheduled for Tuesday, July 21, 2026. Mailed notices are not required, only legal advertising and posting are mandated for this year. The Engineer's Report provides detailed information on all costs used in determining the proposed assessments and is on file for review in the Public Works Department.

Attachments:
Resolution Filing 2026-042
Resolution Approving 2026-043
Resolution Intention 2026-044
FY26-27 CPI
FY26-27 LMD 2002-1 ER
FY26-27 LMDs 75, 76, 83-2 ER
Exhibit 1
Exhibit 2

RESOLUTION NO. 2026-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DIRECTING THE FILING OF AN ANNUAL REPORT FOR ASSESSMENT DISTRICTS 75-1, 75-2, 76-1, 76-2, 83-2 AND 2002-1, IN ACCORDANCE WITH THE *LANDSCAPE AND LIGHTING ACT OF 1972*

WHEREAS, the *Landscape and Lighting Act of 1972* requires that, each year, the Engineer of Work prepare an annual report.

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

Section 1. The City Engineer, the person designated by this Council as the Engineer of Work for Assessment Districts 75-1, 75-2, 76-1, 76-2, 83-2 and 2002-1, is hereby directed to file an annual report in accordance with the provisions of the *Landscape and Lighting Act of 1972*.

Section 2. This Resolution is adopted pursuant to Section 22622 of the *California Streets and Highway Code.*

APPROVED AND ADOPTED THIS 7TH DAY OF JULY 2026.

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 at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

RESOLUTION NO. 2026-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR ASSESSMENT DISTRICTS 75-1, 75-2, 76-1, 76-2, 83-2 AND 2002-1, IN ACCORDANCE WITH THE *LANDSCAPE AND LIGHTING ACT OF 1972*

WHEREAS, the City adopted a resolution initiating proceedings for the Landscape and Street Light Maintenance Districts; and

WHEREAS, an Engineer's Report was prepared and filed with the City Clerk.

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

Section 1. That the City Council has heretofore duly adopted Resolution No. 2026-042 for Landscape and Street Light Maintenance Districts 75-1, 75-2, 76-1, 76-2, 83-2, and 2002-1, describing the improvements and location of the proposed annexations and directing the filing of an annual report, all pursuant to, and in accordance with, the provisions of the *Landscape and Lighting Act of 1972* (Part 2 of Division 15 of the *California Streets and Highways Code).*

Section 2. That the Director of Public Works, having prepared and filed said report with the City Clerk of the City of Chino for submission to the City Council, has done so in accordance with said Act, and said report has been duly received and filed by said City Council.

Section 3. That said, the City Council has examined and duly considered said report and hereby finds said report to be sufficient and thereby approves said report in each and all respects, as filed, without change or modification.

Section 4. That said report, as so approved, shall constitute the Engineer's Report for all subsequent proceedings with respect to said Landscape and Street Light Maintenance Districts 75-1, 75-2, 76-1, 76-2, 83-2 and 2002-1 for the purpose of, and pursuant to, the provisions of said Act.

APPROVED AND ADOPTED THIS 7TH DAY OF JULY 2026.

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 at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

RESOLUTION NO. 2026-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DECLARING ITS INTENTION TO ORDER IMPROVEMENTS FOR ASSESSMENT DISTRICTS 75-1, 75-2, 76-1, 76-2, 83-2 AND 2002-1, IN ACCORDANCE WITH THE *LANDSCAPE AND LIGHTING ACT OF 1972 1972* AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON SUCH ASSESSMENTS

WHEREAS, the *Landscape and Lighting Act of 1972* requires that each year the City Council consider proposed assessments and hold public hearings prior to adopting said assessments.

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

Section 1. The City Council intends to levy and collect assessments within Assessment Districts 75-1, 75-2, 76-1, 76-2, 83-2 and 2002-1 during Fiscal Year 2026-27. The area of land to be assessed is located in the City of Chino, County of San Bernardino.

Section 2. The improvements to be made in these assessment districts are generally described as follows: maintenance of all streetlights and common landscaping as identified in the Engineer's Report, with the replacement of landscaping as needed.

Section 3. In accordance with this Council's Resolution No. 2026-042 directing the filing of an annual report, the Engineer of Work has filed with the City Clerk the report required by the *Landscape and Lighting Act of 1972*. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessments upon assessable lots and parcels of land within the assessment districts.

Section 4. On Tuesday, July 21, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing on the question of the levy of the proposed assessments. Said hearing will be held in the Council Chambers, 13220 Central Avenue, Chino, California.

Section 5. The City Clerk is authorized and directed to give notice of said hearing as required by the *Landscape and Lighting Act of 1972*.

APPROVED AND ADOPTED THIS 7TH DAY OF JULY 2026.

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 at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

Area: Riverside-San Bernardino-Ontario, CA
Item: All items
Base Period: DECEMBER 2017=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017												100			
2018	100.916		101.897		102.929		103.139		103.241		103.616		102.732	102.023	103.441
2019	103.991		104.749		105.959		105.816		106.412		106.573		105.697	104.998	106.397
2020	107.143		107.162		106.899		107.64		108.201		108.626		107.672	107.068	108.275
2021	109.55		110.981		113.222		114.682		115.557		117.206		113.875	111.588	116.162
2022	118.963		122.127		123.893		125.262		125.272		125.983		123.784	122.018	125.551
2023	127.683		127.707		128.768		129.525		131.372		131.372		129.545	128.13	130.961
2024	131.358		133.144		133.943		133.113		133.179		132.853		132.932	132.817	133.046
2025	135.215		136.511		137.456		137.708		138.029		138.851		137.293	136.528	138.211
2026	139.602														

CPI	3.24%

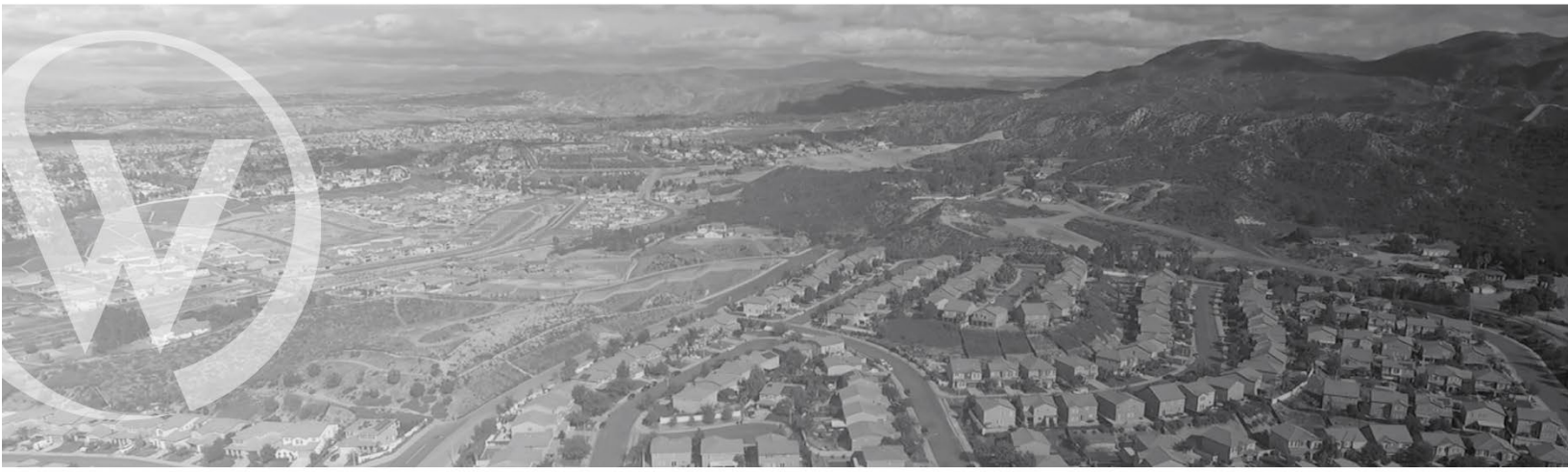
Preliminary Engineer's Report

Fiscal Year 2026-2027

City of Chino
Landscape and Street Light Maintenance
District No. 2002-1

Prepared For

July 2026



webbmfinance.com

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Appendix A. Fiscal Year 2026-2027 Assessment Roll _____ A-1

i. Engineer's Statement

AGENCY: CITY OF CHINO
PROJECT: LANDSCAPE AND STREET LIGHT MAINTENANCE DISTRICT NO. 2002-1
TO: CITY COUNCIL
CITY OF CHINO
STATE OF CALIFORNIA

Report Pursuant to "Landscaping and Lighting Act of 1972"

Pursuant to direction from the City Council (the "City Council") of the City of Chino (the "City"), State of California, submitted herewith is the Engineer's Report for Landscape and Street Light Maintenance District No. 2002-1 (the "Report"), consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972" (the "Act"), as amended, commencing with Section 22500, Article XIII D, and which is in accordance with Resolution No. 2026-___ adopted by the City of Chino City Council, San Bernardino County, California ordering the preparation of the Report for Landscape and Street Light Maintenance District No. 2002-1 (the "District"). This Report is applicable for the ensuing 12-month period, being the Fiscal Year commencing July 1, 2026, to June 30, 2027.

SECTION 1 **PLANS AND SPECIFICATIONS** of the improvements to be maintained and/or improved for the Fiscal Year. The plans and specifications show and describe the existing improvements and are sufficient in showing and describing the general nature, location, and extent of the improvements.

SECTION 2 The **METHOD OF ASSESSMENT APPORTIONMENT** calculates the receipt of special benefit and the general benefit derived from the installation and maintenance and servicing of the respective improvements located throughout the District, and the methodology used to apportion the total assessment to the properties within the District.

SECTION 3 A **COST ESTIMATE** of the improvements to be maintained and/or improved for the mentioned Fiscal Year.

SECTION 4 An **ASSESSMENT ROLL** showing the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the boundaries as shown on the Diagram.

i. Engineer's Statement

WHEREAS, on July 7, 2026, the City Council under the Act adopted its Resolution Initiating Proceedings for the Annual Levy of Assessments and Ordering the Preparation of an Engineer's Report for the District;

WHEREAS, the Resolution of Initiation directed Webb Municipal Finance, LLC to prepare and file a report presenting plans and specifications describing the general nature, location, and extent of improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the District for the referenced Fiscal Year, a diagram for the District showing the area and properties to be assessed, and an assessment of the estimated costs of the maintenance, operations and servicing of the improvements, assessing the net amount upon all assessable lots and-or parcels within the District in proportion to the special benefit received;

NOW THEREFORE, the assessments are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

i. Engineer's Statement

I, Matthew E. Webb, a Professional Civil Engineer (employed at Albert A. Webb Associates and retained through an agreement between Webb Municipal Finance, LLC, and my employer) do hereby assess and apportion the total amount of the costs and expenses upon the parcels of land within said District liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance, works of improvement, and appurtenances. Please note that Albert A. Webb Associates provides engineering advice and related consulting services. Albert A. Webb Associates is not a registered municipal advisor and does not participate in municipal advisory activities, and nothing in this Engineer's Report is, or should be interpreted to be, municipal advisory services or advice.

Executed this _____ day of _____ 2026.



ALBERT A. WEBB ASSOCIATES

MATTHEW E. WEBB
PROFESSIONAL CIVIL ENGINEER NO. 37385
ENGINEER OF WORK
ON BEHALF OF THE CITY OF CHINO
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's Report were made on the _____ day of _____ 2026, by adoption of Resolution No. _____ By City Council.

CITY CLERK
CITY OF CHINO
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's Report were filed in the City Clerk's Office on the _____ day of _____ , 2026.

CITY CLERK
CITY OF CHINO
STATE OF CALIFORNIA

1. Plans and Specifications

Landscaping and Lighting Act of 1972: Improvements

The law allows the District, by direct benefit assessments, to provide funding for the installation, maintenance, operation, and administration of the following improvements:

- the installation, construction, repair, renovation, or replacement of public lighting facilities, including, but not limited to, traffic signals and streetlights;
- the installation or planting of landscaping in common landscape areas;
- the trimming of trees in common landscape areas;
- the installation or construction of statuary, fountains or other ornamental structures and facilities;
- the installation of park or recreational improvements;
- the maintenance and/or servicing of the above;
- the acquisition of land for park, recreational or open space purposes;
- the installation or construction of facilities appurtenant to the above or which are necessary or convenient for the maintenance and servicing; and
- Incidental expenses related to the District.

The Landscape and Lighting Act of 1972, Section 22573, provides that assessments be apportioned with reference to special benefit rather than according to assessed value. The section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to estimated benefits to be received by each such lot or parcel from the improvements. The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 {commencing with Section 5000})."

The Act also provides for the classification of various areas within an assessment district into different zones where:

> "By reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements; a zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

As the assessments are levied on the basis of benefit, they are not a tax, and therefore are not governed by Article XIIIA of the Constitution of the State of California.

Properties owned by public agencies, such as the city, county, state, or federal government, are no longer exempt from assessment pursuant to the passage of Proposition 218. However, said public parcels will not be assessed during Fiscal Year 2026-2027 because the City of Chino invoked an exemption as noted in Article 4.6 Section 53753.5. (b)(2) of Chapter 4 Part 1 of Division 2 of Title 5 of the Government Code:

> "Any assessment imposed pursuant to a petition signed by the persons owning all parcels subject to the assessment at the time the assessment is initially imposed."

When public property is not devoted to public use, it is assessed. Right-of-way owned by Southern California Edison Company and railroad operating right-of-way are also exempt from assessment.

Landscape and Street Lighting District 2002-1

The plans and specifications for the improvements within the District are on file and available for public inspection in the office of the City Engineer and are part of this report to the same extent as if said documents were attached hereto. The Assessor's maps identifying the boundaries of the parcels located within each zone are on file in the office of the County Assessor and are by reference made a part of this report to the same extent as if they were

attached. A detailed parcel list is included as Appendix C. The general nature and extent of improvements are as follows:

The District was established to provide for the installation, ongoing maintenance, operation, and servicing of landscaping and public street lighting improvements installed in connection with the development of parcels within the District.

Streetlights

The maintenance for streetlight improvements may include, but is not limited to, the repair, removal, and replacement of all or any part necessary to provide for the normal operation of streetlights. Routine repairs include replacing of the light bulb, lamp, glassware, fuse, or photocell. Extraordinary repair includes replacement of the ballast, luminaire, or correction of a wiring problem. Also included are the energy costs of the street light system.

Landscaping

The maintenance for landscape improvements includes, but is not limited to, the repair, removal or replacement of the landscaping; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, other solid waste; the maintenance, repair and replacement necessary for all irrigation systems; and the removal of graffiti from walls immediately adjacent to the cultivated areas. Also included are the energy costs of the irrigation system.

The engineering drawings for the improvements to be operated and maintained by the District are on file in the office of the City Engineer and are available for public inspection during normal business hours.

2. Method of Assessment Apportionment

Proposition 218 Compliance

On November 5, 1996, California voters approved Proposition 218, entitled "Right to Vote on Taxes Act," which added Article XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts. Proposition 218 also requires that with certain specified exception, which are described below, all existing assessment districts must be ratified by the property owners within the District using the new procedures.

Some of these exceptions include:

1) Any assessments imposed exclusively to finance the capital cost or maintenance and operation expenses for streets.
2) Any assessments levied pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed

However, even if assessments are initially exempt from Proposition 218, if the assessments are increased in the future, the City will need to comply with the provisions of Proposition 218 for that portion of the increased assessment formula (e.g., CPI increase).

Proposition 218 does not define the term "streets," however, based on the opinions of the public agency officials, attorneys, assessment engineers, and Senate Bill 919, it has been determined that streets include all public improvements located within the street rights-of-way. This would include median and parkway landscaping, traffic signals, safety lighting, and street lighting.

Proposition 218 defines "assessment" as "any levy or charge upon real property by an agency for a special benefit conferred upon the real property," California Constitution, Article XIII D, §2(b). A special assessment, sometimes called a "benefit assessment," is a charge generally levied upon parcels of real property to pay for benefits the parcels receive from local improvements. Special assessments are levied according to statutory authority granted by the Legislature or, in some instances, local charters. Distinguishing among taxes, fees, and assessments can be difficult and often depends on the context in which the distinction is made. For example, taxes, assessments, and property-related fees all may be imposed on property. The key feature that distinguishes an assessment from a tax, fee, or charge is the existence of a special benefit to real property. Without identifying a special benefit, there can be no assessment.

Distinguishing General and Special Benefit

Proposition 218 added a set of procedures and requirements, which a local government must follow to levy an assessment. In addition to notice, hearing, and assessment ballot proceedings, Proposition 218 provides that "only special benefits are assessable" and requires a local government to "separate the general benefits from the special benefits conferred on a parcel."

By its nature, most public improvements financed through an assessment district contain an element of public benefit. The test is: does there exist, with relation to the improvement, a special benefit to the property assessed? The law requires that portion of the cost of the improvement, which benefits the public generally to be separated from that portion of the cost of the improvement, which specially benefits assessed properties. Proposition 218 provides the following definition of "Special Benefit":

> "Special Benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit".

Method of Assessment Apportionment

The law, including Article XIIID of the Constitution of the State of California, requires and the statues, including the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), provide that special assessments, as levied pursuant to the "Landscaping and Lighting Act of 1972," must be based solely on the special benefit properties receive from the improvements. The statutes do not specify the method or formula that should be used to apportion the assessment in any special assessment district proceedings. The City of Chino has retained the firm of Webb Municipal Finance, LLC for the purpose of assisting the City of Chino in making an analysis of the facts in Landscape and Street Light Maintenance District No. 2002-1 and recommending to the City of Chino the correct apportionment of the assessment obligation.

In performing the analysis, it was necessary to identify the benefits that the improvements being financed will render to the properties within the boundaries of this Assessment District and to determine the extent to which such properties receive a direct and special benefit as distinguished from that of the general public.

The method of apportionment of assessment is described below.

Street Lighting

The Street Lighting maintenance provided by the District applies to both Interior Street Lights and Perimeter Street Lights located within the District boundaries. The primary benefits of street lighting consist of safety for pedestrians, motorists and residents living and owning property in the District during the nighttime hours. Street lighting increases nighttime safety on the roads and streets by improving traffic circulation and reducing nighttime accidents, improved ingress and egress to property, improved access of emergency vehicles and reduction in vandalism and other criminal activities.

Interior Street Lights are defined as those located on streets that are not considered a Primary Arterial, Major Arterial, or Secondary Arterials as identified by the City's General Plan. Based on their location and function, these lights provide a distinct and special benefit to all developed parcels within the District. Each and every parcel within the District receives a particular and distinct benefit from the operation and on-going maintenance of the Interior Street Lights over and above any general benefits that are provided and as such, the entire cost associated with these lights is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the District.

Perimeter Street Lights are defined as those lights located on streets that are classified as Primary Arterials, Major Arterials, or Secondary Arterials as identified by the City's General Plan. Based on their location and function, the Perimeter Street Lights provide both special and general benefit to all developed parcels within the various Zones in the District. Due to the general benefit that is provided to the surrounding community from the operation and on-going maintenance of these lights, the City contributes 50 percent (50%) of the total annual cost related to the operation and maintenance for all perimeter lights with the various Zones in the District. The remaining 50 percent (50%) of the operation and maintenance cost is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the District.

Landscaping

The landscape maintenance provided to the various zones within the District applies to both Interior Landscaping and Perimeter Landscaping. The primary benefits that well-maintained landscaping provide are the beautification and enhancement of the desirability of the surroundings. These improvements provide special benefit to those developments that are directly adjacent to the landscape improvements as well as some general benefit. It also creates surroundings that are more pleasant for the motorists, residents, equestrians, and pedestrians within the District. Interior Landscaping is defined as areas within the District boundaries that are not considered a Primary Arterial, Major Arterial, or Secondary Arterials as identified by the City's General Plan. Each and every parcel within

the District receives a particular and distinct benefit from the on-going maintenance of the Interior Landscaping over and above any general benefits that are provided and as such, the entire cost associated with these areas of landscaping is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the District.

Perimeter Landscaping is defined as areas within the District boundaries that are classified as Primary Arterials, Major Arterials, or Secondary Arterials as identified by the City's General Plan. Based on their location and purpose, the Perimeter Landscaping provides both special and general benefit to all developed parcels within the various Zones in the District. Due to the general benefit that is provided to the surrounding community from the on-going maintenance of these landscaped areas, the City contributes 50 percent (50%) of the total annual cost related to any perimeter landscape maintenance with the various Zones in the District. The remaining 50 percent (50%) of the maintenance cost is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the District.

Annual Adjustments

Per direction of the District's Engineer's Report, commencing with Fiscal Year 2004-2005, the assessments may be increased annually for inflation, based on the Consumer Price Index – All Urban Consumers for the Los Angeles – Riverside-Orange County Area (CPI), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, this Department shall use a revised index or comparable system for determining fluctuations in the cost of living, as approved by the City Council. The Maximum Assessment is defined as the initial Assessment (approved by property owners within the District) adjusted annually by the CPI. If the proposed annual assessment for a given Fiscal Year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment.

In January 2018, the United States Department of Labor, Bureau of Labor Statistics, discontinued the Los Angeles - Riverside - Orange County Consumer Price Index and created a new Riverside - San Bernardino – Ontario Consumer Price Index. This new index is what was used to escalate the Maximum Assessment Rate, for each zone, by 3.24% for Fiscal Year 2026-2027.

Each of the parcels within the zones listed below has been deemed to receive proportional special benefit from the maintenance and operation of the improvements within that zone. The Fiscal Year 2026-2027 assessments per zone are as follows:

Table 2-1 – Fiscal Year 2026-2027 Proposed Assessments

	Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
Zone 01	$7,881.02	82	$96.12	$96.11	99.99%	$8,090.31
Zone 02	$3,949.26	6	$658.21	$658.21	100.00%	$3,949.26
Zone 03	$15,110.48	121	$124.89	$124.88	99.99%	$15,110.48
Zone 04	$5,078.70	19	$267.30	$267.30	100.00%	$5,711.64
Zone 05	$247.05	15	$16.48	$16.47	99.97%	$247.05
Zone 06	$2,579.06	19	$135.75	$135.74	99.99%	$2,579.06
Zone 07	$774.82	19	$40.78	$40.78	100.00%	$774.82
Zone 08	$3,289.96	4	$822.50	$822.49	100.00%	$3,289.96
Zone 09	$20,520.83	23	$892.22	$892.21	100.00%	$24,626.63
Zone 10	$1,044.56	11	$94.97	$94.96	99.99%	$1,044.56
Zone 11	$2,264.66	2	$1,132.34	$1,132.33	100.00%	$2,264.66
Zone 12	$75,100.90	238	$315.56	$315.55	100.00%	$94,319.44
Zone 13	$733.38	17	$43.15	$43.14	99.98%	$733.38
Zone 14	$342.12	6	$57.02	$57.02	100.00%	$342.12
Zone 15	$1,103.44	8	$137.93	$137.93	100.00%	$1,103.44
Zone 16	$1,530.65	11	$139.15	$139.15	100.00%	$1,867.46
Zone 17	$12,842.46	18	$713.48	$713.47	100.00%	$12,842.46
Zone 18	$14,408.24	308	$46.78	$46.78	99.99%	$29,300.51
Zone 19	$3,067.69	1	$3,067.70	$3,067.69	100.00%	$3,067.69
Zone 20	$522.48	14	$37.32	$37.32	99.99%	$522.48
Zone 21	$382.82	2	$191.41	$191.41	100.00%	$382.82
Zone 22	$961.35	15	$64.09	$64.09	100.00%	$961.35
Zone 23	$456.95	19	$24.06	$24.05	99.97%	$456.95
Zone 24	$1,016.26	14	$72.60	$72.59	99.99%	$1,016.26
Zone 26	$59.45	1	$59.46	$59.45	99.99%	$59.45
Zone 27	$3,962.53	17	$233.09	$233.09	100.00%	$4,012.71
Zone 28	$974.79	9	$108.32	$108.31	99.99%	$974.79
Zone 29	$2,269.08	22	$103.14	$103.14	100.00%	$2,269.08
Zone 30	$732.28	4	$183.07	$183.07	100.00%	$732.28
Zone 31	$652.90	10	$65.29	$65.29	99.99%	$652.90
Zone 32	$2,297.72	17	$135.17	$135.16	99.99%	$2,297.72
Zone 33	$656.06	1	$656.07	$656.06	100.00%	$656.06
Zone 34	$1,819.87	1	$1,819.88	$1,819.87	100.00%	$1,819.87
Zone 35	$1,614.45	3	$538.16	$538.15	100.00%	$1,614.45
Zone 37	$1,864.94	11	$169.54	$169.54	100.00%	$1,864.94
Zone 38	$578.50	10	$57.85	$57.85	100.00%	$578.50
Zone 39	$2,324.73	3	$774.91	$774.91	100.00%	$2,324.73
Zone 40	$1,397.11	11	$127.02	$127.01	99.99%	$1,642.96
Zone 41	$854.27	1	$854.27	$854.27	100.00%	$854.27
Zone 42	$1,055.46	42	$25.14	$25.13	99.98%	$1,055.46
Zone 43	$1,216.53	7	$173.79	$173.79	100.00%	$1,216.53
Zone 44	$1,164.05	31	$37.56	$37.55	99.98%	$1,164.05
Zone 45	$3,187.84	16	$199.24	$199.24	100.00%	$3,187.84

2. Method of Assessment Apportionment

	Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
Zone 48	$1,453.84	8	$181.73	$181.73	100.00%	$1,453.84
Zone 49	$424.84	4	$106.21	$106.21	100.00%	$424.84
Zone 50	$1,354.64	8	$169.34	$169.33	100.00%	$1,354.64
Zone 51	$265.20	17	$15.60	$15.60	99.97%	$265.20
Zone 52	$977.94	2	$488.97	$488.97	100.00%	$977.94
Zone 53	$379.49	1	$379.49	$379.49	100.00%	$379.49
Zone 54	$342.82	1	$342.82	$342.82	100.00%	$342.82
Zone 55	$885.78	1	$885.79	$885.78	100.00%	$885.78
Zone 56	$2,680.26	11	$243.66	$243.66	100.00%	$2,680.26
Zone 58	$571.42	1	$571.43	$571.42	100.00%	$571.42
Zone 59	$811.00	2	$405.50	$405.50	100.00%	$811.00
Zone 60	$446.82	1	$446.82	$446.82	100.00%	$446.82
Zone 61	$3,074.18	1	$3,074.19	$3,074.18	100.00%	$3,074.18
Zone 62	$2,358.87	3	$786.30	$786.29	100.00%	$2,358.87
Zone 63	$591.24	39	$15.17	$15.16	99.95%	$591.24
Zone 65	$872.73	3	$290.92	$290.91	100.00%	$872.73
Zone 66	$5,504.52	84	$65.53	$65.53	100.00%	$5,504.52
Zone 67	$4,049.20	53	$76.41	$76.40	99.99%	$4,049.20
Zone 68	$1,330.10	94	$14.15	$14.15	99.98%	$1,330.10
Zone 69	$996.51	59	$16.89	$16.89	99.99%	$996.51
Zone 71	$368.46	23	$16.03	$16.02	99.96%	$368.46
Zone 72	$342.71	1	$342.717059	$342.71	100.00%	$342.71
Zone 75	$2,027.13	147	$13.79	$13.79	99.98%	$2,027.13
Zone 77	$2,013.00	122	$16.50	$16.50	99.99%	$2,013.00
Zone 78	$653.36	1	$653.36	$653.36	100.00%	$653.36
Zone 79	$366.86	1	$366.86	$366.86	100.00%	$366.86
Zone 80	$2,154.48	94	$22.92	$22.92	99.99%	$2,154.48
Zone 82	$808.08	1	$808.08	$808.08	100.00%	$808.08
Zone 83	$882.03	1	$882.03	$882.03	100.00%	$882.03
Zone 84	$221.43	1	$221.44	$221.43	100.00%	$221.43
Zone 85	$329.92	2	$164.96	$164.96	100.00%	$329.92

Future Annexations

It is anticipated that additional properties will be annexed to the District from time to time and will be assessed according to the adopted methodology and rates.

3. Cost Estimate

Annual costs for the Fiscal Year include maintenance, servicing and operation of public lighting and landscaping, and incidental expenses. Incidental expenses may include engineering, consulting, and legal costs for the administration of the District, finance department expenses for processing payments, and the cost of submittal of the annual assessments to the County of San Bernardino Auditor for placement on the tax roll.

The Fiscal Year 2026-2027 estimated costs of the improvements for the District were determined by the City and are summarized in Table 3-1.

3. Cost Estimate

Table 3-1 – Fiscal Year 2026-2027 Cost Estimates

Budget Item	Zone 01	Zone 02	Zone 03	Zone 04	Zone 05	Zone 06
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$1,833.21	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$2,974.88	$0.00	$9,129.45	$4,555.85	$0.00	$1,400.31
Subtotal Landscape Maintenance	**$4,808.09**	**$0.00**	**$9,129.45**	**$4,555.85**	**$0.00**	**$1,400.31**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$2,150.16	$223.44	$1,486.47	$387.78	$0.00	$293.80
Perimeter Street Light Maintenance[1]	$294.34	$1,106.93	$434.57	$176.60	$137.20	$248.02
Subtotal Street Light Maintenance	**$2,444.50**	**$1,330.37**	**$1,921.05**	**$564.38**	**$137.20**	**$541.82**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$2,974.88	$0.00	$9,129.45	$4,555.85	$0.00	$1,400.31
Lighting General Benefit - City Contribution[1]	$294.34	$1,106.93	$434.57	$176.60	$137.20	$248.02
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$3,269.22**	**$1,106.93**	**$9,564.02**	**$4,732.45**	**$137.20**	**$1,648.33**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$0.00	$665.19	$2,783.60	$0.00	$68.60	$412.61
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$0.00	$1,800.03	$0.00	$0.00	$25.40	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$2,465.22**	**$2,783.60**	**$0.00**	**$94.00**	**$412.61**
ADMINISTRATION						
Total Annual District Administration	$837.71	$153.67	$1,276.39	$591.41	$15.85	$224.33
Subtotal Administrative Cost	**$837.71**	**$153.67**	**$1,276.39**	**$591.41**	**$15.85**	**$224.33**
Total Cost Amount	**$8,090.31**	**$3,949.26**	**$15,110.48**	**$5,711.64**	**$247.05**	**$2,579.06**
Total Amount for Levy Submission	**$7,881.02**	**$3,949.26**	**$15,110.48**	**$5,078.70**	**$247.05**	**$2,579.06**
Total City Subsidy	**($209.29)**	**$0.00**	**$0.00**	**($632.94)**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	82	6	121	19	15	19
Total Benefit Units	82	6	121	19	15	19
Calculated Annual Assessment Rate per Benefit Unit	$96.11	$658.21	$124.88	$267.30	$16.47	$135.74
Maximum Assessment Rate per Benefit Unit	$96.12	$658.21	$124.89	$267.30	$16.48	$135.75

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 07	Zone 08	Zone 09	Zone 10	Zone 11	Zone 12
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$4,802.88	$0.00	$0.00	$54,177.77
Perimeter Landscape Maintenance[1]	$0.00	$1,725.14	$14,435.93	$0.00	$0.00	$21,557.41
Subtotal Landscape Maintenance	**$0.00**	**$1,725.14**	**$19,238.81**	**$0.00**	**$0.00**	**$75,735.18**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$258.52	$141.02	$1,034.07	$0.00	$0.00	$4,864.99
Perimeter Street Light Maintenance[1]	$199.10	$47.11	$176.60	$712.92	$725.40	$1,109.17
Subtotal Street Light Maintenance	**$457.62**	**$188.13**	**$1,210.67**	**$712.92**	**$725.40**	**$5,974.16**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$136.84	$1,627.19	$0.00	$0.00	$1,895.85
Perimeter Equestrian Trail Maintenance[1]	$0.00	$68.61	$0.00	$0.00	$0.00	$947.93
Subtotal Equestrian Trail Maintenance	**$0.00**	**$205.45**	**$1,627.19**	**$0.00**	**$0.00**	**$2,843.78**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$1,725.14	$14,435.93	$0.00	$0.00	$21,557.41
Lighting General Benefit - City Contribution[1]	$199.10	$47.11	$176.60	$712.92	$725.40	$1,109.17
Equestrian General Benefit - City Contribution[1]	$0.00	$68.61	$0.00	$0.00	$0.00	$947.93
Subtotal General Benefit Expenses - Contributions	**$199.10**	**$1,840.85**	**$14,612.53**	**$712.92**	**$725.40**	**$23,614.50**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$228.81	$926.52	$0.00	$249.29	$362.70	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$35.54	$0.00	$0.00	$0.00	$1,092.77	$0.00
Subtotal Capital Improvement and Reserve Funding	**$264.34**	**$926.52**	**$0.00**	**$249.29**	**$1,455.47**	**$0.00**
ADMINISTRATION						
Total Annual District Administration	$52.86	$244.72	$2,549.97	$82.35	$83.79	$9,766.32
Subtotal Administrative Cost	**$52.86**	**$244.72**	**$2,549.97**	**$82.35**	**$83.79**	**$9,766.32**
Total Cost Amount	**$774.82**	**$3,289.96**	**$24,626.63**	**$1,044.56**	**$2,264.66**	**$94,319.44**
Total Amount for Levy Submission	**$774.82**	**$3,289.96**	**$20,520.83**	**$1,044.56**	**$2,264.66**	**$75,100.90**
Total City Subsidy	**$0.00**	**$0.00**	**($4,105.80)**	**$0.00**	**$0.00**	**($19,218.54)**
DISTRICT						
Total Parcels	19	4	23	11	2	238
Total Benefit Units	19	4	23	11	2	238
Calculated Annual Assessment Rate per Benefit Unit	$40.78	$822.49	$892.21	$94.96	$1,132.33	$315.55
Maximum Assessment Rate per Benefit Unit	$40.78	$822.50	$892.22	$94.97	$1,132.34	$315.56

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 13	Zone 14	Zone 15	Zone 16	Zone 17	Zone 18
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$1,115.75	$3,707.88	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$502.21	$235.20	$2,177.53	$23,812.52
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$502.21**	**$1,350.95**	**$5,885.42**	**$23,812.52**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$0.00	$0.00	$217.41	$323.15	$345.85	$0.00
Perimeter Street Light Maintenance[1]	$254.93	$58.87	$94.22	$0.00	$235.47	$2,454.07
Subtotal Street Light Maintenance	**$254.93**	**$58.87**	**$311.62**	**$323.15**	**$581.33**	**$2,454.07**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$502.21	$235.20	$2,177.53	$23,812.52
Lighting General Benefit - City Contribution[1]	$254.93	$58.87	$94.22	$0.00	$235.47	$2,454.07
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$254.93**	**$58.87**	**$596.42**	**$235.20**	**$2,413.01**	**$26,266.59**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$127.47	$29.43	$195.61	$0.00	$3,233.37	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$321.53	$247.02	$0.00	$0.00	$2,395.40	$0.00
Subtotal Capital Improvement and Reserve Funding	**$449.00**	**$276.45**	**$195.61**	**$0.00**	**$5,628.77**	**$0.00**
ADMINISTRATION						
Total Annual District Administration	$29.45	$6.80	$94.00	$193.37	$746.94	$3,033.93
Subtotal Administrative Cost	**$29.45**	**$6.80**	**$94.00**	**$193.37**	**$746.94**	**$3,033.93**
Total Cost Amount	**$733.38**	**$342.12**	**$1,103.44**	**$1,867.46**	**$12,842.46**	**$29,300.51**
Total Amount for Levy Submission	**$733.38**	**$342.12**	**$1,103.44**	**$1,530.65**	**$12,842.46**	**$14,408.24**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**($336.81)**	**$0.00**	**($14,892.27)**
DISTRICT						
Total Parcels	17	6	8	11	18	308
Total Benefit Units	17	6	8	11	18	308
Calculated Annual Assessment Rate per Benefit Unit	$43.14	$57.02	$137.93	$139.15	$713.47	$46.78
Maximum Assessment Rate per Benefit Unit	$43.15	$57.02	$137.93	$139.15	$713.48	$46.78

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 19	Zone 20	Zone 21	Zone 22	Zone 23	Zone 24
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$199.92	$0.00	$0.00	$197.23	$0.00	$452.41
Perimeter Street Light Maintenance[1]	$800.83	$137.20	$58.87	$137.20	$117.74	$117.74
Subtotal Street Light Maintenance	**$1,000.75**	**$137.20**	**$58.87**	**$334.43**	**$117.74**	**$570.14**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$800.83	$137.20	$58.87	$137.20	$117.74	$117.74
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$800.83**	**$137.20**	**$58.87**	**$137.20**	**$117.74**	**$117.74**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$500.38	$68.60	$29.43	$167.22	$58.87	$285.07
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$1,450.97	$300.83	$287.72	$421.07	$266.75	$95.19
Subtotal Capital Improvement and Reserve Funding	**$1,951.34**	**$369.43**	**$317.15**	**$588.29**	**$325.62**	**$380.26**
ADMINISTRATION						
Total Annual District Administration	$115.59	$15.85	$6.80	$38.63	$13.60	$65.85
Subtotal Administrative Cost	**$115.59**	**$15.85**	**$6.80**	**$38.63**	**$13.60**	**$65.85**
Total Cost Amount	**$3,067.69**	**$522.48**	**$382.82**	**$961.35**	**$456.95**	**$1,016.26**
Total Amount for Levy Submission	**$3,067.69**	**$522.48**	**$382.82**	**$961.35**	**$456.95**	**$1,016.26**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	1	14	2	15	19	14
Total Benefit Units	1	14	2	15	19	14
Calculated Annual Assessment Rate per Benefit Unit	$3,067.69	$37.32	$191.41	$64.09	$24.05	$72.59
Maximum Assessment Rate per Benefit Unit	$3,067.70	$37.32	$191.41	$64.09	$24.06	$72.60

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 26	Zone 27	Zone 28	Zone 29	Zone 30	Zone 31
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$2,358.04	$0.00	$770.32	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$798.29	$0.00	$436.15	$264.85	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$3,156.33**	**$0.00**	**$1,206.46**	**$264.85**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$0.00	$323.15	$82.32	$452.41	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$38.19	$117.74	$329.76	$58.87	$67.92	$222.11
Subtotal Street Light Maintenance	**$38.19**	**$440.88**	**$412.08**	**$511.27**	**$67.92**	**$222.11**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$798.29	$0.00	$436.15	$264.85	$0.00
Lighting General Benefit - City Contribution[1]	$38.19	$117.74	$329.76	$58.87	$67.92	$222.11
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$38.19**	**$916.02**	**$329.76**	**$495.02**	**$332.77**	**$222.11**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$16.84	$0.00	$206.04	$352.93	$166.39	$111.05
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$0.00	$0.00	$309.08	$0.00	$194.69	$294.08
Subtotal Capital Improvement and Reserve Funding	**$16.84**	**$0.00**	**$515.12**	**$352.93**	**$361.07**	**$405.14**
ADMINISTRATION						
Total Annual District Administration	$4.41	$415.50	$47.60	$198.41	$38.44	$25.65
Subtotal Administrative Cost	**$4.41**	**$415.50**	**$47.60**	**$198.41**	**$38.44**	**$25.65**
Total Cost Amount	**$59.45**	**$4,012.71**	**$974.79**	**$2,269.08**	**$732.28**	**$652.90**
Total Amount for Levy Submission	**$59.45**	**$3,962.53**	**$974.79**	**$2,269.08**	**$732.28**	**$652.90**
Total City Subsidy	**$0.00**	**($50.18)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	1	17	9	22	4	10
Total Benefit Units	1	17	9	22	4	10
Calculated Annual Assessment Rate per Benefit Unit	$59.45	$233.09	$108.31	$103.14	$183.07	$65.29
Maximum Assessment Rate per Benefit Unit	$59.46	$233.09	$108.32	$103.14	$183.07	$65.29

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 32	Zone 33	Zone 34	Zone 35	Zone 37	Zone 38
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$105.21	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$105.21**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$529.88	$0.00	$58.80	$110.97	$387.78	$197.23
Perimeter Street Light Maintenance[1]	$563.56	$117.74	$471.01	$27.74	$420.70	$0.00
Subtotal Street Light Maintenance	**$1,093.44**	**$117.74**	**$529.81**	**$138.71**	**$808.47**	**$197.23**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$105.21	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$563.56	$117.74	$471.01	$27.74	$420.70	$0.00
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$563.56**	**$117.74**	**$471.01**	**$132.96**	**$420.70**	**$0.00**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$546.72	$58.87	$264.91	$121.96	$404.24	$98.62
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$531.27	$465.86	$963.96	$1,220.39	$558.85	$259.87
Subtotal Capital Improvement and Reserve Funding	**$1,077.99**	**$524.73**	**$1,228.86**	**$1,342.35**	**$963.08**	**$358.49**
ADMINISTRATION						
Total Annual District Administration	$126.30	$13.60	$61.20	$28.17	$93.38	$22.78
Subtotal Administrative Cost	**$126.30**	**$13.60**	**$61.20**	**$28.17**	**$93.38**	**$22.78**
Total Cost Amount	**$2,297.72**	**$656.06**	**$1,819.87**	**$1,614.45**	**$1,864.94**	**$578.50**
Total Amount for Levy Submission	**$2,297.72**	**$656.06**	**$1,819.87**	**$1,614.45**	**$1,864.94**	**$578.50**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	17	1	1	3	11	10
Total Benefit Units	17	1	1	3	11	10
Calculated Annual Assessment Rate per Benefit Unit	$135.16	$656.06	$1,819.87	$538.15	$169.54	$57.85
Maximum Assessment Rate per Benefit Unit	$135.17	$656.07	$1,819.88	$538.16	$169.54	$57.85

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 39	Zone 40	Zone 41	Zone 42	Zone 43	Zone 44
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$1,006.88	$0.00	$0.00	$465.29	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$1,006.88**	**$0.00**	**$0.00**	**$465.29**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$82.32	$0.00	$94.22	$35.28	$129.26	$295.85
Perimeter Street Light Maintenance[1]	$565.23	$176.60	$141.32	$259.06	$58.87	$88.60
Subtotal Street Light Maintenance	**$647.55**	**$176.60**	**$235.54**	**$294.34**	**$188.13**	**$384.45**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$289.35	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$289.35**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$1,006.88	$0.00	$0.00	$465.29	$0.00
Lighting General Benefit - City Contribution[1]	$565.23	$176.60	$141.32	$259.06	$58.87	$88.60
Equestrian General Benefit - City Contribution[1]	$0.00	$289.35	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$565.23**	**$1,472.84**	**$141.32**	**$259.06**	**$524.16**	**$88.60**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$323.77	$0.00	$117.77	$147.17	$326.71	$192.23
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$1,278.61	$0.00	$473.75	$579.95	$160.93	$542.96
Subtotal Capital Improvement and Reserve Funding	**$1,602.39**	**$0.00**	**$591.52**	**$727.12**	**$487.64**	**$735.19**
ADMINISTRATION						
Total Annual District Administration	$74.80	$170.12	$27.21	$34.00	$75.47	$44.41
Subtotal Administrative Cost	**$74.80**	**$170.12**	**$27.21**	**$34.00**	**$75.47**	**$44.41**
Total Cost Amount	**$2,324.73**	**$1,642.96**	**$854.27**	**$1,055.46**	**$1,216.53**	**$1,164.05**
Total Amount for Levy Submission	**$2,324.73**	**$1,397.11**	**$854.27**	**$1,055.46**	**$1,216.53**	**$1,164.05**
Total City Subsidy	**$0.00**	**($245.85)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	3	11	1	42	7	31
Total Benefit Units	3	11	1	42	7	31
Calculated Annual Assessment Rate per Benefit Unit	$774.91	$127.01	$854.27	$25.13	$173.79	$37.55
Maximum Assessment Rate per Benefit Unit	$774.91	$127.02	$854.27	$25.14	$173.79	$37.56

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 45	Zone 48	Zone 49	Zone 50	Zone 51	Zone 52
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$580.11	$0.00	$973.27	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$580.11**	**$0.00**	**$973.27**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$777.25	$129.26	$98.62	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$411.60	$76.39	$0.00	$0.00	$224.43	$411.60
Subtotal Street Light Maintenance	**$1,188.84**	**$205.65**	**$98.62**	**$0.00**	**$224.43**	**$411.60**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$580.11	$0.00	$973.27	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$411.60	$76.39	$0.00	$0.00	$224.43	$411.60
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$411.60**	**$656.50**	**$0.00**	**$973.27**	**$224.43**	**$411.60**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$594.42	$392.88	$49.31	$268.95	$14.84	$205.80
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$1,267.26	$184.44	$265.52	$0.00	$0.00	$313.00
Subtotal Capital Improvement and Reserve Funding	**$1,861.68**	**$577.32**	**$314.83**	**$268.95**	**$14.84**	**$518.80**
ADMINISTRATION						
Total Annual District Administration	$137.32	$90.76	$11.39	$112.42	$25.92	$47.54
Subtotal Administrative Cost	**$137.32**	**$90.76**	**$11.39**	**$112.42**	**$25.92**	**$47.54**
Total Cost Amount	**$3,187.84**	**$1,453.84**	**$424.84**	**$1,354.64**	**$265.20**	**$977.94**
Total Amount for Levy Submission	**$3,187.84**	**$1,453.84**	**$424.84**	**$1,354.64**	**$265.20**	**$977.94**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	16	8	4	8	17	2
Total Benefit Units	16	8	4	8	17	2
Calculated Annual Assessment Rate per Benefit Unit	$199.24	$181.73	$106.21	$169.33	$15.60	$488.97
Maximum Assessment Rate per Benefit Unit	$199.24	$181.73	$106.21	$169.34	$15.60	$488.97

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 53	Zone 54	Zone 55	Zone 56	Zone 58	Zone 59
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$0.00	$11.76	$0.00	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$58.87	$58.87	$353.21	$833.81	$97.46	$294.34
Subtotal Street Light Maintenance	**$58.87**	**$70.63**	**$353.21**	**$833.81**	**$97.46**	**$294.34**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$58.87	$58.87	$353.21	$833.81	$97.46	$294.34
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$58.87**	**$58.87**	**$353.21**	**$833.81**	**$97.46**	**$294.34**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$29.43	$35.31	$176.60	$416.91	$48.73	$147.17
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$284.39	$228.72	$315.17	$1,333.23	$413.98	$335.49
Subtotal Capital Improvement and Reserve Funding	**$313.82**	**$264.03**	**$491.78**	**$1,750.14**	**$462.71**	**$482.66**
ADMINISTRATION						
Total Annual District Administration	$6.80	$8.16	$40.80	$96.31	$11.26	$34.00
Subtotal Administrative Cost	**$6.80**	**$8.16**	**$40.80**	**$96.31**	**$11.26**	**$34.00**
Total Cost Amount	**$379.49**	**$342.82**	**$885.78**	**$2,680.26**	**$571.42**	**$811.00**
Total Amount for Levy Submission	**$379.49**	**$342.82**	**$885.78**	**$2,680.26**	**$571.42**	**$811.00**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	1	1	1	11	1	2
Total Benefit Units	1	1	1	11	1	2
Calculated Annual Assessment Rate per Benefit Unit	$379.49	$342.82	$885.78	$243.66	$571.42	$405.50
Maximum Assessment Rate per Benefit Unit	$379.49	$342.82	$885.79	$243.66	$571.427165	$405.50

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 60	Zone 61	Zone 62	Zone 63	Zone 65	Zone 66
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$2,363.63
Perimeter Street Light Maintenance[1]	$117.74	$1,130.59	$847.94	$141.32	$255.00	$175.07
Subtotal Street Light Maintenance	**$117.74**	**$1,130.59**	**$847.94**	**$141.32**	**$255.00**	**$2,538.70**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$117.74	$1,130.59	$847.94	$141.32	$255.00	$175.07
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$117.74**	**$1,130.59**	**$847.94**	**$141.32**	**$255.00**	**$175.07**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$58.87	$565.30	$423.97	$70.66	$127.50	$1,269.35
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$256.62	$1,247.71	$989.01	$362.93	$460.77	$1,403.24
Subtotal Capital Improvement and Reserve Funding	**$315.49**	**$1,813.00**	**$1,412.99**	**$433.59**	**$588.27**	**$2,672.59**
ADMINISTRATION						
Total Annual District Administration	$13.60	$130.59	$97.94	$16.32	$29.45	$293.23
Subtotal Administrative Cost	**$13.60**	**$130.59**	**$97.94**	**$16.32**	**$29.45**	**$293.23**
Total Cost Amount	**$446.82**	**$3,074.18**	**$2,358.87**	**$591.24**	**$872.73**	**$5,504.52**
Total Amount for Levy Submission	**$446.82**	**$3,074.18**	**$2,358.87**	**$591.24**	**$872.73**	**$5,504.52**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	1	1	3	39	3	84
Total Benefit Units	1	1	3	39	3	84
Calculated Annual Assessment Rate per Benefit Unit	$446.82	$3,074.18	$786.29	$15.16	$290.91	$65.53
Maximum Assessment Rate per Benefit Unit	$446.82	$3,074.19	$786.30	$15.17	$290.92	$65.53

1 Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 67	Zone 68	Zone 69	Zone 71	Zone 72	Zone 75
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$1,496.96	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$235.54	$218.71	$282.65	$67.93	$56.46	$395.36
Subtotal Street Light Maintenance	**$1,732.50**	**$218.71**	**$282.65**	**$67.93**	**$56.46**	**$395.36**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$235.54	$218.71	$282.65	$67.93	$56.46	$395.36
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$235.54**	**$218.71**	**$282.65**	**$67.93**	**$56.46**	**$395.36**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$866.25	$109.36	$141.32	$33.96	$28.23	$197.68
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$1,250.33	$976.77	$539.89	$258.72	$251.50	$1,388.42
Subtotal Capital Improvement and Reserve Funding	**$2,116.58**	**$1,086.12**	**$681.22**	**$292.69**	**$279.73**	**$1,586.10**
ADMINISTRATION						
Total Annual District Administration	$200.11	$25.26	$32.65	$7.85	$6.52	$45.67
Subtotal Administrative Cost	**$200.11**	**$25.26**	**$32.65**	**$7.85**	**$6.52**	**$45.67**
Total Cost Amount	**$4,049.20**	**$1,330.10**	**$996.51**	**$368.46**	**$342.71**	**$2,027.13**
Total Amount for Levy Submission	**$4,049.20**	**$1,330.10**	**$996.51**	**$368.46**	**$342.71**	**$2,027.13**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	53	94	59	23	1	147
Total Benefit Units	53	94	59	23	1	147
Calculated Annual Assessment Rate per Benefit Unit	$76.40	$14.15	$16.89	$16.02	$342.71	$13.79
Maximum Assessment Rate per Benefit Unit	$76.41	$14.15	$16.89	$16.03	$342.72	$13.79

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 77	Zone 78	Zone 79	Zone 80	Zone 82	Zone 83
LANDSCAPE MAINTENANCE						
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE						
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$98.01	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$398.54	$115.75	$61.73	$203.68	$115.75	$173.62
Subtotal Street Light Maintenance	**$398.54**	**$115.75**	**$61.73**	**$301.69**	**$115.75**	**$173.62**
EQUESTRIAN TRAIL MAINTENANCE						
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES						
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES						
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$398.54	$115.75	$61.73	$203.68	$115.75	$173.62
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$398.54**	**$115.75**	**$61.73**	**$203.68**	**$115.75**	**$173.62**
OPERATIONAL RESERVES FUNDING						
Operation Reserves Collection	$199.27	$57.87	$30.86	$150.84	$57.87	$86.81
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING						
Capital Improvement Reserves Collection	$1,369.15	$466.37	$267.14	$1,667.10	$621.09	$601.55
Subtotal Capital Improvement and Reserve Funding	**$1,568.42**	**$524.24**	**$298.00**	**$1,817.94**	**$678.96**	**$688.36**
ADMINISTRATION						
Total Annual District Administration	$46.03	$13.37	$7.13	$34.85	$13.37	$20.05
Subtotal Administrative Cost	**$46.03**	**$13.37**	**$7.13**	**$34.85**	**$13.37**	**$20.05**
Total Cost Amount	**$2,013.00**	**$653.36**	**$366.86**	**$2,154.48**	**$808.08**	**$882.03**
Total Amount for Levy Submission	**$2,013.00**	**$653.36**	**$366.86**	**$2,154.48**	**$808.08**	**$882.03**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT						
Total Parcels	122	1	1	94	1	1
Total Benefit Units	122	1	1	94	1	1
Calculated Annual Assessment Rate per Benefit Unit	$16.50	$653.36	$366.86	$22.92	$808.08	$882.03
Maximum Assessment Rate per Benefit Unit	$16.50	$653.36	$366.86	$22.92	$808.08	$882.03

[1] Amount Reflects 50% of Calculated Cost

3. Cost Estimate

Budget Item	Zone 84	Zone 85
LANDSCAPE MAINTENANCE		
Interior Landscape Maintenance	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE		
Interior Street Light Maintenance	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$6.25	$34.83
Subtotal Street Light Maintenance	**$6.25**	**$34.83**
EQUESTRIAN TRAIL MAINTENANCE		
Interior Equestrian Trail Maintenance	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES		
Landscape Improvements CIP Expenditures	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES		
Landscape General Benefit - City Contribution[1]	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$6.25	$34.83
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$6.25**	**$34.83**
OPERATIONAL RESERVES FUNDING		
Operation Reserves Collection	$3.13	$17.42
Operational Reserve Contribution	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING		
Capital Improvement Reserves Collection	$211.33	$273.65
Subtotal Capital Improvement and Reserve Funding	**$214.46**	**$291.06**
ADMINISTRATION		
Total Annual District Administration	$0.72	$4.02
Subtotal Administrative Cost	**$0.72**	**$4.02**
Total Cost Amount	**$221.43**	**$329.92**
Total Amount for Levy Submission	**$221.43**	**$329.92**
Total City Subsidy	**$0.00**	**$0.00**
DISTRICT		
Total Parcels	1	2
Total Benefit Units	1	2
Calculated Annual Assessment Rate per Benefit Unit	$221.43	$164.96
Maximum Assessment Rate per Benefit Unit	$221.44	$164.96

[1] Amount Reflects 50% of Calculated Cost

4. Assessment Roll

The boundaries of Landscape and Street Light Maintenance District No. 2002-1 coincide with the boundaries of the parcels included within the District as of the time of the adoption of the Resolution of Intention and the Initiation of these proceedings.

Reference is made to the County Assessor's Roll and Maps for a detailed description of the lines and dimensions of any lot or parcel. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the Fiscal Year to which the "Report" applies.

Please refer to Appendix A for the Fiscal Year 2026-2027 Assessment Roll.

APPENDIX A

Fiscal Year 2026-2027 Assessment Roll

CC08SP10 - LMD 2002-1 01

APN	Levy Amount	APN	Levy Amount
1016122010000	$96.11	1016131330000	$96.11
1016122020000	$96.11	1016131340000	$96.11
1016122030000	$96.11	1016131350000	$96.11
1016122040000	$96.11	1016131360000	$96.11
1016122050000	$96.11	1016131370000	$96.11
1016122060000	$96.11	1016131380000	$96.11
1016122070000	$96.11	1016131390000	$96.11
1016122080000	$96.11	1016131400000	$96.11
1016122090000	$96.11	1016131410000	$96.11
1016122100000	$96.11	1016131420000	$96.11
1016122110000	$96.11	1016131430000	$96.11
1016122120000	$96.11	1016131440000	$96.11
1016122130000	$96.11	1016131450000	$96.11
1016122140000	$96.11	1016131460000	$96.11
1016122150000	$96.11	1016131470000	$96.11
1016122160000	$96.11	1016131480000	$96.11
1016122170000	$96.11	1016131490000	$96.11
1016122180000	$96.11	1016131500000	$96.11
1016122190000	$96.11	1016131510000	$96.11
1016122200000	$96.11	1016131520000	$96.11
1016131050000	$96.11	1016131530000	$96.11
1016131060000	$96.11	1016131540000	$96.11
1016131070000	$96.11	1016131550000	$96.11
1016131080000	$96.11	1016131560000	$96.11
1016131090000	$96.11	1016131570000	$96.11
1016131100000	$96.11	1016131580000	$96.11
1016131110000	$96.11	1016131590000	$96.11
1016131120000	$96.11	1016131600000	$96.11
1016131130000	$96.11	1016131610000	$96.11
1016131140000	$96.11	1016131620000	$96.11
1016131150000	$96.11	1016131630000	$96.11
1016131160000	$96.11	1016131640000	$96.11
1016131170000	$96.11	1016131650000	$96.11
1016131180000	$96.11	1016131660000	$96.11
1016131190000	$96.11	**82**	**$7,881.02**
1016131200000	$96.11		
1016131210000	$96.11		
1016131220000	$96.11		
1016131230000	$96.11		
1016131240000	$96.11		
1016131250000	$96.11		
1016131260000	$96.11		
1016131270000	$96.11		
1016131280000	$96.11		
1016131290000	$96.11		
1016131300000	$96.11		
1016131310000	$96.11		
1016131320000	$96.11		

CITY OF CHINO **LMD 2002-1**

CC08SP11 - LMD 2002-1 02

APN	Levy Amount	APN	Levy Amount
1056041030000	$658.21		
1056041040000	$658.21		
1056161040000	$658.21		
1056171080000	$658.21		
1056171090000	$658.21		
1056191020000	$658.21		
6	**$3,949.26**		

CC08SP12 - LMD 2002-1 03

APN	Levy Amount	APN	Levy Amount
1020121260000	$124.88	1020131290000	$124.88
1020121270000	$124.88	1020131300000	$124.88
1020121280000	$124.88	1020131310000	$124.88
1020121290000	$124.88	1020131320000	$124.88
1020121300000	$124.88	1020131330000	$124.88
1020121310000	$124.88	1020131340000	$124.88
1020121320000	$124.88	1020131350000	$124.88
1020121330000	$124.88	1020131360000	$124.88
1020121340000	$124.88	1020131370000	$124.88
1020121350000	$124.88	1020131380000	$124.88
1020121360000	$124.88	1020132010000	$124.88
1020121370000	$124.88	1020132020000	$124.88
1020121380000	$124.88	1020132030000	$124.88
1020121390000	$124.88	1020132040000	$124.88
1020121400000	$124.88	1020132050000	$124.88
1020121410000	$124.88	1020132060000	$124.88
1020121420000	$124.88	1020132070000	$124.88
1020121430000	$124.88	1020132080000	$124.88
1020121440000	$124.88	1020132090000	$124.88
1020121450000	$124.88	1020132100000	$124.88
1020121460000	$124.88	1020132110000	$124.88
1020121470000	$124.88	1020132120000	$124.88
1020131030000	$124.88	1020132130000	$124.88
1020131040000	$124.88	1020132140000	$124.88
1020131050000	$124.88	1020132150000	$124.88
1020131060000	$124.88	1020132160000	$124.88
1020131070000	$124.88	1020132170000	$124.88
1020131080000	$124.88	1020132180000	$124.88
1020131090000	$124.88	1020132190000	$124.88
1020131100000	$124.88	1020132200000	$124.88
1020131110000	$124.88	1020132210000	$124.88
1020131120000	$124.88	1020132220000	$124.88
1020131130000	$124.88	1020132230000	$124.88
1020131140000	$124.88	1020132240000	$124.88
1020131150000	$124.88	1020132250000	$124.88
1020131160000	$124.88	1020132260000	$124.88
1020131170000	$124.88	1020132270000	$124.88
1020131180000	$124.88	1020132280000	$124.88
1020131190000	$124.88	1020132290000	$124.88
1020131200000	$124.88	1020132300000	$124.88
1020131210000	$124.88	1020132310000	$124.88
1020131220000	$124.88	1020132320000	$124.88
1020131230000	$124.88	1020132330000	$124.88
1020131240000	$124.88	1020132340000	$124.88
1020131250000	$124.88	1020132350000	$124.88
1020131260000	$124.88	1020132360000	$124.88
1020131270000	$124.88	1020132370000	$124.88
1020131280000	$124.88	1020132380000	$124.88

CC08SP12 - LMD 2002-1 03

APN	Levy Amount	APN	Levy Amount
1020132390000	$124.88		
1020132400000	$124.88		
1020132410000	$124.88		
1020132420000	$124.88		
1020132430000	$124.88		
1020132440000	$124.88		
1020132450000	$124.88		
1020132460000	$124.88		
1020132470000	$124.88		
1020132480000	$124.88		
1020132490000	$124.88		
1020132500000	$124.88		
1020132510000	$124.88		
1020132520000	$124.88		
1020132530000	$124.88		
1020132540000	$124.88		
1020132550000	$124.88		
1020132560000	$124.88		
1020132570000	$124.88		
1020132580000	$124.88		
1020132590000	$124.88		
1020132600000	$124.88		
1020132610000	$124.88		
1020132620000	$124.88		
1020132630000	$124.88		
121	**$15,110.48**		

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CC08SP13 - LMD 2002-1 04

APN	Levy Amount	APN	Levy Amount
1020201380000	$267.30		
1020201390000	$267.30		
1020201400000	$267.30		
1020201410000	$267.30		
1020201420000	$267.30		
1020201430000	$267.30		
1020201440000	$267.30		
1020201450000	$267.30		
1020201460000	$267.30		
1020201470000	$267.30		
1020201480000	$267.30		
1020201490000	$267.30		
1020201500000	$267.30		
1020201510000	$267.30		
1020201520000	$267.30		
1020201530000	$267.30		
1020201540000	$267.30		
1020201550000	$267.30		
1020201560000	$267.30		
19	**$5,078.70**		

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CC08SP14 - LMD 2002-1 05

APN	Levy Amount	APN	Levy Amount
1021491050000	$16.47		
1021491060000	$16.47		
1021491070000	$16.47		
1021491080000	$16.47		
1021491100000	$16.47		
1021491110000	$16.47		
1021491160000	$16.47		
1021491170000	$16.47		
1021491180000	$16.47		
1021491220000	$16.47		
1021491230000	$16.47		
1021491250000	$16.47		
1021491270000	$16.47		
1021491280000	$16.47		
1021491290000	$16.47		
15	**$247.05**		

CC08SP15 - LMD 2002-1 06

APN	Levy Amount	APN	Levy Amount
1052031670000	$135.74		
1052031680000	$135.74		
1052031690000	$135.74		
1052031700000	$135.74		
1052031710000	$135.74		
1052031720000	$135.74		
1052031730000	$135.74		
1052031740000	$135.74		
1052031750000	$135.74		
1052031760000	$135.74		
1052031770000	$135.74		
1052031780000	$135.74		
1052031790000	$135.74		
1052031800000	$135.74		
1052031810000	$135.74		
1052031820000	$135.74		
1052031830000	$135.74		
1052031840000	$135.74		
1052031850000	$135.74		
19	**$2,579.06**		

CITY OF CHINO **LMD 2002-1**

CC08SP16 - LMD 2002-1 07

APN	Levy Amount	APN	Levy Amount
1013412120000	$40.78		
1013412130000	$40.78		
1013412140000	$40.78		
1013412150000	$40.78		
1013412160000	$40.78		
1013412170000	$40.78		
1013412180000	$40.78		
1013412190000	$40.78		
1013412200000	$40.78		
1013412210000	$40.78		
1013412220000	$40.78		
1013412230000	$40.78		
1013412240000	$40.78		
1013412250000	$40.78		
1013412260000	$40.78		
1013412270000	$40.78		
1013412280000	$40.78		
1013412290000	$40.78		
1013412300000	$40.78		
19	**$774.82**		

CC08SP17 - LMD 2002-1 08

APN	Levy Amount	APN	Levy Amount
1053491410000	$822.49		
1053491420000	$822.49		
1053491430000	$822.49		
1053491440000	$822.49		
4	**$3,289.96**		

CC08SP18 - LMD 2002-1 09

APN	Levy Amount	APN	Levy Amount
1053491180000	$892.21		
1053491190000	$892.21		
1053491200000	$892.21		
1053491210000	$892.21		
1053491220000	$892.21		
1053491230000	$892.21		
1053491240000	$892.21		
1053491250000	$892.21		
1053491260000	$892.21		
1053491270000	$892.21		
1053491280000	$892.21		
1053491290000	$892.21		
1053491300000	$892.21		
1053491310000	$892.21		
1053491320000	$892.21		
1053491330000	$892.21		
1053491340000	$892.21		
1053491350000	$892.21		
1053491360000	$892.21		
1053491370000	$892.21		
1053491380000	$892.21		
1053491390000	$892.21		
1053491400000	$892.21		
23	**$20,520.83**		

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CC08SP19 - LMD 2002-1 10

APN	Levy Amount	APN	Levy Amount
1021101400000	$94.96		
1021101410000	$94.96		
1021101420000	$94.96		
1021101430000	$94.96		
1021101440000	$94.96		
1021231180000	$94.96		
1021231190000	$94.96		
1021231200000	$94.96		
1021231210000	$94.96		
1021231220000	$94.96		
1021261050000	$94.96		
11	**$1,044.56**		

CC08SP20 - LMD 2002-1 11

APN	Levy Amount	APN	Levy Amount
1056051030000	$1,132.33		
1056061070000	$1,132.33		
2	**$2,264.66**		

APN	Levy Amount	APN	Levy Amount
1052331520000	$315.55	1052332260000	$315.55
1052331530000	$315.55	1052332270000	$315.55
1052331540000	$315.55	1052332280000	$315.55
1052331550000	$315.55	1052332290000	$315.55
1052331560000	$315.55	1052332300000	$315.55
1052331570000	$315.55	1052332310000	$315.55
1052331580000	$315.55	1052332320000	$315.55
1052331590000	$315.55	1052332330000	$315.55
1052331600000	$315.55	1052332340000	$315.55
1052331610000	$315.55	1052332350000	$315.55
1052331620000	$315.55	1052332360000	$315.55
1052331630000	$315.55	1052332370000	$315.55
1052331640000	$315.55	1052332380000	$315.55
1052331650000	$315.55	1052332390000	$315.55
1052331660000	$315.55	1052332400000	$315.55
1052331670000	$315.55	1052332410000	$315.55
1052331680000	$315.55	1052332420000	$315.55
1052331690000	$315.55	1052332430000	$315.55
1052331700000	$315.55	1052332440000	$315.55
1052331710000	$315.55	1052332450000	$315.55
1052331720000	$315.55	1052332460000	$315.55
1052331730000	$315.55	1052332470000	$315.55
1052331740000	$315.55	1052341210000	$315.55
1052332010000	$315.55	1052341220000	$315.55
1052332020000	$315.55	1052341230000	$315.55
1052332030000	$315.55	1052341240000	$315.55
1052332040000	$315.55	1052341250000	$315.55
1052332050000	$315.55	1052341260000	$315.55
1052332060000	$315.55	1052341270000	$315.55
1052332070000	$315.55	1052341280000	$315.55
1052332080000	$315.55	1052341290000	$315.55
1052332090000	$315.55	1052341300000	$315.55
1052332100000	$315.55	1052341310000	$315.55
1052332110000	$315.55	1052341320000	$315.55
1052332120000	$315.55	1052341330000	$315.55
1052332130000	$315.55	1052341340000	$315.55
1052332140000	$315.55	1052341350000	$315.55
1052332150000	$315.55	1052341360000	$315.55
1052332160000	$315.55	1052341370000	$315.55
1052332170000	$315.55	1052341380000	$315.55
1052332180000	$315.55	1052341390000	$315.55
1052332190000	$315.55	1052341400000	$315.55
1052332200000	$315.55	1052341410000	$315.55
1052332210000	$315.55	1052341420000	$315.55
1052332220000	$315.55	1052341430000	$315.55
1052332230000	$315.55	1052341440000	$315.55
1052332240000	$315.55	1052341450000	$315.55
1052332250000	$315.55	1052341460000	$315.55

APN	Levy Amount	APN	Levy Amount
1052341470000	$315.55	1052342080000	$315.55
1052341480000	$315.55	1052342090000	$315.55
1052341490000	$315.55	1052342100000	$315.55
1052341500000	$315.55	1052342110000	$315.55
1052341510000	$315.55	1052342120000	$315.55
1052341520000	$315.55	1052342130000	$315.55
1052341530000	$315.55	1052342140000	$315.55
1052341540000	$315.55	1052342150000	$315.55
1052341550000	$315.55	1052631150000	$315.55
1052341560000	$315.55	1052631160000	$315.55
1052341570000	$315.55	1052631170000	$315.55
1052341580000	$315.55	1052631180000	$315.55
1052341590000	$315.55	1052631190000	$315.55
1052341600000	$315.55	1052631200000	$315.55
1052341610000	$315.55	1052631210000	$315.55
1052341620000	$315.55	1052631220000	$315.55
1052341630000	$315.55	1052631230000	$315.55
1052341640000	$315.55	1052631240000	$315.55
1052341650000	$315.55	1052631250000	$315.55
1052341660000	$315.55	1052631260000	$315.55
1052341670000	$315.55	1052631270000	$315.55
1052341680000	$315.55	1052631280000	$315.55
1052341690000	$315.55	1052631290000	$315.55
1052341700000	$315.55	1052631300000	$315.55
1052341710000	$315.55	1052631310000	$315.55
1052341720000	$315.55	1052631320000	$315.55
1052341730000	$315.55	1052631330000	$315.55
1052341740000	$315.55	1052631340000	$315.55
1052341750000	$315.55	1052631350000	$315.55
1052341760000	$315.55	1052631360000	$315.55
1052341770000	$315.55	1052631370000	$315.55
1052341780000	$315.55	1052631380000	$315.55
1052341790000	$315.55	1052631390000	$315.55
1052341800000	$315.55	1052631400000	$315.55
1052341810000	$315.55	1052631410000	$315.55
1052341820000	$315.55	1052631420000	$315.55
1052341830000	$315.55	1052631430000	$315.55
1052341840000	$315.55	1052631440000	$315.55
1052341850000	$315.55	1052631450000	$315.55
1052341860000	$315.55	1052631460000	$315.55
1052341870000	$315.55	1052631470000	$315.55
1052342010000	$315.55	1052631480000	$315.55
1052342020000	$315.55	1052631490000	$315.55
1052342030000	$315.55	1052631500000	$315.55
1052342040000	$315.55	1052631510000	$315.55
1052342050000	$315.55	1052631520000	$315.55
1052342060000	$315.55	1052631530000	$315.55
1052342070000	$315.55	1052631540000	$315.55

CC08SP21 - LMD 2002-1 12

APN	Levy Amount	APN	Levy Amount
1052631550000	$315.55		
1052631560000	$315.55		
1052631570000	$315.55		
1052631580000	$315.55		
1052631590000	$315.55		
1052631600000	$315.55		
1052631610000	$315.55		
1052631620000	$315.55		
1052631630000	$315.55		
1052631640000	$315.55		
1052631650000	$315.55		
1052631660000	$315.55		
1052631670000	$315.55		
1052631680000	$315.55		
1052631690000	$315.55		
1052631700000	$315.55		
1052631710000	$315.55		
1052631720000	$315.55		
1052631730000	$315.55		
1052631740000	$315.55		
1052631750000	$315.55		
1052631760000	$315.55		
1052631770000	$315.55		
1052631780000	$315.55		
1052631790000	$315.55		
1052631800000	$315.55		
1052631810000	$315.55		
1052631820000	$315.55		
1052631830000	$315.55		
1052631840000	$315.55		
1052631850000	$315.55		
1052631860000	$315.55		
1052631870000	$315.55		
1052631880000	$315.55		
1052631890000	$315.55		
1052631900000	$315.55		
1052632010000	$315.55		
1052632020000	$315.55		
1052632030000	$315.55		
1052632040000	$315.55		
1052632050000	$315.55		
1052632060000	$315.55		
1052632070000	$315.55		
1052632080000	$315.55		
1052632090000	$315.55		
1052632100000	$315.55		
238	**$75,100.90**		

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CC08SP22 - LMD 2002-1 13

APN	Levy Amount	APN	Levy Amount
1021461090000	$43.14		
1021461100000	$43.14		
1021461110000	$43.14		
1021461120000	$43.14		
1021461130000	$43.14		
1021461140000	$43.14		
1021461150000	$43.14		
1021461160000	$43.14		
1021461170000	$43.14		
1021461180000	$43.14		
1021461190000	$43.14		
1021461200000	$43.14		
1021461210000	$43.14		
1021461220000	$43.14		
1021461230000	$43.14		
1021461240000	$43.14		
1021461250000	$43.14		
17	**$733.38**		

CC08SP23 - LMD 2002-1 14

APN	Levy Amount	APN	Levy Amount
1020481640000	$57.02		
1020481650000	$57.02		
1020481660000	$57.02		
1020481670000	$57.02		
1020481680000	$57.02		
1020481690000	$57.02		
6	**$342.12**		

CC08SP24 - LMD 2002-1 15

APN	Levy Amount	APN	Levy Amount
1052021570000	$137.93		
1052021580000	$137.93		
1052021590000	$137.93		
1052021600000	$137.93		
1052021610000	$137.93		
1052021620000	$137.93		
1052021630000	$137.93		
1052021640000	$137.93		
8	**$1,103.44**		

CC08SP25 - LMD 2002-1 16

APN	Levy Amount	APN	Levy Amount
1052021690000	$139.15		
1052021700000	$139.15		
1052021710000	$139.15		
1052021720000	$139.15		
1052021730000	$139.15		
1052021740000	$139.15		
1052021750000	$139.15		
1052021760000	$139.15		
1052021770000	$139.15		
1052021780000	$139.15		
1052021790000	$139.15		
11	**$1,530.65**		

CC08SP26 - LMD 2002-1 17

APN	Levy Amount	APN	Levy Amount
1020511250000	$713.47		
1020511260000	$713.47		
1020511270000	$713.47		
1020511280000	$713.47		
1020511290000	$713.47		
1020511300000	$713.47		
1020511310000	$713.47		
1020511320000	$713.47		
1020511330000	$713.47		
1020511350000	$713.47		
1020511360000	$713.47		
1020511370000	$713.47		
1020511380000	$713.47		
1020511390000	$713.47		
1020511400000	$713.47		
1020511410000	$713.47		
1020511420000	$713.47		
1020511460000	$713.47		
18	**$12,842.46**		

APN	Levy Amount	APN	Levy Amount
1052362010000	$46.78	1052362490000	$46.78
1052362020000	$46.78	1052362500000	$46.78
1052362030000	$46.78	1052362510000	$46.78
1052362040000	$46.78	1052362520000	$46.78
1052362050000	$46.78	1052362530000	$46.78
1052362060000	$46.78	1052362540000	$46.78
1052362070000	$46.78	1052362550000	$46.78
1052362080000	$46.78	1052362560000	$46.78
1052362090000	$46.78	1052362570000	$46.78
1052362100000	$46.78	1052362580000	$46.78
1052362110000	$46.78	1052362590000	$46.78
1052362120000	$46.78	1052362600000	$46.78
1052362130000	$46.78	1052362610000	$46.78
1052362140000	$46.78	1052362620000	$46.78
1052362150000	$46.78	1052362630000	$46.78
1052362160000	$46.78	1052362640000	$46.78
1052362170000	$46.78	1052362650000	$46.78
1052362180000	$46.78	1052362660000	$46.78
1052362190000	$46.78	1052362670000	$46.78
1052362200000	$46.78	1052372010000	$46.78
1052362210000	$46.78	1052372020000	$46.78
1052362220000	$46.78	1052372030000	$46.78
1052362230000	$46.78	1052372040000	$46.78
1052362240000	$46.78	1052372050000	$46.78
1052362250000	$46.78	1052372060000	$46.78
1052362260000	$46.78	1052372070000	$46.78
1052362270000	$46.78	1052372080000	$46.78
1052362280000	$46.78	1052372090000	$46.78
1052362290000	$46.78	1052372100000	$46.78
1052362300000	$46.78	1052372110000	$46.78
1052362310000	$46.78	1052372120000	$46.78
1052362320000	$46.78	1052372130000	$46.78
1052362330000	$46.78	1052372140000	$46.78
1052362340000	$46.78	1052372150000	$46.78
1052362350000	$46.78	1052372160000	$46.78
1052362360000	$46.78	1052372170000	$46.78
1052362370000	$46.78	1052372180000	$46.78
1052362380000	$46.78	1052372190000	$46.78
1052362390000	$46.78	1052372200000	$46.78
1052362400000	$46.78	1052372210000	$46.78
1052362410000	$46.78	1052372220000	$46.78
1052362420000	$46.78	1052372230000	$46.78
1052362430000	$46.78	1052372290000	$46.78
1052362440000	$46.78	1052372300000	$46.78
1052362450000	$46.78	1052372310000	$46.78
1052362460000	$46.78	1052372320000	$46.78
1052362470000	$46.78	1052373010000	$46.78
1052362480000	$46.78	1052373020000	$46.78

APN	Levy Amount	APN	Levy Amount
1052373030000	$46.78	1052373630000	$46.78
1052373040000	$46.78	1052373640000	$46.78
1052373050000	$46.78	1052373650000	$46.78
1052373060000	$46.78	1052373660000	$46.78
1052373070000	$46.78	1052373670000	$46.78
1052373080000	$46.78	1052373680000	$46.78
1052373090000	$46.78	1052373690000	$46.78
1052373100000	$46.78	1052373710000	$46.78
1052373110000	$46.78	1052373720000	$46.78
1052373120000	$46.78	1052373730000	$46.78
1052373130000	$46.78	1052373740000	$46.78
1052373140000	$46.78	1052373750000	$46.78
1052373150000	$46.78	1052373760000	$46.78
1052373160000	$46.78	1052373770000	$46.78
1052373170000	$46.78	1052373780000	$46.78
1052373180000	$46.78	1052373790000	$46.78
1052373190000	$46.78	1052373800000	$46.78
1052373200000	$46.78	1052373810000	$46.78
1052373210000	$46.78	1052373820000	$46.78
1052373220000	$46.78	1052373840000	$46.78
1052373230000	$46.78	1052373850000	$46.78
1052373240000	$46.78	1052373860000	$46.78
1052373250000	$46.78	1052592010000	$46.78
1052373260000	$46.78	1052592020000	$46.78
1052373270000	$46.78	1052592030000	$46.78
1052373280000	$46.78	1052592040000	$46.78
1052373290000	$46.78	1052592050000	$46.78
1052373300000	$46.78	1052592060000	$46.78
1052373310000	$46.78	1052592070000	$46.78
1052373320000	$46.78	1052592080000	$46.78
1052373330000	$46.78	1052592090000	$46.78
1052373340000	$46.78	1052592100000	$46.78
1052373350000	$46.78	1052592110000	$46.78
1052373360000	$46.78	1052592120000	$46.78
1052373370000	$46.78	1052592130000	$46.78
1052373380000	$46.78	1052592140000	$46.78
1052373390000	$46.78	1052592150000	$46.78
1052373400000	$46.78	1052592160000	$46.78
1052373410000	$46.78	1052592170000	$46.78
1052373420000	$46.78	1052592180000	$46.78
1052373550000	$46.78	1052592190000	$46.78
1052373560000	$46.78	1052592200000	$46.78
1052373570000	$46.78	1052592210000	$46.78
1052373580000	$46.78	1052592220000	$46.78
1052373590000	$46.78	1052592230000	$46.78
1052373600000	$46.78	1052592240000	$46.78
1052373610000	$46.78	1052592250000	$46.78
1052373620000	$46.78	1052592260000	$46.78

APN	Levy Amount	APN	Levy Amount
1052592270000	$46.78	1052593480000	$46.78
1052593010000	$46.78	1052593490000	$46.78
1052593020000	$46.78	1052593500000	$46.78
1052593030000	$46.78	1052593510000	$46.78
1052593040000	$46.78	1052593520000	$46.78
1052593050000	$46.78	1052593530000	$46.78
1052593060000	$46.78	1052593540000	$46.78
1052593070000	$46.78	1052593550000	$46.78
1052593080000	$46.78	1052593560000	$46.78
1052593090000	$46.78	1052594010000	$46.78
1052593100000	$46.78	1052594020000	$46.78
1052593110000	$46.78	1052594030000	$46.78
1052593120000	$46.78	1052594040000	$46.78
1052593130000	$46.78	1052594050000	$46.78
1052593140000	$46.78	1052594060000	$46.78
1052593150000	$46.78	1052594070000	$46.78
1052593160000	$46.78	1052594080000	$46.78
1052593170000	$46.78	1052594090000	$46.78
1052593180000	$46.78	1052594100000	$46.78
1052593190000	$46.78	1052594110000	$46.78
1052593200000	$46.78	1052594120000	$46.78
1052593210000	$46.78	1052594130000	$46.78
1052593220000	$46.78	1052594140000	$46.78
1052593230000	$46.78	1052594150000	$46.78
1052593240000	$46.78	1052594160000	$46.78
1052593250000	$46.78	1052594170000	$46.78
1052593260000	$46.78	1052594290000	$46.78
1052593270000	$46.78	1052594300000	$46.78
1052593280000	$46.78	1052594310000	$46.78
1052593290000	$46.78	1052594320000	$46.78
1052593300000	$46.78	1052594330000	$46.78
1052593310000	$46.78	1052594340000	$46.78
1052593320000	$46.78	1052594350000	$46.78
1052593330000	$46.78	1052594360000	$46.78
1052593340000	$46.78	1052594370000	$46.78
1052593350000	$46.78	1052594380000	$46.78
1052593360000	$46.78	1052594390000	$46.78
1052593370000	$46.78	1052594400000	$46.78
1052593380000	$46.78	1052594410000	$46.78
1052593390000	$46.78	1052594420000	$46.78
1052593400000	$46.78	1052594430000	$46.78
1052593410000	$46.78	1052594440000	$46.78
1052593420000	$46.78	1052594450000	$46.78
1052593430000	$46.78	1052594460000	$46.78
1052593440000	$46.78	1052594470000	$46.78
1052593450000	$46.78	1052594480000	$46.78
1052593460000	$46.78	1052594490000	$46.78
1052593470000	$46.78	1052594510000	$46.78

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CC08SP27 - LMD 2002-1 18

APN	Levy Amount	APN	Levy Amount
1052594520000	$46.78		
1052594530000	$46.78		
1052594540000	$46.78		
1052594550000	$46.78		
1052594560000	$46.78		
1052594570000	$46.78		
1052594580000	$46.78		
1052594590000	$46.78		
1052594600000	$46.78		
1052594610000	$46.78		
1052594620000	$46.78		
1052594630000	$46.78		
1052594640000	$46.78		
1052594650000	$46.78		
1052594660000	$46.78		
1052594670000	$46.78		
1052594680000	$46.78		
1052594690000	$46.78		
1052594700000	$46.78		
1052594710000	$46.78		
308	**$14,408.24**		

CC08SP28 - LMD 2002-1 19

APN	Levy Amount	APN	Levy Amount
1027221030000	$3,067.69		
1	**$3,067.69**		

CC08SP29 - LMD 2002-1 20

APN	Levy Amount	APN	Levy Amount
1021531030000	$37.32		
1021531040000	$37.32		
1021531050000	$37.32		
1021531060000	$37.32		
1021531070000	$37.32		
1021531080000	$37.32		
1021531090000	$37.32		
1021531100000	$37.32		
1021531110000	$37.32		
1021531120000	$37.32		
1021531130000	$37.32		
1021531140000	$37.32		
1021531150000	$37.32		
1021531160000	$37.32		
14	**$522.48**		

CC08SP30 - LMD 2002-1 21

APN	Levy Amount	APN	Levy Amount
1021221240000	$191.41		
1021221250000	$191.41		
2	**$382.82**		

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CC08SP31 - LMD 2002-1 22

APN	Levy Amount	APN	Levy Amount
1021191080000	$64.09		
1021191100000	$64.09		
1021191110000	$64.09		
1021191120000	$64.09		
1021191130000	$64.09		
1021191140000	$64.09		
1021191150000	$64.09		
1021191160000	$64.09		
1021191170000	$64.09		
1021191180000	$64.09		
1021191190000	$64.09		
1021191200000	$64.09		
1021191210000	$64.09		
1021191220000	$64.09		
1021191230000	$64.09		
15	**$961.35**		

CITY OF CHINO **LMD 2002-1**

CC08SP32 - LMD 2002-1 23

APN	Levy Amount	APN	Levy Amount
1022071240000	$24.05		
1022071250000	$24.05		
1022071260000	$24.05		
1022071270000	$24.05		
1022071280000	$24.05		
1022071290000	$24.05		
1022071300000	$24.05		
1022071310000	$24.05		
1022071320000	$24.05		
1022071330000	$24.05		
1022071340000	$24.05		
1022071350000	$24.05		
1022071360000	$24.05		
1022071370000	$24.05		
1022071380000	$24.05		
1022071390000	$24.05		
1022071400000	$24.05		
1022071410000	$24.05		
1022071420000	$24.05		
19	**$456.95**		

CC08SP33 - LMD 2002-1 24

APN	Levy Amount	APN	Levy Amount
1013331320000	$72.59		
1013331330000	$72.59		
1013331340000	$72.59		
1013331350000	$72.59		
1013331360000	$72.59		
1013331370000	$72.59		
1013331380000	$72.59		
1013331390000	$72.59		
1013331400000	$72.59		
1013331410000	$72.59		
1013331420000	$72.59		
1013331430000	$72.59		
1013331440000	$72.59		
1013331450000	$72.59		
14	**$1,016.26**		

CITY OF CHINO **LMD 2002-1**

CC08SP34 - LMD 2002-1 26

APN	Levy Amount	APN	Levy Amount
1021061090000	$59.45		
1	**$59.45**		

CC08SP35 - LMD 2002-1 27

APN	Levy Amount	APN	Levy Amount
1016211080000	$233.09		
1016211090000	$233.09		
1016211100000	$233.09		
1016211110000	$233.09		
1016211120000	$233.09		
1016211130000	$233.09		
1016211140000	$233.09		
1016211150000	$233.09		
1016211180000	$233.09		
1016211190000	$233.09		
1016211200000	$233.09		
1016211210000	$233.09		
1016211220000	$233.09		
1016211230000	$233.09		
1016211240000	$233.09		
1016211250000	$233.09		
1016211270000	$233.09		
17	**$3,962.53**		

CITY OF CHINO **LMD 2002-1**

CC08SP36 - LMD 2002-1 28

APN	Levy Amount	APN	Levy Amount
1027121290000	$108.31		
1027121300000	$108.31		
1027121310000	$108.31		
1027121320000	$108.31		
1027121330000	$108.31		
1027121340000	$108.31		
1027121350000	$108.31		
1027121360000	$108.31		
1028202260000	$108.31		
9	**$974.79**		

CC08SP37 - LMD 2002-1 29

APN	Levy Amount	APN	Levy Amount
1020211420000	$103.14		
1020211430000	$103.14		
1020211440000	$103.14		
1020211450000	$103.14		
1020211460000	$103.14		
1020211470000	$103.14		
1020211480000	$103.14		
1020211490000	$103.14		
1020211500000	$103.14		
1020211510000	$103.14		
1020211520000	$103.14		
1020211530000	$103.14		
1020211540000	$103.14		
1020211550000	$103.14		
1020211560000	$103.14		
1020211570000	$103.14		
1020211580000	$103.14		
1020211590000	$103.14		
1020211600000	$103.14		
1020211610000	$103.14		
1020211620000	$103.14		
1020211630000	$103.14		
22	**$2,269.08**		

CC08SP38 - LMD 2002-1 30

APN	Levy Amount	APN	Levy Amount
1014371580000	$183.07		
1014371590000	$183.07		
1014371600000	$183.07		
1014371610000	$183.07		
4	**$732.28**		

CITY OF CHINO **LMD 2002-1**

CC08SP39 - LMD 2002-1 31

APN	Levy Amount	APN	Levy Amount
1028202290000	$65.29		
1028202300000	$65.29		
1028202310000	$65.29		
1028202320000	$65.29		
1028202330000	$65.29		
1028202340000	$65.29		
1028202350000	$65.29		
1028202360000	$65.29		
1028202370000	$65.29		
1028202380000	$65.29		
10	**$652.90**		

CC08SP40 - LMD 2002-1 32

APN	Levy Amount	APN	Levy Amount
1053431040000	$135.16		
1053431050000	$135.16		
1053431060000	$135.16		
1053431070000	$135.16		
1053431080000	$135.16		
1053441160000	$135.16		
1053441170000	$135.16		
1053441180000	$135.16		
1053441190000	$135.16		
1053441200000	$135.16		
1053441210000	$135.16		
1053441220000	$135.16		
1053441230000	$135.16		
1053441240000	$135.16		
1053441250000	$135.16		
1053441260000	$135.16		
1053441270000	$135.16		
17	**$2,297.72**		

CC08SP41 - LMD 2002-1 33

APN	Levy Amount	APN	Levy Amount
1056181030000	$656.06		
1	**$656.06**		

CITY OF CHINO **LMD 2002-1**

CC08SP42 - LMD 2002-1 34

APN	Levy Amount	APN	Levy Amount
1056021070000	$1,819.87		
1	**$1,819.87**		

CC08SL88 - LMD 2002-1 35

APN	Levy Amount	APN	Levy Amount
1020631360000	$538.15		
1020631440000	$538.15		
1020631450000	$538.15		
3	**$1,614.45**		

CITY OF CHINO **LMD 2002-1**

CC08SP43 - LMD 2002-1 37

APN	Levy Amount	APN	Levy Amount
1020274030000	$169.54		
1020274080000	$169.54		
1020274090000	$169.54		
1020274100000	$169.54		
1020274110000	$169.54		
1020274140000	$169.54		
1020274170000	$169.54		
1020274180000	$169.54		
1020274190000	$169.54		
1020274200000	$169.54		
1020274210000	$169.54		
11	**$1,864.94**		

CITY OF CHINO **LMD 2002-1**

CC08SP44 - LMD 2002-1 38

APN	Levy Amount	APN	Levy Amount
1021142180000	$57.85		
1021142190000	$57.85		
1021142200000	$57.85		
1021142210000	$57.85		
1021142220000	$57.85		
1021142230000	$57.85		
1021142240000	$57.85		
1021142250000	$57.85		
1021142260000	$57.85		
1021142270000	$57.85		
10	**$578.50**		

CC08SP45 - LMD 2002-1 39

APN	Levy Amount	APN	Levy Amount
1027041060000	$774.91		
1027081030000	$774.91		
1027081040000	$774.91		
3	**$2,324.73**		

CC08SP46 - LMD 2002-1 40

APN	Levy Amount	APN	Levy Amount
1020371270000	$127.01		
1020371280000	$127.01		
1020371290000	$127.01		
1020371300000	$127.01		
1020371310000	$127.01		
1020371320000	$127.01		
1020371330000	$127.01		
1020371340000	$127.01		
1020371350000	$127.01		
1020371360000	$127.01		
1020371370000	$127.01		
11	**$1,397.11**		

CC08SL77 - LMD 2002-1 41

APN	Levy Amount	APN	Levy Amount
1027051020000	$854.27		
1	**$854.27**		

CC08SP47 - LMD 2002-1 42

APN	Levy Amount	APN	Levy Amount
1022051100000	$25.13		
1022051110000	$25.13		
1022051130000	$25.13		
1022051140000	$25.13		
1022051150000	$25.13		
1022051160000	$25.13		
1022051170000	$25.13		
1022051180000	$25.13		
1022051190000	$25.13		
1022051200000	$25.13		
1022051210000	$25.13		
1022051220000	$25.13		
1022051230000	$25.13		
1022051240000	$25.13		
1022051250000	$25.13		
1022051260000	$25.13		
1022051270000	$25.13		
1022051280000	$25.13		
1022051290000	$25.13		
1022051300000	$25.13		
1022051310000	$25.13		
1022051320000	$25.13		
1022051330000	$25.13		
1022051340000	$25.13		
1022051350000	$25.13		
1022051360000	$25.13		
1022051370000	$25.13		
1022051380000	$25.13		
1022051390000	$25.13		
1022051400000	$25.13		
1022051410000	$25.13		
1022051420000	$25.13		
1022051430000	$25.13		
1022051440000	$25.13		
1022051450000	$25.13		
1022051460000	$25.13		
1022051470000	$25.13		
1022051480000	$25.13		
1022051490000	$25.13		
1022051500000	$25.13		
1022051510000	$25.13		
1022051520000	$25.13		
42	**$1,055.46**		

CC08SP48 - LMD 2002-1 43

APN	Levy Amount	APN	Levy Amount
1016201690000	$173.79		
1016201700000	$173.79		
1016201710000	$173.79		
1016201720000	$173.79		
1016201730000	$173.79		
1016201740000	$173.79		
1016201750000	$173.79		
7	**$1,216.53**		

CC08SP49 - LMD 2002-1 44

APN	Levy Amount	APN	Levy Amount
1020561160000	$37.55		
1020561170000	$37.55		
1020561180000	$37.55		
1020561190000	$37.55		
1020561200000	$37.55		
1020561210000	$37.55		
1020561220000	$37.55		
1020561230000	$37.55		
1020561240000	$37.55		
1020561250000	$37.55		
1020561260000	$37.55		
1020561270000	$37.55		
1020561280000	$37.55		
1020561290000	$37.55		
1020561300000	$37.55		
1020561310000	$37.55		
1020561320000	$37.55		
1020561330000	$37.55		
1020561340000	$37.55		
1020561350000	$37.55		
1020561360000	$37.55		
1020561370000	$37.55		
1020561380000	$37.55		
1020561390000	$37.55		
1020561400000	$37.55		
1020561410000	$37.55		
1020561420000	$37.55		
1020561430000	$37.55		
1020561440000	$37.55		
1020561450000	$37.55		
1020561460000	$37.55		
31	**$1,164.05**		

CC08SP50 - LMD 2002-1 45

APN	Levy Amount	APN	Levy Amount
1053431090000	$199.24		
1053431100000	$199.24		
1053431110000	$199.24		
1053431120000	$199.24		
1053431130000	$199.24		
1053431140000	$199.24		
1053431150000	$199.24		
1053431160000	$199.24		
1053431170000	$199.24		
1053431180000	$199.24		
1053431190000	$199.24		
1053431200000	$199.24		
1053431210000	$199.24		
1053431220000	$199.24		
1053431230000	$199.24		
1053431240000	$199.24		
16	**$3,187.84**		

CC08SP51 - LMD 2002-1 48

APN	Levy Amount	APN	Levy Amount
1016211280000	$181.73		
1016211290000	$181.73		
1016211300000	$181.73		
1016211310000	$181.73		
1016211320000	$181.73		
1016211330000	$181.73		
1016211340000	$181.73		
1016211350000	$181.73		
8	**$1,453.84**		

CC08SP52 - LMD 2002-1 49

APN	Levy Amount	APN	Levy Amount
1021142290000	$106.21		
1021142300000	$106.21		
1021142310000	$106.21		
1021142320000	$106.21		
4	**$424.84**		

CC08SP53 - LMD 2002-1 50

APN	Levy Amount	APN	Levy Amount
1025132020000	$169.33		
1025132040000	$169.33		
1025132050000	$169.33		
1025132060000	$169.33		
1025132070000	$169.33		
1025132110000	$169.33		
1025132120000	$169.33		
1025132130000	$169.33		
8	**$1,354.64**		

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CC08SP54 - LMD 2002-1 51

APN	Levy Amount	APN	Levy Amount
1025133320000	$15.60		
1025133330000	$15.60		
1025133350000	$15.60		
1025133360000	$15.60		
1025133380000	$15.60		
1025133390000	$15.60		
1025133410000	$15.60		
1025133420000	$15.60		
1025133430000	$15.60		
1025133440000	$15.60		
1025133450000	$15.60		
1025133470000	$15.60		
1025133480000	$15.60		
1025133500000	$15.60		
1025133510000	$15.60		
1025133520000	$15.60		
1025133530000	$15.60		
17	**$265.20**		

CC08SP55 - LMD 2002-1 52

APN	Levy Amount	APN	Levy Amount
1019491060000	$488.97		
1019491070000	$488.97		
2	**$977.94**		

CITY OF CHINO **LMD 2002-1**

CC08SP56 - LMD 2002-1 53

APN	Levy Amount	APN	Levy Amount
1053271100000	$379.49		
1	**$379.49**		

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CC08SP57 - LMD 2002-1 54

APN	Levy Amount	APN	Levy Amount
1016281010000	$342.82		
1	**$342.82**		

CITY OF CHINO **LMD 2002-1**

CC08SP58 - LMD 2002-1 55

APN	Levy Amount	APN	Levy Amount
1056161050000	$885.78		
1	**$885.78**		

CC08SP59 - LMD 2002-1 56

APN	Levy Amount	APN	Levy Amount
1053051060000	$243.66		
1053051080000	$243.66		
1053051100000	$243.66		
1053051110000	$243.66		
1053051120000	$243.66		
1053051130000	$243.66		
1053051140000	$243.66		
1053051150000	$243.66		
1053051160000	$243.66		
1053051170000	$243.66		
1053051180000	$243.66		
11	**$2,680.26**		

CC08SL90 - LMD 2002-1 58

APN	Levy Amount	APN	Levy Amount
1027031010000	$571.42		
1	**$571.42**		

CC08SP60 - LMD 2002-1 59

APN	Levy Amount	APN	Levy Amount
1027201050000	$405.50		
1027201060000	$405.50		
2	**$811.00**		

CC08SL75 - LMD 2002-1 60

APN	Levy Amount	APN	Levy Amount
1027211060000	$446.82		
1	**$446.82**		

CC08SL78 - LMD 2002-1 61

APN	Levy Amount	APN	Levy Amount
1027091030000	$3,074.18		
1	**$3,074.18**		

CC08SL76 - LMD 2002-1 62

APN	Levy Amount	APN	Levy Amount
1027061050000	$786.29		
1027061060000	$786.29		
1056011080000	$786.29		
3	**$2,358.87**		

CC08SL81 - LMD 2002-1 63

APN	Levy Amount	APN	Levy Amount
1016091590000	$15.16		
1016091600000	$15.16		
1016091610000	$15.16		
1016091620000	$15.16		
1016091630000	$15.16		
1016091640000	$15.16		
1016091650000	$15.16		
1016091660000	$15.16		
1016091670000	$15.16		
1016091680000	$15.16		
1016091690000	$15.16		
1016091700000	$15.16		
1016091710000	$15.16		
1016091720000	$15.16		
1016091730000	$15.16		
1016091740000	$15.16		
1016091750000	$15.16		
1016091760000	$15.16		
1016091770000	$15.16		
1016091780000	$15.16		
1016101070000	$15.16		
1016101080000	$15.16		
1016101090000	$15.16		
1016101100000	$15.16		
1016101110000	$15.16		
1016101120000	$15.16		
1016101130000	$15.16		
1016101140000	$15.16		
1016101150000	$15.16		
1016101160000	$15.16		
1016101170000	$15.16		
1016101180000	$15.16		
1016101190000	$15.16		
1016101200000	$15.16		
1016101210000	$15.16		
1016101220000	$15.16		
1016101230000	$15.16		
1016101240000	$15.16		
1016101250000	$15.16		
39	**$591.24**		

CC08SL79 - LMD 2002-1 65

APN	Levy Amount	APN	Levy Amount
1053501050000	$290.91		
1053501060000	$290.91		
1053501070000	$290.91		
3	**$872.73**		

CC08SL82 - LMD 2002-1 66

APN	Levy Amount	APN	Levy Amount
1015261060000	$65.53	1015261540000	$65.53
1015261070000	$65.53	1015261550000	$65.53
1015261080000	$65.53	1015261560000	$65.53
1015261090000	$65.53	1015262010000	$65.53
1015261100000	$65.53	1015262020000	$65.53
1015261110000	$65.53	1015262030000	$65.53
1015261120000	$65.53	1015262040000	$65.53
1015261130000	$65.53	1015262050000	$65.53
1015261140000	$65.53	1015262060000	$65.53
1015261150000	$65.53	1015262070000	$65.53
1015261160000	$65.53	1015262080000	$65.53
1015261170000	$65.53	1015262090000	$65.53
1015261180000	$65.53	1015262100000	$65.53
1015261190000	$65.53	1015262110000	$65.53
1015261200000	$65.53	1015262120000	$65.53
1015261210000	$65.53	1015262130000	$65.53
1015261220000	$65.53	1015262140000	$65.53
1015261230000	$65.53	1015262150000	$65.53
1015261240000	$65.53	1015262160000	$65.53
1015261250000	$65.53	1015262170000	$65.53
1015261260000	$65.53	1015262180000	$65.53
1015261270000	$65.53	1015262190000	$65.53
1015261280000	$65.53	1015262200000	$65.53
1015261290000	$65.53	1015262210000	$65.53
1015261300000	$65.53	1015262220000	$65.53
1015261310000	$65.53	1015262230000	$65.53
1015261320000	$65.53	1015262240000	$65.53
1015261330000	$65.53	1015262250000	$65.53
1015261340000	$65.53	1015262260000	$65.53
1015261350000	$65.53	1015262270000	$65.53
1015261360000	$65.53	1015262280000	$65.53
1015261370000	$65.53	1015262290000	$65.53
1015261380000	$65.53	1015262300000	$65.53
1015261390000	$65.53	1015262310000	$65.53
1015261400000	$65.53	1015262320000	$65.53
1015261410000	$65.53	1015262330000	$65.53
1015261420000	$65.53	**84**	**$5,504.52**
1015261430000	$65.53		
1015261440000	$65.53		
1015261450000	$65.53		
1015261460000	$65.53		
1015261470000	$65.53		
1015261480000	$65.53		
1015261490000	$65.53		
1015261500000	$65.53		
1015261510000	$65.53		
1015261520000	$65.53		
1015261530000	$65.53		

CC08SL83 - LMD 2002-1 67

APN	Levy Amount	APN	Levy Amount
1053621030000	$76.40	1053621510000	$76.40
1053621040000	$76.40	1053621520000	$76.40
1053621050000	$76.40	1053621530000	$76.40
1053621060000	$76.40	1053621540000	$76.40
1053621070000	$76.40	1053621550000	$76.40
1053621080000	$76.40	**53**	**$4,049.20**
1053621090000	$76.40		
1053621100000	$76.40		
1053621110000	$76.40		
1053621120000	$76.40		
1053621130000	$76.40		
1053621140000	$76.40		
1053621150000	$76.40		
1053621160000	$76.40		
1053621170000	$76.40		
1053621180000	$76.40		
1053621190000	$76.40		
1053621200000	$76.40		
1053621210000	$76.40		
1053621220000	$76.40		
1053621230000	$76.40		
1053621240000	$76.40		
1053621250000	$76.40		
1053621260000	$76.40		
1053621270000	$76.40		
1053621280000	$76.40		
1053621290000	$76.40		
1053621300000	$76.40		
1053621310000	$76.40		
1053621320000	$76.40		
1053621330000	$76.40		
1053621340000	$76.40		
1053621350000	$76.40		
1053621360000	$76.40		
1053621370000	$76.40		
1053621380000	$76.40		
1053621390000	$76.40		
1053621400000	$76.40		
1053621410000	$76.40		
1053621420000	$76.40		
1053621430000	$76.40		
1053621440000	$76.40		
1053621450000	$76.40		
1053621460000	$76.40		
1053621470000	$76.40		
1053621480000	$76.40		
1053621490000	$76.40		
1053621500000	$76.40		

CC08SL91 - LMD 2002-1 68

APN	Levy Amount	APN	Levy Amount
1052053010000	$14.15	1052053490000	$14.15
1052053020000	$14.15	1052053500000	$14.15
1052053030000	$14.15	1052053510000	$14.15
1052053040000	$14.15	1052053520000	$14.15
1052053050000	$14.15	1052053530000	$14.15
1052053060000	$14.15	1052053540000	$14.15
1052053070000	$14.15	1052053550000	$14.15
1052053080000	$14.15	1052053560000	$14.15
1052053090000	$14.15	1052053570000	$14.15
1052053100000	$14.15	1052053580000	$14.15
1052053110000	$14.15	1052053590000	$14.15
1052053120000	$14.15	1052053600000	$14.15
1052053130000	$14.15	1052053610000	$14.15
1052053140000	$14.15	1052053620000	$14.15
1052053150000	$14.15	1052053630000	$14.15
1052053160000	$14.15	1052053640000	$14.15
1052053170000	$14.15	1052054010000	$14.15
1052053180000	$14.15	1052054020000	$14.15
1052053190000	$14.15	1052054030000	$14.15
1052053200000	$14.15	1052054040000	$14.15
1052053210000	$14.15	1052054050000	$14.15
1052053220000	$14.15	1052054060000	$14.15
1052053230000	$14.15	1052054070000	$14.15
1052053240000	$14.15	1052054080000	$14.15
1052053250000	$14.15	1052054090000	$14.15
1052053260000	$14.15	1052054100000	$14.15
1052053270000	$14.15	1052054110000	$14.15
1052053280000	$14.15	1052054120000	$14.15
1052053290000	$14.15	1052054130000	$14.15
1052053300000	$14.15	1052054140000	$14.15
1052053310000	$14.15	1052054150000	$14.15
1052053320000	$14.15	1052054160000	$14.15
1052053330000	$14.15	1052054170000	$14.15
1052053340000	$14.15	1052054180000	$14.15
1052053350000	$14.15	1052054190000	$14.15
1052053360000	$14.15	1052054200000	$14.15
1052053370000	$14.15	1052054210000	$14.15
1052053380000	$14.15	1052054220000	$14.15
1052053390000	$14.15	1052054230000	$14.15
1052053400000	$14.15	1052054240000	$14.15
1052053410000	$14.15	1052054250000	$14.15
1052053420000	$14.15	1052054260000	$14.15
1052053430000	$14.15	1052054270000	$14.15
1052053440000	$14.15	1052054280000	$14.15
1052053450000	$14.15	1052054290000	$14.15
1052053460000	$14.15	1052054300000	$14.15
1052053470000	$14.15	**94**	**$1,330.10**
1052053480000	$14.15		

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APN	Levy Amount	APN	Levy Amount
1051643010000	$16.89	1051643490000	$16.89
1051643020000	$16.89	1051643500000	$16.89
1051643030000	$16.89	1051643510000	$16.89
1051643040000	$16.89	1051643520000	$16.89
1051643050000	$16.89	1051643530000	$16.89
1051643060000	$16.89	1051643540000	$16.89
1051643070000	$16.89	1051643550000	$16.89
1051643080000	$16.89	1051643560000	$16.89
1051643090000	$16.89	1051643570000	$16.89
1051643100000	$16.89	1051643580000	$16.89
1051643110000	$16.89	1051643590000	$16.89
1051643120000	$16.89	**59**	**$996.51**
1051643130000	$16.89		
1051643140000	$16.89		
1051643150000	$16.89		
1051643160000	$16.89		
1051643170000	$16.89		
1051643180000	$16.89		
1051643190000	$16.89		
1051643200000	$16.89		
1051643210000	$16.89		
1051643220000	$16.89		
1051643230000	$16.89		
1051643240000	$16.89		
1051643250000	$16.89		
1051643260000	$16.89		
1051643270000	$16.89		
1051643280000	$16.89		
1051643290000	$16.89		
1051643300000	$16.89		
1051643310000	$16.89		
1051643320000	$16.89		
1051643330000	$16.89		
1051643340000	$16.89		
1051643350000	$16.89		
1051643360000	$16.89		
1051643370000	$16.89		
1051643380000	$16.89		
1051643390000	$16.89		
1051643400000	$16.89		
1051643410000	$16.89		
1051643420000	$16.89		
1051643430000	$16.89		
1051643440000	$16.89		
1051643450000	$16.89		
1051643460000	$16.89		
1051643470000	$16.89		
1051643480000	$16.89		

CITY OF CHINO **LMD 2002-1**

CC08SL80 - LMD 2002-1 71

APN	Levy Amount	APN	Levy Amount
1020091150000	$16.02		
1020091160000	$16.02		
1020091170000	$16.02		
1020091180000	$16.02		
1020091190000	$16.02		
1020091200000	$16.02		
1020091210000	$16.02		
1020091220000	$16.02		
1020091230000	$16.02		
1020091240000	$16.02		
1020091250000	$16.02		
1020091260000	$16.02		
1020091270000	$16.02		
1020091280000	$16.02		
1020091290000	$16.02		
1020091300000	$16.02		
1020091310000	$16.02		
1020091320000	$16.02		
1020091330000	$16.02		
1020091340000	$16.02		
1020091350000	$16.02		
1020091360000	$16.02		
1020091370000	$16.02		
23	**$368.46**		

CITY OF CHINO **LMD 2002-1**

CC08SL92 - LMD 2002-1 72

APN	Levy Amount	APN	Levy Amount
1021032080000	$342.71		
1	**$342.71**		

CC08SL93 - LMD 2002-1 75

APN	Levy Amount	APN	Levy Amount
1053501090000	$13.79	1053611080000	$13.79
1053501100000	$13.79	1053611090000	$13.79
1053501110000	$13.79	1053611100000	$13.79
1053501120000	$13.79	1053611110000	$13.79
1053501130000	$13.79	1053611120000	$13.79
1053501140000	$13.79	1053611130000	$13.79
1053501150000	$13.79	1053611140000	$13.79
1053501160000	$13.79	1053611150000	$13.79
1053501170000	$13.79	1053611160000	$13.79
1053501180000	$13.79	1053611170000	$13.79
1053501200000	$13.79	1053611180000	$13.79
1053501210000	$13.79	1053611190000	$13.79
1053501220000	$13.79	1053611200000	$13.79
1053501230000	$13.79	1053611210000	$13.79
1053501240000	$13.79	1053611220000	$13.79
1053501250000	$13.79	1053611230000	$13.79
1053501260000	$13.79	1053611240000	$13.79
1053501270000	$13.79	1053611250000	$13.79
1053501280000	$13.79	1053611260000	$13.79
1053501290000	$13.79	1053611270000	$13.79
1053501300000	$13.79	1053611280000	$13.79
1053501310000	$13.79	1053611290000	$13.79
1053501320000	$13.79	1053611300000	$13.79
1053501330000	$13.79	1053611310000	$13.79
1053501340000	$13.79	1053611320000	$13.79
1053501350000	$13.79	1053611330000	$13.79
1053501360000	$13.79	1053611340000	$13.79
1053501370000	$13.79	1053611350000	$13.79
1053501380000	$13.79	1053612010000	$13.79
1053501390000	$13.79	1053612020000	$13.79
1053501400000	$13.79	1053612030000	$13.79
1053501410000	$13.79	1053612040000	$13.79
1053501420000	$13.79	1053612050000	$13.79
1053501430000	$13.79	1053612060000	$13.79
1053501440000	$13.79	1053612070000	$13.79
1053501450000	$13.79	1053612080000	$13.79
1053501460000	$13.79	1053612090000	$13.79
1053501470000	$13.79	1053612100000	$13.79
1053501480000	$13.79	1053612110000	$13.79
1053501490000	$13.79	1053612120000	$13.79
1053501500000	$13.79	1053612130000	$13.79
1053501510000	$13.79	1053612140000	$13.79
1053501520000	$13.79	1053612150000	$13.79
1053501530000	$13.79	1053612160000	$13.79
1053501540000	$13.79	1053612170000	$13.79
1053501550000	$13.79	1053612180000	$13.79
1053611060000	$13.79	1053612190000	$13.79
1053611070000	$13.79	1053612200000	$13.79

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APN	Levy Amount
1053612210000	$13.79
1053612220000	$13.79
1053612230000	$13.79
1053612240000	$13.79
1053612250000	$13.79
1053612260000	$13.79
1053612270000	$13.79
1053612280000	$13.79
1053612290000	$13.79
1053612300000	$13.79
1053612310000	$13.79
1053612320000	$13.79
1053612330000	$13.79
1053612340000	$13.79
1053612350000	$13.79
1053612360000	$13.79
1053612370000	$13.79
1053612380000	$13.79
1053612390000	$13.79
1053612400000	$13.79
1053612410000	$13.79
1053612420000	$13.79
1053612430000	$13.79
1053612440000	$13.79
1053612450000	$13.79
1053612460000	$13.79
1053612470000	$13.79
1053612480000	$13.79
1053612490000	$13.79
1053612500000	$13.79
1053612510000	$13.79
1053612520000	$13.79
1053612530000	$13.79
1053612540000	$13.79
1053612550000	$13.79
1053612560000	$13.79
1053612570000	$13.79
1053612580000	$13.79
1053612590000	$13.79
1053612600000	$13.79
1053612610000	$13.79
1053612620000	$13.79
1053612630000	$13.79
1053612640000	$13.79
1053612650000	$13.79
1053612660000	$13.79
1053612670000	$13.79
1053612680000	$13.79
1053612690000	$13.79
1053612700000	$13.79
1053612710000	$13.79
147	**$2,027.13**

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APN	Levy Amount	APN	Levy Amount
1053061110000	$16.50	1053061600000	$16.50
1053061120000	$16.50	1053061610000	$16.50
1053061130000	$16.50	1053061620000	$16.50
1053061140000	$16.50	1053061630000	$16.50
1053061150000	$16.50	1053061640000	$16.50
1053061160000	$16.50	1053061650000	$16.50
1053061170000	$16.50	1053061660000	$16.50
1053061180000	$16.50	1053061670000	$16.50
1053061190000	$16.50	1053061680000	$16.50
1053061200000	$16.50	1053061690000	$16.50
1053061210000	$16.50	1053061700000	$16.50
1053061220000	$16.50	1053061710000	$16.50
1053061230000	$16.50	1053061720000	$16.50
1053061240000	$16.50	1053061730000	$16.50
1053061250000	$16.50	1053061740000	$16.50
1053061260000	$16.50	1053061750000	$16.50
1053061270000	$16.50	1053061760000	$16.50
1053061280000	$16.50	1053061770000	$16.50
1053061290000	$16.50	1053061780000	$16.50
1053061300000	$16.50	1053061790000	$16.50
1053061310000	$16.50	1053061800000	$16.50
1053061320000	$16.50	1053062010000	$16.50
1053061330000	$16.50	1053062020000	$16.50
1053061340000	$16.50	1053062030000	$16.50
1053061350000	$16.50	1053062040000	$16.50
1053061360000	$16.50	1053062050000	$16.50
1053061370000	$16.50	1053062060000	$16.50
1053061380000	$16.50	1053062070000	$16.50
1053061390000	$16.50	1053062080000	$16.50
1053061400000	$16.50	1053062090000	$16.50
1053061410000	$16.50	1053062100000	$16.50
1053061420000	$16.50	1053062110000	$16.50
1053061430000	$16.50	1053062120000	$16.50
1053061440000	$16.50	1053062130000	$16.50
1053061450000	$16.50	1053062140000	$16.50
1053061460000	$16.50	1053062150000	$16.50
1053061470000	$16.50	1053062160000	$16.50
1053061480000	$16.50	1053062170000	$16.50
1053061490000	$16.50	1053062180000	$16.50
1053061500000	$16.50	1053062190000	$16.50
1053061510000	$16.50	1053062200000	$16.50
1053061520000	$16.50	1053062210000	$16.50
1053061530000	$16.50	1053062220000	$16.50
1053061550000	$16.50	1053062230000	$16.50
1053061560000	$16.50	1053062240000	$16.50
1053061570000	$16.50	1053062260000	$16.50
1053061580000	$16.50	1053062270000	$16.50
1053061590000	$16.50	1053062280000	$16.50

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APN	Levy Amount	APN	Levy Amount
1053062290000	$16.50		
1053062300000	$16.50		
1053062310000	$16.50		
1053062320000	$16.50		
1053062330000	$16.50		
1053062350000	$16.50		
1053062360000	$16.50		
1053062370000	$16.50		
1053062380000	$16.50		
1053062390000	$16.50		
1053062400000	$16.50		
1053062410000	$16.50		
1053062420000	$16.50		
1053062430000	$16.50		
1053062440000	$16.50		
1053062450000	$16.50		
1053062460000	$16.50		
1053062470000	$16.50		
1053062480000	$16.50		
1053062490000	$16.50		
1053062500000	$16.50		
1053062510000	$16.50		
1053062520000	$16.50		
1053062530000	$16.50		
1053062540000	$16.50		
1053062550000	$16.50		
122	**$2,013.00**		

CC08SL85 - LMD 2002-1 79

APN	Levy Amount	APN	Levy Amount
1056141070000	$366.86		
1	**$366.86**		

CC08SL87 - LMD 2002-1 80

APN	Levy Amount	APN	Levy Amount
1014272010000	$22.92	1014273130000	$22.92
1014272020000	$22.92	1014273140000	$22.92
1014272030000	$22.92	1014273150000	$22.92
1014272040000	$22.92	1014273160000	$22.92
1014272050000	$22.92	1014273170000	$22.92
1014272060000	$22.92	1014273180000	$22.92
1014272070000	$22.92	1014273190000	$22.92
1014272080000	$22.92	1014273200000	$22.92
1014272090000	$22.92	1014273210000	$22.92
1014272100000	$22.92	1014273220000	$22.92
1014272110000	$22.92	1014273230000	$22.92
1014272120000	$22.92	1014273240000	$22.92
1014272130000	$22.92	1014273250000	$22.92
1014272140000	$22.92	1014273260000	$22.92
1014272150000	$22.92	1014273270000	$22.92
1014272160000	$22.92	1014273280000	$22.92
1014272170000	$22.92	1014273290000	$22.92
1014272180000	$22.92	1014273300000	$22.92
1014272190000	$22.92	1014273310000	$22.92
1014272200000	$22.92	1014273320000	$22.92
1014272210000	$22.92	1014273330000	$22.92
1014272220000	$22.92	1014273340000	$22.92
1014272230000	$22.92	1014273350000	$22.92
1014272240000	$22.92	1014273360000	$22.92
1014272250000	$22.92	1014273370000	$22.92
1014272260000	$22.92	1014273380000	$22.92
1014272270000	$22.92	1014273390000	$22.92
1014272280000	$22.92	1014273400000	$22.92
1014272290000	$22.92	1014273410000	$22.92
1014272300000	$22.92	1014273420000	$22.92
1014272310000	$22.92	1014273430000	$22.92
1014272320000	$22.92	1014273440000	$22.92
1014272330000	$22.92	1014273450000	$22.92
1014272340000	$22.92	1014273460000	$22.92
1014272350000	$22.92	1014273470000	$22.92
1014272360000	$22.92	1014273480000	$22.92
1014273010000	$22.92	1014273490000	$22.92
1014273020000	$22.92	1014273500000	$22.92
1014273030000	$22.92	1014273510000	$22.92
1014273040000	$22.92	1014273520000	$22.92
1014273050000	$22.92	1014273530000	$22.92
1014273060000	$22.92	1014273540000	$22.92
1014273070000	$22.92	1014273550000	$22.92
1014273080000	$22.92	1014273560000	$22.92
1014273090000	$22.92	1014273570000	$22.92
1014273100000	$22.92	1014273580000	$22.92
1014273110000	$22.92	**94**	**$2,154.48**
1014273120000	$22.92		

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APN	Levy Amount	APN	Levy Amount
1016451440000	$808.08		
1	**$808.08**		

CITY OF CHINO **LMD 2002-1**

CC08SL97 - LMD 2002-1 83

APN	Levy Amount	APN	Levy Amount
1056061040000	$882.03		
1	**$882.03**		

CC08SL86 - LMD 2002-1 84

APN	Levy Amount	APN	Levy Amount
1021142150000	$221.43		
1	**$221.43**		

CC08SL98 - LMD 2002-1 85

APN	Levy Amount	APN	Levy Amount
1021361520000	$164.96		
1021361530000	$164.96		
2	**$329.92**		

APN	Levy Amount	APN	Levy Amount

Parcel Count	Levy Amount
1,995	$242,777.20

3788 McCray St.
Riverside, CA 92506
951.200.8600
www.webbmfinance.com

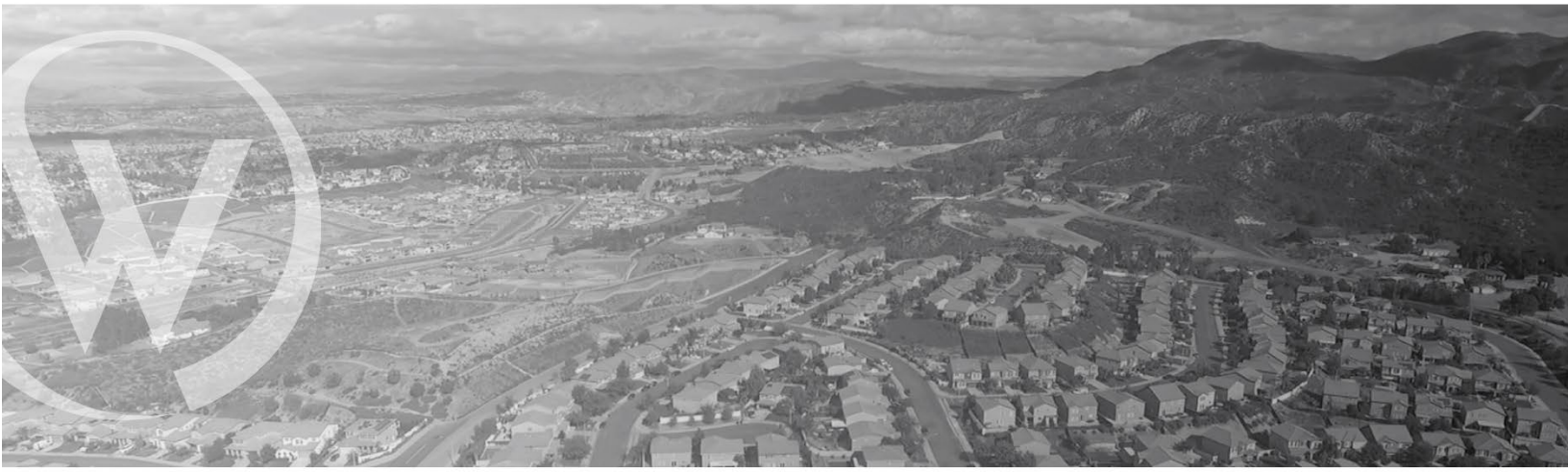
Preliminary Engineer's Report

Fiscal Year 2026-2027

City of Chino
Landscape and Street Light Maintenance District
Nos. 75-1, 75-2, 76-1, 76-2, and 83-2

Prepared For

July 2026



webbmfinance.com

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Appendix A. Fiscal Year 2026-2027 Assessment Roll _____ A-1

i. Engineer's Statement

AGENCY: CITY OF CHINO
PROJECT: LANDSCAPE AND STREET LIGHT MAINTENANCE DISTRICT NOS. 75-1, 75-2, 76-1, 76-2, AND 83-2
TO: CITY COUNCIL
CITY OF CHINO
STATE OF CALIFORNIA

Report Pursuant to "Landscaping and Lighting Act of 1972"

Pursuant to direction from the City Council (the "City Council") of the City of Chino (the "City"), State of California, submitted herewith is the Engineer's Report for Landscape and Street Light Maintenance District Nos. 75-1, 75-2, 76-1, 76-2, and 83-2 (the "Report"), consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972" (the "Act"), as amended, commencing with Section 22500, Article XIII D, and which is in accordance with Resolution No. 2026-___ adopted by the City of Chino City Council, San Bernardino County, California ordering the preparation of the Report for Landscape and Street Light Maintenance District Nos. 75-1, 75-2, 76-1, 76-2, and 83-2 (the "Districts"). This Report is applicable for the ensuing 12-month period, being the Fiscal Year commencing July 1, 2026, to June 30, 2027.

SECTION 1 **PLANS AND SPECIFICATIONS** of the improvements to be maintained and/or improved for the Fiscal Year. The plans and specifications show and describe the existing improvements and are sufficient in showing and describing the general nature, location, and extent of the improvements.

SECTION 2 The **METHOD OF ASSESSMENT APPORTIONMENT** calculates the receipt of special benefit and the general benefit derived from the installation and maintenance and servicing of the respective improvements located throughout the District, and the methodology used to apportion the total assessment to the properties within the District.

SECTION 3 A **COST ESTIMATE** of the improvements to be maintained and/or improved for the mentioned Fiscal Year.

SECTION 4 An **ASSESSMENT ROLL** showing the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the boundaries as shown on the Diagram.

i. Engineer's Statement

WHEREAS, on July 7, 2026, the City Council under the Act, adopted its Resolution Initiating Proceedings for the Annual Levy of Assessments and Ordering the Preparation of an Engineer's Report for the Districts;

WHEREAS, the Resolution of Initiation directed Webb Municipal Finance, LLC to prepare and file a report presenting plans and specifications describing the general nature, location, and extent of improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the Districts for the referenced Fiscal Year, a diagram for the Districts showing the area and properties to be assessed, and an assessment of the estimated costs of the maintenance, operations and servicing of the improvements, assessing the net amount upon all assessable lots and-or parcels within the Districts in proportion to the special benefit received;

NOW THEREFORE, the assessments are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received.

i. Engineer's Statement

I, Matthew E. Webb, a Professional Civil Engineer (employed at Albert A. Webb Associates and retained through an agreement between Webb Municipal Finance, LLC, and my employer) do hereby assess and apportion the total amount of the costs and expenses upon the parcels of land within said Districts liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance, works of improvement, and appurtenances. Please note that Albert A. Webb Associates provides engineering advice and related consulting services. Albert A. Webb Associates is not a registered municipal advisor and does not participate in municipal advisory activities, and nothing in this Engineer's Report is, or should be interpreted to be, municipal advisory services or advice.

Executed this _____ day of _____ 2026.



ALBERT A. WEBB ASSOCIATES

MATTHEW E. WEBB
PROFESSIONAL CIVIL ENGINEER NO. 37385
ENGINEER OF WORK
ON BEHALF OF THE CITY OF CHINO
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's Report were made on the _____ day of _____ 2026, by adoption of Resolution No. _____ By City Council.

CITY CLERK
CITY OF CHINO
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's Report were filed in the City Clerk's Office on the _____ day of _____ , 2026.

CITY CLERK
CITY OF CHINO
STATE OF CALIFORNIA

1. Plans and Specifications

Landscaping and Lighting Act of 1972: Improvements

The law allows the Districts, by direct benefit assessments, to provide funding for the installation, maintenance, operation, and administration of the following improvements:

- the installation, construction, repair, renovation, or replacement of public lighting facilities, including, but not limited to, traffic signals and streetlights;
- the installation or planting of landscaping in common landscape areas;
- the trimming of trees in common landscape areas;
- the installation or construction of statuary, fountains or other ornamental structures and facilities;
- the installation of park or recreational improvements;
- the maintenance and/or servicing of the above;
- the acquisition of land for park, recreational or open space purposes;
- the installation or construction of facilities appurtenant to the above or which are necessary or convenient for the maintenance and servicing; and
- incidental expenses related to the District.

The Landscape and Lighting Act of 1972, Section 22573, provides that assessments be apportioned with reference to special benefit rather than according to assessed value. The section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to estimated benefits to be received by each such lot or parcel from the improvements. The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 {commencing with Section 5000})."

The Act also provides for the classification of various areas within an assessment district into different zones where:

> "By reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements; a zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

As the assessments are levied on the basis of benefit, they are not a tax, and therefore are not governed by Article XIIIA of the Constitution of the State of California.

Properties owned by public agencies, such as the city, county, state, or federal government, are no longer exempt from assessment pursuant to the passage of Proposition 218. However, said public parcels will not be assessed during Fiscal Year 2026-2027 because the City of Chino invoked an exemption as noted in Article 4.6 Section 53753.5. (b)(2) of Chapter 4 Part 1 of Division 2 of Title 5 of the Government Code:

> "Any assessment imposed pursuant to a petition signed by the persons owning all parcels subject to the assessment at the time the assessment is initially imposed."

When public property is not devoted to public use, it is assessed. Right-of-way owned by Southern California Edison Company and railroad operating right-of-way are also exempt from assessment.

Landscape and Street Lighting Districts 75-1, 75-2, 76-1, 76-2, and 83-2

The plans and specifications for the improvements within the Districts are on file and available for public inspection in the office of the City Engineer and are part of this Report to the same extent as if said documents were attached hereto. The Assessor's maps identifying the boundaries of the parcels located within each zone are on file in the office of the County Assessor and are by reference made a part of this Report to the same extent as if they were attached. A detailed parcel list is included as Appendix C. The general nature and extent of improvements are as follows:

1. Plans and Specifications

The Districts were established to provide for the installation, ongoing maintenance, operation, and servicing of landscape and public street lighting improvements installed in connection with the development of parcels within the Districts.

Streetlights

The maintenance for streetlight improvements may include, but is not limited to, the repair, removal and replacement of all or any part necessary to provide for the normal operation of streetlights. Routine repairs include replacing of the light bulb, lamp, glassware, fuse, or photocell. Extraordinary repair includes replacement of the ballast, luminaire, or correction of a wiring problem. Also included are the energy costs of the streetlight system.

Landscaping

The maintenance for landscape improvements include, but is not limited to, the repair, removal or replacement of the landscaping: providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, other solid waste; the maintenance, repair and replacement, necessary for all irrigation systems, and the removal of graffiti from walls immediately adjacent to the cultivated areas. Also included are the energy costs of the irrigation system.

The engineering drawings for the improvements to be operated and maintained by the Districts are on file in the office of the City Engineer and are available for public inspection during normal business hours.

2. Method of Assessment Apportionment

Proposition 218 Compliance

On November 5, 1996, California voters approved Proposition 218, entitled "Right to Vote on Taxes Act," which added Article XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts. Proposition 218 also requires that with certain specified exceptions, which are described below, all existing assessment districts must be ratified by the property owners within the District using the new procedures.

Some of these exceptions include:

1) Any assessments imposed exclusively to finance the capital cost or maintenance and operation expenses for streets.
2) Any assessments levied pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed

However, even if assessments are initially exempt from Proposition 218, if the assessments are increased in the future, the City will need to comply with the provisions of Proposition 218 for that portion of the increased assessment formula (e.g., CPI increase).

Proposition 218 does not define the term "streets," however, based on the opinions of the public agency officials, attorneys, assessment engineers, and Senate Bill 919, it has been determined that streets include all public improvements located within the street rights-of-way. This would include median and parkway landscaping, traffic signals, safety lighting, and street lighting.

Proposition 218 defines "assessment" as "any levy or charge upon real property by an agency for a special benefit conferred upon the real property," California Constitution, Article XIII D, §2(b). A special assessment, sometimes called a "benefit assessment," is a charge generally levied upon parcels of real property to pay for benefits the parcels receive from local improvements. Special assessments are levied according to statutory authority granted by the Legislature or, in some instances, local charters. Distinguishing among taxes, fees, and assessments can be difficult and often depends on the context in which the distinction is made. For example, taxes, assessments, and property-related fees all may be imposed on property. The key feature that distinguishes an assessment from a tax, fee, or charge is the existence of a special benefit to real property. Without identifying a special benefit, there can be no assessment.

Distinguishing General and Special Benefit

Proposition 218 added a set of procedures and requirements, which a local government must follow to levy an assessment. In addition to notice, hearing, and assessment ballot proceedings, Proposition 218 provides that "only special benefits are assessable" and requires a local government to "separate the general benefits from the special benefits conferred on a parcel."

By its nature, most public improvements financed through an assessment district contain an element of public benefit. The test is: does there exist, with relation to the improvement, a special benefit to the property assessed? The law requires that portion of the cost of the improvement, which benefits the public generally to be separated from that portion of the cost of the improvement, which specially benefits assessed properties. Proposition 218 provides the following definition of "Special Benefit":

> "Special Benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit".

Method of Assessment Apportionment

The law, including Article XIIID of the Constitution of the State of California, requires and the statutes, including the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), provide that special assessments, as levied pursuant to the "Landscaping and Lighting Act of 1972," must be based solely on the special benefit properties receive from the improvements. The statutes do not specify the method or formula that should be used to apportion the assessment in any special assessment district proceedings. The City of Chino has retained the firm of Webb Municipal Finance, LLC for the purpose of assisting the City of Chino in making an analysis of the facts in Landscape and Street Light Maintenance District Nos. 75-1, 75-2, 76-1, 76-2, and 83-2, and recommending to the City of Chino the correct apportionment of the assessment obligation.

In performing the analysis, it was necessary to identify the benefits that the improvements being financed will render to the properties within the boundaries of these Assessment Districts and to determine the extent to which such properties receive a direct and special benefit as distinguished from that of the general public.

The method of apportionment of assessment is described below.

Street Lighting

The Street Lighting maintenance provided by the Districts applies to both Interior Street Lights and Perimeter Street Lights located within each District's boundaries. The primary benefits of street lighting consist of safety for pedestrians, motorists and residents living and owning property in the Districts during the nighttime hours. Street lighting increases nighttime safety on the roads and streets by improving traffic circulation and reducing nighttime accidents, improving ingress and egress to property, improving access of emergency vehicles and reduction in vandalism and other criminal activities.

Interior Street Lights are defined as those located on streets that are not considered a Primary Arterial, Major Arterial, or Secondary Arterials as identified by the City's General Plan. Based on their location and function, these lights provide a distinct and special benefit to all developed parcels within the Districts. Each and every parcel within the Districts receives a particular and distinct benefit from the operation and on-going maintenance of the Interior Street Lights over and above any general benefits that are provided and as such, the entire cost associated with these lights is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the Districts.

Perimeter Street Lights are defined as those lights located on streets that are classified as Primary Arterials, Major Arterials, or Secondary Arterials as identified by the City's General Plan. Based on their location and function, the Perimeter Street Lights provide both special and general benefit to all developed parcels within the various Zones in the Districts. Due to the general benefit that is provided to the surrounding community from the operation and on-going maintenance of these lights, the City contributes 50 percent (50%) of the total annual cost related to the operation and maintenance for all perimeter lights with the various Zones in the Districts. The remaining 50 percent (50%) of the operation and maintenance cost is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the Districts.

Landscaping

The landscape maintenance provided to the various zones within the Districts applies to both Interior Landscaping and Perimeter Landscaping. The primary benefits that well maintained landscaping provides are the beautification and enhancement of the desirability of the surroundings. These improvements provide special benefit to those developments that are directly adjacent to the landscape improvements as well as some general benefit. It also creates surroundings that are more pleasant for motorists, residents, equestrians, and pedestrians within the Districts.

2. Method of Assessment Apportionment

Interior Landscaping is defined as areas within each District's boundaries that are not considered a Primary Arterial, Major Arterial, or Secondary Arterials as identified by the City's General Plan. Each and every parcel within the Districts receives a particular and distinct benefit from the ongoing maintenance of the Interior Landscaping over and above any general benefits that are provided and as such, the entire cost associated with these areas of landscaping is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the Districts.

Perimeter Landscaping is defined as areas within each District's boundaries that are classified as Primary Arterials, Major Arterials, or Secondary Arterials as identified by the City's General Plan. Based on their location and purpose, the Perimeter Landscaping provides both special and general benefit to all developed parcels within the various Zones in the Districts. Due to the general benefit that is provided to the surrounding community from the ongoing maintenance of these landscaped areas, the City contributes 50 percent (50%) of the total annual cost related to any perimeter landscape maintenance with the various Zones in the Districts. The remaining 50 percent (50%) of the maintenance cost is assessed equally to each lot or parcel of benefiting tracts or parcel maps designated by Zones within the Districts.

Each of the parcels within the zones listed below have been deemed to receive proportional special benefit from the maintenance and operation of the improvements within that zone. The Fiscal Year 2026-2027 proposed assessments per zone are as follows:

Table 3-1
Fiscal Year 2026-2027 Proposed Assessments

		Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
75-1		$1,640.64	32	$51.27	$51.27	100.00%	$10,193.38
75-2		$3,887.62	41	$94.82	$94.82	100.00%	$13,516.99
76-1		$5,893.37	38	$165.84	$155.09	93.52%	$13,099.96
76-2		$6,665.58	114	$58.47	$58.47	100.00%	$15,000.04
83-2	Zone A	$1,462.50	50	$29.25	$29.25	100.00%	$2,869.41
83-2	Zone B	$1,108.23	41	$27.03	$27.03	100.00%	$2,147.90
83-2	Zone C	$4,437.60	240	$18.49	$18.49	100.00%	$7,301.89
83-2	Zone D	$823.02	43	$19.14	$19.14	100.00%	$1,369.56
83-2	Zone 001	$4,877.91	83	$58.77	$58.77	100.00%	$9,453.18
83-2	Zone 002	$6,359.46	83	$76.62	$76.62	100.00%	$13,188.85
83-2	Zone 003	$1,425.00	75	$19.00	$19.00	100.00%	$2,380.63
83-2	Zone 004	$363.09	21	$17.29	$17.29	100.00%	$363.09
83-2	Zone 005	$340.83	21	$16.23	$16.23	100.00%	$457.29
83-2	Zone 006	$1,495.11	43	$34.77	$34.77	100.00%	$1,876.09
83-2	Zone 007	$1,219.50	45	$27.10	$27.10	100.00%	$5,014.62
83-2	Zone 008	$810.73	19	$42.67	$42.67	100.00%	$1,364.50
83-2	Zone 009	$810.73	19	$42.67	$42.67	100.00%	$1,206.76
83-2	Zone 011	$4,209.60	96	$43.85	$43.85	100.00%	$11,609.06
83-2	Zone 012	$745.08	14	$53.22	$53.22	100.00%	$1,988.96
83-2	Zone 013	$714.55	31	$23.05	$23.05	100.00%	$1,776.80
83-2	Zone 014	$4,361.45	95	$45.91	$45.91	100.00%	$7,141.73
83-2	Zone 015	$2,944.04	44	$66.91	$66.91	100.00%	$8,379.86
83-2	Zone 016	$1,087.70	54	$29.25	$20.14	68.86%	$1,087.70
83-2	Zone 017	$1,623.84	34	$47.76	$47.76	100.00%	$3,703.40

		Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
83-2	Zone 018	$912.95	19	$48.05	$48.05	100.00%	$2,297.58
83-2	Zone 019	$1,123.46	26	$43.21	$43.21	100.00%	$3,487.52
83-2	Zone 020	$215,007.21	1,227	$175.23	$175.23	100.00%	$590,354.39
83-2	Zone 022	$427.86	18	$35.91	$23.77	66.19%	$427.86
83-2	Zone 024	$2,056.40	20	$102.82	$102.82	100.00%	$4,081.31
83-2	Zone 025	$958.64	23	$41.68	$41.68	100.00%	$2,927.77
83-2	Zone 026	$53.89	1	$53.89	$53.89	100.00%	$85.43
83-2	Zone 027	$233.24	14	$16.66	$16.66	100.00%	$427.17
83-2	Zone 028	$240.86	1	$240.86	$240.86	100.00%	$457.42
83-2	Zone 029	$471.10	7	$67.30	$67.30	100.00%	$622.14
83-2	Zone 030	$446.08	8	$55.76	$55.76	100.00%	$524.66
83-2	Zone 031	$257.79	2	$135.28	$128.89	95.28%	$257.79
83-2	Zone 032	$377.25	3	$125.75	$125.75	100.00%	$1,456.25
83-2	Zone 033	$642.15	1	$642.15	$642.15	100.00%	$923.62
83-2	Zone 034	$421.88	4	$105.47	$105.47	100.00%	$510.94
83-2	Zone 036	$273.72	2	$136.86	$136.86	100.00%	$446.60
83-2	Zone 037	$485.00	5	$97.00	$97.00	100.00%	$485.00
83-2	Zone 038	$378.20	1	$378.20	$378.20	100.00%	$389.41
83-2	Zone 039	$2,625.35	65	$40.39	$40.39	100.00%	$4,505.24
83-2	Zone 041	$8,682.24	128	$67.83	$67.83	100.00%	$24,275.10
83-2	Zone 042	$200.61	2	$122.68	$100.31	81.76%	$200.61
83-2	Zone 043	$137.44	2	$111.52	$68.72	61.62%	$137.44
83-2	Zone 045	$429.64	6	$72.22	$71.61	99.15%	$429.64
83-2	Zone 046	$1,178.52	4	$294.63	$294.63	100.00%	$1,200.57
83-2	Zone 048	$289.90	10	$28.99	$28.99	100.00%	$289.90
83-2	Zone 049	$233.68	1	$233.68	$233.68	100.00%	$233.68
83-2	Zone 050	$515.97	15	$38.24	$34.40	89.95%	$515.97
83-2	Zone 051	$171.86	3	$72.96	$57.29	78.52%	$171.86
83-2	Zone 052	$377.25	3	$125.75	$125.75	100.00%	$427.17
83-2	Zone 053	$445.41	21	$21.21	$21.21	100.00%	$525.67
83-2	Zone 054	$446.02	15	$29.97	$29.73	99.21%	$446.02
83-2	Zone 055	$85.93	1	$163.89	$85.93	52.43%	$85.93
83-2	Zone 057	$835.05	15	$55.67	$55.67	100.00%	$835.05
83-2	Zone 059	$330.75	7	$47.25	$47.25	100.00%	$330.75
83-2	Zone 061	$459.87	3	$153.29	$153.29	100.00%	$701.13
83-2	Zone 062	$331.87	3	$270.90	$110.62	40.84%	$331.87
83-2	Zone 063	$233.68	1	$233.68	$233.68	100.00%	$233.68
83-2	Zone 064	$1,576.00	4	$394.00	$394.00	100.00%	$1,576.00
83-2	Zone 065	$108.06	1	$151.96	$108.06	71.11%	$108.06
83-2	Zone 067	$755.70	6	$392.17	$125.95	32.12%	$755.70
83-2	Zone 069	$1,361.19	8	$227.38	$170.15	74.83%	$2,409.32
83-2	Zone 070	$179.66	12	$19.24	$14.97	77.82%	$179.66
83-2	Zone 074	$15,413.16	49	$3,693.01	$314.55	8.52%	$15,413.16
83-2	Zone 076	$200.95	1	$200.95	$200.95	100.00%	$256.30
83-2	Zone 078	$125.74	2	$62.87	$62.87	100.00%	$194.31
83-2	Zone 079	$200.96	16	$12.56	$12.56	100.00%	$200.96

2. Method of Assessment Apportionment

		Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
83-2	Zone 080	$14,290.20	34	$420.30	$420.30	100.00%	$37,344.21
83-2	Zone 082	$4,001.78	38	$105.31	$105.31	100.00%	$15,562.33
83-2	Zone 086	$247.26	2	$123.63	$123.63	100.00%	$311.48
83-2	Zone 087	$628.52	2	$314.26	$314.26	100.00%	$1,190.80
83-2	Zone 088	$146.32	8	$18.29	$18.29	100.00%	$170.87
83-2	Zone 089	$258.17	1	$258.17	$258.17	100.00%	$408.08
83-2	Zone 090	$497.04	3	$165.68	$165.68	100.00%	$1,554.12
83-2	Zone 091	$206.85	1	$206.85	$206.85	100.00%	$280.26
83-2	Zone 093	$309.25	5	$61.85	$61.85	100.00%	$309.25
83-2	Zone 094	$69.08	2	$34.54	$34.54	100.00%	$97.41
83-2	Zone 095	$593.67	8	$227.79	$74.21	32.58%	$593.67
83-2	Zone 096	$326.19	3	$108.73	$108.73	100.00%	$336.70
83-2	Zone 097	$211.42	2	$105.71	$105.71	100.00%	$274.37
83-2	Zone 098	$6,330.41	83	$76.27	$76.27	100.00%	$14,117.37
83-2	Zone 099	$207.82	2	$103.91	$103.91	100.00%	$341.74
83-2	Zone 100	$779.82	6	$129.97	$129.97	100.00%	$897.55
83-2	Zone 101	$61.96	1	$61.96	$61.96	100.00%	$170.87
83-2	Zone 102	$11,731.28	88	$133.31	$133.31	100.00%	$21,159.61
83-2	Zone 103	$4,656.40	14	$332.60	$332.60	100.00%	$9,644.25
83-2	Zone 104	$154.72	1	$154.72	$154.72	100.00%	$170.87
83-2	Zone 105	$154.70	5	$30.94	$30.94	100.00%	$374.80
83-2	Zone 106	$82.17	1	$82.17	$82.17	100.00%	$97.41
83-2	Zone 107	$112.63	1	$122.37	$112.63	92.04%	$112.63
83-2	Zone 108	$7,290.36	3	$2,430.12	$2,430.12	100.00%	$17,278.05
83-2	Zone 109	$1,431.72	6	$238.62	$238.62	100.00%	$2,392.17
83-2	Zone 110	$58.96	4	$16.56	$14.74	89.01%	$60.22
83-2	Zone 111	$429.84	3	$143.28	$143.28	100.00%	$445.24
83-2	Zone 112	$12,189.02	61	$199.82	$199.82	100.00%	$31,900.41
83-2	Zone 113	$13,983.64	61	$229.24	$229.24	100.00%	$35,041.32
83-2	Zone 114	$19,463.04	64	$304.11	$304.11	100.00%	$51,486.11
83-2	Zone 115	$4,316.80	38	$113.60	$113.60	100.00%	$9,457.66
83-2	Zone 117	$1,989.36	24	$82.89	$82.89	100.00%	$1,989.36
83-2	Zone 118	$154.72	1	$154.72	$154.72	100.00%	$154.72
83-2	Zone 119A	$85.11	10	$9.98	$8.51	85.28%	$85.43
83-2	Zone 120	$269.27	2	$251.47	$134.64	53.54%	$292.23
83-2	Zone 121	$255.23	1	$255.23	$255.23	100.00%	$255.23
83-2	Zone 122	$1,446.60	5	$289.32	$289.32	100.00%	$1,446.60
83-2	Zone 123	$67.35	1	$72.21	$67.35	93.27%	$68.01
83-2	Zone 124	$80.20	2	$66.61	$40.10	60.20%	$80.20
83-2	Zone 125	$147.02	3	$154.72	$49.01	31.67%	$147.02
83-2	Zone 126	$226.47	3	$75.49	$75.49	100.00%	$256.30
83-2	Zone 127	$349.20	12	$29.10	$29.10	100.00%	$383.69
83-2	Zone 128	$5,143.53	147	$34.99	$34.99	100.00%	$10,061.24
83-2	Zone 129	$386.85	15	$25.79	$25.79	100.00%	$451.29
83-2	Zone 130	$26,893.10	65	$413.74	$413.74	100.00%	$82,562.82
83-2	Zone 131	$738.61	19	$39.46	$38.87	98.52%	$738.61

2. Method of Assessment Apportionment

		Levy	Benefit Units (BU)	Maximum Assessment per BU	Actual Assessment per BU	% of Maximum	Zone Costs
83-2	Zone 132	$1,023.06	3	$341.02	$341.02	100.00%	$1,090.02
83-2	Zone 133	$112.62	3	$40.42	$37.54	92.88%	$112.62

Future Annexations

There will be no future annexations to these Districts.

3. Cost Estimate

Annual costs for the Fiscal Year include maintenance, servicing and operation of public lighting and landscaping, and incidental expenses. Incidental expenses may include engineering, consulting and legal costs for the administration of the Districts, finance department expenses for processing payments, and the cost of submittal of the annual assessments to the County of San Bernardino Auditor for placement on the tax roll.

The costs budgeted to each District's zones, for the proposed Fiscal Year 2026-2027 assessments, were determined by the City and have been summarized in Table 3-1.

Table 3-1
Fiscal Year 2026-2027 Cost Estimate

Budget Item	75-1	75-2	76-1	76-2
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$1,781.64	$580.63	$2,955.52
Perimeter Landscape Maintenance[1]	$1,799.92	$3,236.57	$4,002.69	$3,479.30
Subtotal Landscape Maintenance	**$1,799.92**	**$5,018.22**	**$4,583.31**	**$6,434.82**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$186.92	$237.53	$171.29	$214.45
Perimeter Street Light Maintenance[1]	$56.54	$31.23	$64.35	$42.78
Subtotal Street Light Maintenance	**$243.46**	**$268.77**	**$235.65**	**$257.22**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$1,799.92	$3,236.57	$4,002.69	$3,479.30
Lighting General Benefit - City Contribution[1]	$56.54	$31.23	$64.35	$42.78
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$1,856.46**	**$3,267.81**	**$4,067.04**	**$3,522.08**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$8,150.00	$8,230.00	$8,281.00	$8,308.00
Subtotal Administrative Cost	**$8,150.00**	**$8,230.00**	**$8,281.00**	**$8,308.00**
Total Cost Amount	**$10,193.38**	**$13,516.99**	**$13,099.96**	**$15,000.04**
Total Amount for Levy Submission	**$1,640.64**	**$3,887.62**	**$5,893.37**	**$6,665.58**
Total City Subsidy	**($8,552.74)**	**($9,629.37)**	**($7,206.59)**	**($8,334.46)**
DISTRICT				
Total Parcels	32	41	38	114
Total Benefit Units	32	41	38	114
Calculated Annual Assessment Rate per Benefit Unit	$51.27	$94.82	$155.09	$58.47
Maximum Assessment Rate per Benefit Unit	$51.27	$94.82	$165.84	$58.47

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone A	Zone B	Zone C	Zone D
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$1,016.74	$641.22	$1,017.23	$0.00
Subtotal Landscape Maintenance	**$1,016.74**	**$641.22**	**$1,017.23**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$964.56	$741.97	$3,858.25	$890.36
Perimeter Street Light Maintenance[1]	$346.55	$359.33	$1,048.30	$220.71
Subtotal Street Light Maintenance	**$1,311.11**	**$1,101.30**	**$4,906.55**	**$1,111.07**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$1,016.74	$641.22	$1,017.23	$0.00
Lighting General Benefit - City Contribution[1]	$346.55	$359.33	$1,048.30	$220.71
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$1,363.29**	**$1,000.55**	**$2,065.53**	**$220.71**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$541.55	$405.38	$1,378.11	$258.48
Subtotal Administrative Cost	**$541.55**	**$405.38**	**$1,378.11**	**$258.48**
Total Cost Amount	**$2,869.41**	**$2,147.90**	**$7,301.89**	**$1,369.56**
Total Amount for Levy Submission	**$1,462.50**	**$1,108.23**	**$4,437.60**	**$823.02**
Total City Subsidy	**($1,406.91)**	**($1,039.67)**	**($2,864.29)**	**($546.54)**
DISTRICT				
Total Parcels	50	41	240	43
Total Benefit Units	50	41	240	43
Calculated Annual Assessment Rate per Benefit Unit	$29.25	$27.03	$18.49	$19.14
Maximum Assessment Rate per Benefit Unit	$29.25	$27.03	$18.49	$19.14

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 001	Zone 002	Zone 003	Zone 004
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$1,980.18	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$5,790.15	$6,695.56	$0.00	$0.00
Subtotal Landscape Maintenance	**$5,790.15**	**$8,675.74**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$1,187.15	$1,648.23	$1,603.53	$222.59
Perimeter Street Light Maintenance[1]	$691.75	$375.70	$327.80	$69.31
Subtotal Street Light Maintenance	**$1,878.90**	**$2,023.94**	**$1,931.32**	**$291.90**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$5,790.15	$6,695.56	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$691.75	$375.70	$327.80	$69.31
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$6,481.89**	**$7,071.26**	**$327.80**	**$69.31**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$3.28
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$3.28**
ADMINISTRATION				
Total Annual District Administration	$1,784.13	$2,489.17	$449.30	$67.91
Subtotal Administrative Cost	**$1,784.13**	**$2,489.17**	**$449.30**	**$67.91**
Total Cost Amount	**$9,453.18**	**$13,188.85**	**$2,380.63**	**$363.09**
Total Amount for Levy Submission	**$4,877.91**	**$6,359.46**	**$1,425.00**	**$363.09**
Total City Subsidy	**($4,575.27)**	**($6,829.39)**	**($955.63)**	**$0.00**
DISTRICT				
Total Parcels	83	83	75	21
Total Benefit Units	83	83	75	21
Calculated Annual Assessment Rate per Benefit Unit	$58.77	$76.62	$19.00	$17.29
Maximum Assessment Rate per Benefit Unit	$58.77	$76.62	$19.00	$17.29

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 005	Zone 006	Zone 007	Zone 008
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$2,939.77	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$562.34	$266.04	$815.07
Subtotal Landscape Maintenance	**$0.00**	**$562.34**	**$3,205.81**	**$815.07**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$370.99	$890.36	$667.77	$222.59
Perimeter Street Light Maintenance[1]	$0.00	$69.31	$194.61	$69.31
Subtotal Street Light Maintenance	**$370.99**	**$959.68**	**$862.39**	**$291.90**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$562.34	$266.04	$815.07
Lighting General Benefit - City Contribution[1]	$0.00	$69.31	$194.61	$69.31
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$0.00**	**$631.65**	**$460.65**	**$884.38**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$86.31	$354.08	$946.43	$257.53
Subtotal Administrative Cost	**$86.31**	**$354.08**	**$946.43**	**$257.53**
Total Cost Amount	**$457.29**	**$1,876.09**	**$5,014.62**	**$1,364.50**
Total Amount for Levy Submission	**$340.83**	**$1,495.11**	**$1,219.50**	**$810.73**
Total City Subsidy	**($116.46)**	**($380.98)**	**($3,795.12)**	**($553.77)**
DISTRICT				
Total Parcels	21	43	45	19
Total Benefit Units	21	43	45	19
Calculated Annual Assessment Rate per Benefit Unit	$16.23	$34.77	$27.10	$42.67
Maximum Assessment Rate per Benefit Unit	$16.23	$34.77	$27.10	$42.67

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 009	Zone 011	Zone 012	Zone 013
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$4,281.29	$184.11	$219.52
Perimeter Landscape Maintenance[1]	$612.91	$3,282.00	$967.15	$611.22
Subtotal Landscape Maintenance	**$612.91**	**$7,563.28**	**$1,151.26**	**$830.74**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$296.79	$1,335.55	$296.79	$445.18
Perimeter Street Light Maintenance[1]	$69.31	$519.22	$165.53	$165.53
Subtotal Street Light Maintenance	**$366.10**	**$1,854.77**	**$462.32**	**$610.71**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$612.91	$3,282.00	$967.15	$611.22
Lighting General Benefit - City Contribution[1]	$69.31	$519.22	$165.53	$165.53
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$682.22**	**$3,801.21**	**$1,132.68**	**$776.75**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$227.76	$2,191.02	$375.38	$335.34
Subtotal Administrative Cost	**$227.76**	**$2,191.02**	**$375.38**	**$335.34**
Total Cost Amount	**$1,206.76**	**$11,609.06**	**$1,988.96**	**$1,776.80**
Total Amount for Levy Submission	**$810.73**	**$4,209.60**	**$745.08**	**$714.55**
Total City Subsidy	**($396.03)**	**($7,399.46)**	**($1,243.88)**	**($1,062.25)**
DISTRICT				
Total Parcels	19	96	14	31
Total Benefit Units	19	96	14	31
Calculated Annual Assessment Rate per Benefit Unit	$42.67	$43.85	$53.22	$23.05
Maximum Assessment Rate per Benefit Unit	$42.67	$43.85	$53.22	$23.05

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 014	Zone 015	Zone 016	Zone 017
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$3,260.08	$0.00	$552.87
Perimeter Landscape Maintenance[1]	$4,054.94	$2,602.45	$0.00	$1,575.87
Subtotal Landscape Maintenance	**$4,054.94**	**$5,862.53**	**$0.00**	**$2,128.74**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$1,335.55	$741.97	$667.77	$667.77
Perimeter Street Light Maintenance[1]	$403.37	$193.80	$110.36	$207.93
Subtotal Street Light Maintenance	**$1,738.91**	**$935.77**	**$778.13**	**$875.70**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$4,054.94	$2,602.45	$0.00	$1,575.87
Lighting General Benefit - City Contribution[1]	$403.37	$193.80	$110.36	$207.93
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$4,458.30**	**$2,796.25**	**$110.36**	**$1,783.80**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$128.55	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$128.55**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$1,347.88	$1,581.56	$181.02	$698.96
Subtotal Administrative Cost	**$1,347.88**	**$1,581.56**	**$181.02**	**$698.96**
Total Cost Amount	**$7,141.73**	**$8,379.86**	**$1,087.70**	**$3,703.40**
Total Amount for Levy Submission	**$4,361.45**	**$2,944.04**	**$1,087.70**	**$1,623.84**
Total City Subsidy	**($2,780.28)**	**($5,435.82)**	**$0.00**	**($2,079.56)**
DISTRICT				
Total Parcels	95	44	54	34
Total Benefit Units	95	44	54	34
Calculated Annual Assessment Rate per Benefit Unit	$45.91	$66.91	$20.14	$47.76
Maximum Assessment Rate per Benefit Unit	$45.91	$66.91	$29.25	$47.76

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 018	Zone 019	Zone 020	Zone 022
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$675.36	$1,511.89	$237,312.02	$0.00
Perimeter Landscape Maintenance[1]	$891.80	$716.48	$205,486.95	$0.00
Subtotal Landscape Maintenance	**$1,567.16**	**$2,228.37**	**$442,798.96**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$296.79	$296.79	$26,414.16	$296.79
Perimeter Street Light Maintenance[1]	$0.00	$304.15	$8,972.03	$0.00
Subtotal Street Light Maintenance	**$296.79**	**$600.94**	**$35,386.19**	**$296.79**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$749.70	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$749.70**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$891.80	$716.48	$205,486.95	$0.00
Lighting General Benefit - City Contribution[1]	$0.00	$304.15	$8,972.03	$0.00
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$749.70	$0.00
Subtotal General Benefit Expenses - Contributions	**$891.80**	**$1,020.63**	**$215,208.67**	**$0.00**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$62.03
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$62.03**
ADMINISTRATION				
Total Annual District Administration	$433.63	$658.21	$111,419.54	$69.04
Subtotal Administrative Cost	**$433.63**	**$658.21**	**$111,419.54**	**$69.04**
Total Cost Amount	**$2,297.58**	**$3,487.52**	**$590,354.39**	**$427.86**
Total Amount for Levy Submission	**$912.95**	**$1,123.46**	**$215,007.21**	**$427.86**
Total City Subsidy	**($1,384.63)**	**($2,364.06)**	**($375,347.18)**	**$0.00**
DISTRICT				
Total Parcels	19	26	1,227	18
Total Benefit Units	19	26	1,227	18
Calculated Annual Assessment Rate per Benefit Unit	$48.05	$43.21	$175.23	$23.77
Maximum Assessment Rate per Benefit Unit	$48.05	$43.21	$175.23	$35.91

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 024	Zone 025	Zone 026	Zone 027
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$2,903.89	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$2,903.89**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$296.79	$1,335.55	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$110.36	$1,039.65	$69.31	$346.55
Subtotal Street Light Maintenance	**$407.14**	**$2,375.20**	**$69.31**	**$346.55**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$2,903.89	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$110.36	$1,039.65	$69.31	$346.55
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$3,014.24**	**$1,039.65**	**$69.31**	**$346.55**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$770.28	$552.57	$16.12	$80.62
Subtotal Administrative Cost	**$770.28**	**$552.57**	**$16.12**	**$80.62**
Total Cost Amount	**$4,081.31**	**$2,927.77**	**$85.43**	**$427.17**
Total Amount for Levy Submission	**$2,056.40**	**$958.64**	**$53.89**	**$233.24**
Total City Subsidy	**($2,024.91)**	**($1,969.13)**	**($31.54)**	**($193.93)**
DISTRICT				
Total Parcels	20	23	1	14
Total Benefit Units	20	23	1	14
Calculated Annual Assessment Rate per Benefit Unit	$102.82	$41.68	$53.89	$16.66
Maximum Assessment Rate per Benefit Unit	$102.82	$41.68	$53.89	$16.66

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 028	Zone 029	Zone 030	Zone 031
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$296.79	$148.39	$0.00
Perimeter Street Light Maintenance[1]	$371.09	$207.93	$277.24	$207.93
Subtotal Street Light Maintenance	**$371.09**	**$504.72**	**$425.64**	**$207.93**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$371.09	$207.93	$277.24	$207.93
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$371.09**	**$207.93**	**$277.24**	**$207.93**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$1.48
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$1.48**
ADMINISTRATION				
Total Annual District Administration	$86.33	$117.42	$99.02	$48.37
Subtotal Administrative Cost	**$86.33**	**$117.42**	**$99.02**	**$48.37**
Total Cost Amount	**$457.42**	**$622.14**	**$524.66**	**$257.79**
Total Amount for Levy Submission	**$240.86**	**$471.10**	**$446.08**	**$257.79**
Total City Subsidy	**($216.56)**	**($151.04)**	**($78.58)**	**$0.00**
DISTRICT				
Total Parcels	1	7	8	2
Total Benefit Units	1	7	8	2
Calculated Annual Assessment Rate per Benefit Unit	$240.86	$67.30	$55.76	$128.89
Maximum Assessment Rate per Benefit Unit	$240.86	$67.30	$55.76	$135.28

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 032	Zone 033	Zone 034	Zone 036
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$575.50	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$605.90	$749.30	$414.51	$362.31
Subtotal Street Light Maintenance	**$1,181.40**	**$749.30**	**$414.51**	**$362.31**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$605.90	$749.30	$414.51	$362.31
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$605.90**	**$749.30**	**$414.51**	**$362.31**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$274.84	$174.32	$96.43	$84.29
Subtotal Administrative Cost	**$274.84**	**$174.32**	**$96.43**	**$84.29**
Total Cost Amount	**$1,456.25**	**$923.62**	**$510.94**	**$446.60**
Total Amount for Levy Submission	**$377.25**	**$642.15**	**$421.88**	**$273.72**
Total City Subsidy	**($1,079.00)**	**($281.47)**	**($89.06)**	**($172.88)**
DISTRICT				
Total Parcels	3	1	4	2
Total Benefit Units	3	1	4	2
Calculated Annual Assessment Rate per Benefit Unit	$125.75	$642.15	$105.47	$136.86
Maximum Assessment Rate per Benefit Unit	$125.75	$642.15	$105.47	$136.86

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 037	Zone 038	Zone 039	Zone 041
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$1,936.16	$19,005.30
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$1,936.16**	**$19,005.30**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$1,483.94	$0.00
Perimeter Street Light Maintenance[1]	$386.24	$315.91	$234.84	$688.28
Subtotal Street Light Maintenance	**$386.24**	**$315.91**	**$1,718.78**	**$688.28**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$1,936.16	$19,005.30
Lighting General Benefit - City Contribution[1]	$386.24	$315.91	$234.84	$688.28
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$386.24**	**$315.91**	**$2,171.01**	**$19,693.58**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$8.90	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$8.90**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$89.86	$73.49	$850.29	$4,581.52
Subtotal Administrative Cost	**$89.86**	**$73.49**	**$850.29**	**$4,581.52**
Total Cost Amount	**$485.00**	**$389.41**	**$4,505.24**	**$24,275.10**
Total Amount for Levy Submission	**$485.00**	**$378.20**	**$2,625.35**	**$8,682.24**
Total City Subsidy	**$0.00**	**($11.21)**	**($1,879.89)**	**($15,592.86)**
DISTRICT				
Total Parcels	5	1	65	128
Total Benefit Units	5	1	65	128
Calculated Annual Assessment Rate per Benefit Unit	$97.00	$378.20	$40.39	$67.83
Maximum Assessment Rate per Benefit Unit	$97.00	$378.20	$40.39	$67.83

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 042	Zone 043	Zone 045	Zone 046
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$516.34
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$516.34**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$158.05	$107.09	$346.55	$457.64
Subtotal Street Light Maintenance	**$158.05**	**$107.09**	**$346.55**	**$457.64**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$516.34
Lighting General Benefit - City Contribution[1]	$158.05	$107.09	$346.55	$457.64
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$158.05**	**$107.09**	**$346.55**	**$973.98**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$5.79	$5.44	$2.47	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$5.79**	**$5.44**	**$2.47**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$36.77	$24.91	$80.62	$226.59
Subtotal Administrative Cost	**$36.77**	**$24.91**	**$80.62**	**$226.59**
Total Cost Amount	**$200.61**	**$137.44**	**$429.64**	**$1,200.57**
Total Amount for Levy Submission	**$200.61**	**$137.44**	**$429.64**	**$1,178.52**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**($22.05)**
DISTRICT				
Total Parcels	2	2	6	4
Total Benefit Units	2	2	6	4
Calculated Annual Assessment Rate per Benefit Unit	$100.31	$68.72	$71.61	$294.63
Maximum Assessment Rate per Benefit Unit	$122.68	$111.52	$72.22	$294.63

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 048	Zone 049	Zone 050	Zone 051
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$148.39	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$69.31	$165.53	$415.86	$138.62
Subtotal Street Light Maintenance	**$217.70**	**$165.53**	**$415.86**	**$138.62**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$69.31	$165.53	$415.86	$138.62
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$69.31**	**$165.53**	**$415.86**	**$138.62**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$21.55	$29.64	$3.36	$0.99
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$21.55**	**$29.64**	**$3.36**	**$0.99**
ADMINISTRATION				
Total Annual District Administration	$50.65	$38.51	$96.75	$32.25
Subtotal Administrative Cost	**$50.65**	**$38.51**	**$96.75**	**$32.25**
Total Cost Amount	**$289.90**	**$233.68**	**$515.97**	**$171.86**
Total Amount for Levy Submission	**$289.90**	**$233.68**	**$515.97**	**$171.86**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT				
Total Parcels	10	1	15	3
Total Benefit Units	10	1	15	3
Calculated Annual Assessment Rate per Benefit Unit	$28.99	$233.68	$34.40	$57.29
Maximum Assessment Rate per Benefit Unit	$28.99	$233.68	$38.24	$72.96

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 052	Zone 053	Zone 054	Zone 055
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$222.59	$0.00
Perimeter Street Light Maintenance[1]	$346.55	$426.46	$110.36	$69.31
Subtotal Street Light Maintenance	**$346.55**	**$426.46**	**$332.95**	**$69.31**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$346.55	$426.46	$110.36	$69.31
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$346.55**	**$426.46**	**$110.36**	**$69.31**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$35.61	$0.49
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$35.61**	**$0.49**
ADMINISTRATION				
Total Annual District Administration	$80.62	$99.21	$77.46	$16.12
Subtotal Administrative Cost	**$80.62**	**$99.21**	**$77.46**	**$16.12**
Total Cost Amount	**$427.17**	**$525.67**	**$446.02**	**$85.93**
Total Amount for Levy Submission	**$377.25**	**$445.41**	**$446.02**	**$85.93**
Total City Subsidy	**($49.92)**	**($80.26)**	**$0.00**	**$0.00**
DISTRICT				
Total Parcels	3	21	15	1
Total Benefit Units	3	21	15	1
Calculated Annual Assessment Rate per Benefit Unit	$125.75	$21.21	$29.73	$85.93
Maximum Assessment Rate per Benefit Unit	$125.75	$21.21	$29.97	$163.89

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 057	Zone 059	Zone 061	Zone 062
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$173.67	$115.10
Perimeter Street Light Maintenance[1]	$669.72	$138.62	$395.13	$138.62
Subtotal Street Light Maintenance	**$669.72**	**$138.62**	**$568.80**	**$253.72**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$669.72	$138.62	$395.13	$138.62
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$669.72**	**$138.62**	**$395.13**	**$138.62**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$9.53	$159.88	$0.00	$19.13
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$9.53**	**$159.88**	**$0.00**	**$19.13**
ADMINISTRATION				
Total Annual District Administration	$155.80	$32.25	$132.33	$59.03
Subtotal Administrative Cost	**$155.80**	**$32.25**	**$132.33**	**$59.03**
Total Cost Amount	**$835.05**	**$330.75**	**$701.13**	**$331.87**
Total Amount for Levy Submission	**$835.05**	**$330.75**	**$459.87**	**$331.87**
Total City Subsidy	**$0.00**	**$0.00**	**($241.26)**	**$0.00**
DISTRICT				
Total Parcels	15	7	3	3
Total Benefit Units	15	7	3	3
Calculated Annual Assessment Rate per Benefit Unit	$55.67	$47.25	$153.29	$110.62
Maximum Assessment Rate per Benefit Unit	$55.67	$47.25	$153.29	$270.90

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 063	Zone 064	Zone 065	Zone 067
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$445.18
Perimeter Street Light Maintenance[1]	$165.53	$316.11	$43.42	$0.00
Subtotal Street Light Maintenance	**$165.53**	**$316.11**	**$43.42**	**$445.18**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$165.53	$316.11	$43.42	$0.00
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$165.53**	**$316.11**	**$43.42**	**$0.00**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$29.64	$158.05	$21.71	$206.95
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$1,028.30	$32.83	$0.00
Subtotal Capital Improvement and Reserve Funding	**$29.64**	**$1,186.35**	**$54.54**	**$206.95**
ADMINISTRATION				
Total Annual District Administration	$38.51	$73.54	$10.10	$103.57
Subtotal Administrative Cost	**$38.51**	**$73.54**	**$10.10**	**$103.57**
Total Cost Amount	**$233.68**	**$1,576.00**	**$108.06**	**$755.70**
Total Amount for Levy Submission	**$233.68**	**$1,576.00**	**$108.06**	**$755.70**
Total City Subsidy	**$0.00**	**$0.00**	**$0.00**	**$0.00**
DISTRICT				
Total Parcels	1	4	1	6
Total Benefit Units	1	4	1	6
Calculated Annual Assessment Rate per Benefit Unit	$233.68	$394.00	$108.06	$125.95
Maximum Assessment Rate per Benefit Unit	$233.68	$394.00	$151.96	$392.17

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 069	Zone 070	Zone 074	Zone 076
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$1,372.07	$0.00	$8,415.61	$0.00
Subtotal Landscape Maintenance	**$1,372.07**	**$0.00**	**$8,415.61**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$296.79	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$138.62	$55.18	$1,537.61	$207.93
Subtotal Street Light Maintenance	**$435.41**	**$55.18**	**$1,537.61**	**$207.93**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$147.12	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$147.12**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$1,372.07	$0.00	$8,415.61	$0.00
Lighting General Benefit - City Contribution[1]	$138.62	$55.18	$1,537.61	$207.93
Equestrian General Benefit - City Contribution[1]	$147.12	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$1,657.81**	**$55.18**	**$9,953.22**	**$207.93**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$27.59	$3,144.42	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$84.06	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$111.65**	**$3,144.42**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$454.72	$12.84	$2,315.52	$48.37
Subtotal Administrative Cost	**$454.72**	**$12.84**	**$2,315.52**	**$48.37**
Total Cost Amount	**$2,409.32**	**$179.66**	**$15,413.16**	**$256.30**
Total Amount for Levy Submission	**$1,361.19**	**$179.66**	**$15,413.16**	**$200.95**
Total City Subsidy	**($1,048.13)**	**$0.00**	**$0.00**	**($55.35)**
DISTRICT				
Total Parcels	8	12	49	1
Total Benefit Units	8	12	49	1
Calculated Annual Assessment Rate per Benefit Unit	$170.15	$14.97	$314.55	$200.95
Maximum Assessment Rate per Benefit Unit	$227.38	$19.24	$3,693.01	$200.95

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 078	Zone 079	Zone 080	Zone 082
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$25,266.77	$6,328.92
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$25,266.77**	**$6,328.92**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$157.63	$0.00	$1,145.84	$1,261.35
Perimeter Street Light Maintenance[1]	$0.00	$110.36	$3,883.50	$423.82
Subtotal Street Light Maintenance	**$157.63**	**$110.36**	**$5,029.35**	**$1,685.17**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$4,611.11
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$4,611.11**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$25,266.77	$6,328.92
Lighting General Benefit - City Contribution[1]	$0.00	$110.36	$3,883.50	$423.82
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$4,611.11
Subtotal General Benefit Expenses - Contributions	**$0.00**	**$110.36**	**$29,150.27**	**$11,363.85**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$55.18	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$9.75	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$64.93**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$36.67	$25.67	$7,048.10	$2,937.13
Subtotal Administrative Cost	**$36.67**	**$25.67**	**$7,048.10**	**$2,937.13**
Total Cost Amount	**$194.31**	**$200.96**	**$37,344.21**	**$15,562.33**
Total Amount for Levy Submission	**$125.74**	**$200.96**	**$14,290.20**	**$4,001.78**
Total City Subsidy	**($68.57)**	**$0.00**	**($23,054.01)**	**($11,560.55)**
DISTRICT				
Total Parcels	2	16	34	38
Total Benefit Units	2	16	34	38
Calculated Annual Assessment Rate per Benefit Unit	$62.87	$12.56	$420.30	$105.31
Maximum Assessment Rate per Benefit Unit	$62.87	$12.56	$420.30	$105.31

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 086	Zone 087	Zone 088	Zone 089
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$252.70	$966.05	$138.62	$331.07
Subtotal Street Light Maintenance	**$252.70**	**$966.05**	**$138.62**	**$331.07**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$252.70	$966.05	$138.62	$331.07
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$252.70**	**$966.05**	**$138.62**	**$331.07**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$58.79	$224.74	$32.25	$77.02
Subtotal Administrative Cost	**$58.79**	**$224.74**	**$32.25**	**$77.02**
Total Cost Amount	**$311.48**	**$1,190.80**	**$170.87**	**$408.08**
Total Amount for Levy Submission	**$247.26**	**$628.52**	**$146.32**	**$258.17**
Total City Subsidy	**($64.22)**	**($562.28)**	**($24.55)**	**($149.91)**
DISTRICT				
Total Parcels	2	2	8	1
Total Benefit Units	2	2	8	1
Calculated Annual Assessment Rate per Benefit Unit	$123.63	$314.26	$18.29	$258.17
Maximum Assessment Rate per Benefit Unit	$123.63	$314.26	$18.29	$258.17

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 090	Zone 091	Zone 093	Zone 094
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$1,260.81	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$0.00	$227.36	$69.31	$79.03
Subtotal Street Light Maintenance	**$1,260.81**	**$227.36**	**$69.31**	**$79.03**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$0.00	$227.36	$69.31	$79.03
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$0.00**	**$227.36**	**$69.31**	**$79.03**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$34.66	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$189.16	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$223.82**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$293.31	$52.89	$16.12	$18.38
Subtotal Administrative Cost	**$293.31**	**$52.89**	**$16.12**	**$18.38**
Total Cost Amount	**$1,554.12**	**$280.26**	**$309.25**	**$97.41**
Total Amount for Levy Submission	**$497.04**	**$206.85**	**$309.25**	**$69.08**
Total City Subsidy	**($1,057.08)**	**($73.41)**	**$0.00**	**($28.33)**
DISTRICT				
Total Parcels	3	1	5	2
Total Benefit Units	3	1	5	2
Calculated Annual Assessment Rate per Benefit Unit	$165.68	$206.85	$61.85	$34.54
Maximum Assessment Rate per Benefit Unit	$165.68	$206.85	$61.85	$34.54

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 095	Zone 096	Zone 097	Zone 098
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$3,176.61
Perimeter Landscape Maintenance[1]	$50.19	$0.00	$0.00	$6,107.19
Subtotal Landscape Maintenance	**$50.19**	**$0.00**	**$0.00**	**$9,283.80**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$222.59	$1,632.34
Perimeter Street Light Maintenance[1]	$183.06	$273.15	$0.00	$536.82
Subtotal Street Light Maintenance	**$183.06**	**$273.15**	**$222.59**	**$2,169.15**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$50.19	$0.00	$0.00	$6,107.19
Lighting General Benefit - City Contribution[1]	$183.06	$273.15	$0.00	$536.82
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$233.25**	**$273.15**	**$0.00**	**$6,644.01**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$116.62	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$189.54	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$306.17**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$54.26	$63.55	$51.78	$2,664.42
Subtotal Administrative Cost	**$54.26**	**$63.55**	**$51.78**	**$2,664.42**
Total Cost Amount	**$593.67**	**$336.70**	**$274.37**	**$14,117.37**
Total Amount for Levy Submission	**$593.67**	**$326.19**	**$211.42**	**$6,330.41**
Total City Subsidy	**$0.00**	**($10.51)**	**($62.95)**	**($7,786.96)**
DISTRICT				
Total Parcels	8	3	2	83
Total Benefit Units	8	3	2	83
Calculated Annual Assessment Rate per Benefit Unit	$74.21	$108.73	$105.71	$76.27
Maximum Assessment Rate per Benefit Unit	$227.79	$108.73	$105.71	$76.27

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 099	Zone 100	Zone 101	Zone 102
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$1,244.38
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$13,458.15
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$14,702.53**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$1,910.37
Perimeter Street Light Maintenance[1]	$277.24	$728.15	$138.62	$553.19
Subtotal Street Light Maintenance	**$277.24**	**$728.15**	**$138.62**	**$2,463.56**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$13,458.15
Lighting General Benefit - City Contribution[1]	$277.24	$728.15	$138.62	$553.19
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$277.24**	**$728.15**	**$138.62**	**$14,011.34**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$64.50	$169.40	$32.25	$3,993.52
Subtotal Administrative Cost	**$64.50**	**$169.40**	**$32.25**	**$3,993.52**
Total Cost Amount	**$341.74**	**$897.55**	**$170.87**	**$21,159.61**
Total Amount for Levy Submission	**$207.82**	**$779.82**	**$61.96**	**$11,731.28**
Total City Subsidy	**($133.92)**	**($117.73)**	**($108.91)**	**($9,428.33)**
DISTRICT				
Total Parcels	2	6	1	88
Total Benefit Units	2	6	1	88
Calculated Annual Assessment Rate per Benefit Unit	$103.91	$129.97	$61.96	$133.31
Maximum Assessment Rate per Benefit Unit	$103.91	$129.97	$61.96	$133.31

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 103	Zone 104	Zone 105	Zone 106
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$7,249.29	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$7,249.29**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$222.59	$0.00	$148.39	$0.00
Perimeter Street Light Maintenance[1]	$352.18	$138.62	$155.67	$79.03
Subtotal Street Light Maintenance	**$574.77**	**$138.62**	**$304.06**	**$79.03**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$7,249.29	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$352.18	$138.62	$155.67	$79.03
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$7,601.47**	**$138.62**	**$155.67**	**$79.03**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$1,820.19	$32.25	$70.74	$18.38
Subtotal Administrative Cost	**$1,820.19**	**$32.25**	**$70.74**	**$18.38**
Total Cost Amount	**$9,644.25**	**$170.87**	**$374.80**	**$97.41**
Total Amount for Levy Submission	**$4,656.40**	**$154.72**	**$154.70**	**$82.17**
Total City Subsidy	**($4,987.85)**	**($16.15)**	**($220.10)**	**($15.24)**
DISTRICT				
Total Parcels	14	1	5	1
Total Benefit Units	14	1	5	1
Calculated Annual Assessment Rate per Benefit Unit	$332.60	$154.72	$30.94	$82.17
Maximum Assessment Rate per Benefit Unit	$332.60	$154.72	$30.94	$82.17

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 107	Zone 108	Zone 109	Zone 110
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$8,626.05	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$2,398.44	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$11,024.49**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$74.20	$2,992.62	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$0.00	$0.00	$1,940.69	$48.86
Subtotal Street Light Maintenance	**$74.20**	**$2,992.62**	**$1,940.69**	**$48.86**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$2,398.44	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$0.00	$0.00	$1,940.69	$48.86
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$0.00**	**$2,398.44**	**$1,940.69**	**$48.86**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$21.17	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$21.17**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$17.26	$3,260.94	$451.48	$11.37
Subtotal Administrative Cost	**$17.26**	**$3,260.94**	**$451.48**	**$11.37**
Total Cost Amount	**$112.63**	**$17,278.05**	**$2,392.17**	**$60.22**
Total Amount for Levy Submission	**$112.63**	**$7,290.36**	**$1,431.72**	**$58.96**
Total City Subsidy	**$0.00**	**($9,987.69)**	**($960.45)**	**($1.26)**
DISTRICT				
Total Parcels	1	3	6	4
Total Benefit Units	1	3	6	4
Calculated Annual Assessment Rate per Benefit Unit	$112.63	$2,430.12	$238.62	$14.74
Maximum Assessment Rate per Benefit Unit	$122.37	$2,430.12	$238.62	$16.56

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 111	Zone 112	Zone 113	Zone 114
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$11,773.10	$5,671.30	$13,810.77
Perimeter Landscape Maintenance[1]	$0.00	$12,333.70	$20,499.18	$21,019.42
Subtotal Landscape Maintenance	**$0.00**	**$24,106.80**	**$26,170.48**	**$34,830.19**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$222.59	$1,483.94	$1,632.34	$2,671.09
Perimeter Street Light Maintenance[1]	$138.62	$289.00	$625.04	$943.48
Subtotal Street Light Maintenance	**$361.21**	**$1,772.94**	**$2,257.38**	**$3,614.58**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$2,616.91
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$707.29
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$3,324.20**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$12,333.70	$20,499.18	$21,019.42
Lighting General Benefit - City Contribution[1]	$138.62	$289.00	$625.04	$943.48
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$707.29
Subtotal General Benefit Expenses - Contributions	**$138.62**	**$12,622.70**	**$21,124.22**	**$22,670.20**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$84.03	$6,020.67	$6,613.46	$9,717.15
Subtotal Administrative Cost	**$84.03**	**$6,020.67**	**$6,613.46**	**$9,717.15**
Total Cost Amount	**$445.24**	**$31,900.41**	**$35,041.32**	**$51,486.11**
Total Amount for Levy Submission	**$429.84**	**$12,189.02**	**$13,983.64**	**$19,463.04**
Total City Subsidy	**($15.40)**	**($19,711.39)**	**($21,057.68)**	**($32,023.07)**
DISTRICT				
Total Parcels	3	61	61	64
Total Benefit Units	3	61	61	64
Calculated Annual Assessment Rate per Benefit Unit	$143.28	$199.82	$229.24	$304.11
Maximum Assessment Rate per Benefit Unit	$143.28	$199.82	$229.24	$304.11

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 115	Zone 117	Zone 118	Zone 119A
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$2,920.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$3,761.88	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$6,681.88**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$667.77	$0.00	$0.00	$0.00
Perimeter Street Light Maintenance[1]	$323.03	$316.11	$69.31	$69.31
Subtotal Street Light Maintenance	**$990.81**	**$316.11**	**$69.31**	**$69.31**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$3,761.88	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$323.03	$316.11	$69.31	$69.31
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$4,084.91**	**$316.11**	**$69.31**	**$69.31**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$158.05	$34.66	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$1,441.66	$34.63	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$1,599.71**	**$69.29**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$1,784.97	$73.54	$16.12	$16.12
Subtotal Administrative Cost	**$1,784.97**	**$73.54**	**$16.12**	**$16.12**
Total Cost Amount	**$9,457.66**	**$1,989.36**	**$154.72**	**$85.43**
Total Amount for Levy Submission	**$4,316.80**	**$1,989.36**	**$154.72**	**$85.11**
Total City Subsidy	**($5,140.86)**	**$0.00**	**$0.00**	**($0.32)**
DISTRICT				
Total Parcels	38	24	1	10
Total Benefit Units	38	24	1	10
Calculated Annual Assessment Rate per Benefit Unit	$113.60	$82.89	$154.72	$8.51
Maximum Assessment Rate per Benefit Unit	$113.60	$82.89	$154.72	$9.98

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 120	Zone 121	Zone 122	Zone 123
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$868.35	$0.00
Perimeter Street Light Maintenance[1]	$237.08	$110.36	$207.93	$55.18
Subtotal Street Light Maintenance	**$237.08**	**$110.36**	**$1,076.28**	**$55.18**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$237.08	$110.36	$207.93	$55.18
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$237.08**	**$110.36**	**$207.93**	**$55.18**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$55.18	$119.93	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$64.02	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$119.20**	**$119.93**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$55.15	$25.67	$250.39	$12.84
Subtotal Administrative Cost	**$55.15**	**$25.67**	**$250.39**	**$12.84**
Total Cost Amount	**$292.23**	**$255.23**	**$1,446.60**	**$68.01**
Total Amount for Levy Submission	**$269.27**	**$255.23**	**$1,446.60**	**$67.35**
Total City Subsidy	**($22.96)**	**$0.00**	**$0.00**	**($0.66)**
DISTRICT				
Total Parcels	2	1	5	1
Total Benefit Units	2	1	5	1
Calculated Annual Assessment Rate per Benefit Unit	$134.64	$255.23	$289.32	$67.35
Maximum Assessment Rate per Benefit Unit	$251.47	$255.23	$289.32	$72.21

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 124	Zone 125	Zone 126	Zone 127
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$0.00	$74.20
Perimeter Street Light Maintenance[1]	$55.18	$57.55	$207.93	$237.08
Subtotal Street Light Maintenance	**$55.18**	**$57.55**	**$207.93**	**$311.28**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$55.18	$57.55	$207.93	$237.08
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$55.18**	**$57.55**	**$207.93**	**$237.08**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$12.18	$28.78	$0.00	$0.00
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$47.30	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$12.18**	**$76.08**	**$0.00**	**$0.00**
ADMINISTRATION				
Total Annual District Administration	$12.84	$13.39	$48.37	$72.42
Subtotal Administrative Cost	**$12.84**	**$13.39**	**$48.37**	**$72.42**
Total Cost Amount	**$80.20**	**$147.02**	**$256.30**	**$383.69**
Total Amount for Levy Submission	**$80.20**	**$147.02**	**$226.47**	**$349.20**
Total City Subsidy	**$0.00**	**$0.00**	**($29.83)**	**($34.49)**
DISTRICT				
Total Parcels	2	3	3	12
Total Benefit Units	2	3	3	12
Calculated Annual Assessment Rate per Benefit Unit	$40.10	$49.01	$75.49	$29.10
Maximum Assessment Rate per Benefit Unit	$66.61	$154.72	$75.49	$29.10

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2			
	Zone 128	Zone 129	Zone 130	Zone 131
LANDSCAPE MAINTENANCE				
Interior Landscape Maintenance	$0.00	$0.00	$24,256.42	$0.00
Perimeter Landscape Maintenance[1]	$7,733.71	$0.00	$34,557.09	$0.00
Subtotal Landscape Maintenance	**$7,733.71**	**$0.00**	**$58,813.51**	**$0.00**
STREET LIGHT MAINTENANCE				
Interior Street Light Maintenance	$0.00	$0.00	$2,942.20	$370.99
Perimeter Street Light Maintenance[1]	$428.64	$366.11	$662.66	$138.62
Subtotal Street Light Maintenance	**$428.64**	**$366.11**	**$3,604.86**	**$509.61**
EQUESTRIAN TRAIL MAINTENANCE				
Interior Equestrian Trail Maintenance	$0.00	$0.00	$4,562.09	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**	**$4,562.09**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES				
Landscape Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES				
Landscape General Benefit - City Contribution[1]	$7,733.71	$0.00	$34,557.09	$0.00
Lighting General Benefit - City Contribution[1]	$428.64	$366.11	$662.66	$138.62
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$8,162.35**	**$366.11**	**$35,219.75**	**$138.62**
OPERATIONAL RESERVES FUNDING				
Operation Reserves Collection	$0.00	$0.00	$0.00	$110.45
Operational Reserve Contribution	$0.00	$0.00	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING				
Capital Improvement Reserves Collection	$0.00	$0.00	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$0.00**	**$0.00**	**$110.45**
ADMINISTRATION				
Total Annual District Administration	$1,898.89	$85.17	$15,582.35	$118.55
Subtotal Administrative Cost	**$1,898.89**	**$85.17**	**$15,582.35**	**$118.55**
Total Cost Amount	**$10,061.24**	**$451.29**	**$82,562.82**	**$738.61**
Total Amount for Levy Submission	**$5,143.53**	**$386.85**	**$26,893.10**	**$738.61**
Total City Subsidy	**($4,917.71)**	**($64.44)**	**($55,669.72)**	**$0.00**
DISTRICT				
Total Parcels	147	15	65	19
Total Benefit Units	147	15	65	19
Calculated Annual Assessment Rate per Benefit Unit	$34.99	$25.79	$413.74	$38.87
Maximum Assessment Rate per Benefit Unit	$34.99	$25.79	$413.74	$39.46

[1] Amount is 50% of Calculated Cost

3. Cost Estimate

Budget Item	LLMD 83-2	
	Zone 132	Zone 133
LANDSCAPE MAINTENANCE		
Interior Landscape Maintenance	$0.00	$0.00
Perimeter Landscape Maintenance[1]	$0.00	$0.00
Subtotal Landscape Maintenance	**$0.00**	**$0.00**
STREET LIGHT MAINTENANCE		
Interior Street Light Maintenance	$260.51	$74.20
Perimeter Street Light Maintenance[1]	$623.79	$0.00
Subtotal Street Light Maintenance	**$884.30**	**$74.20**
EQUESTRIAN TRAIL MAINTENANCE		
Interior Equestrian Trail Maintenance	$0.00	$0.00
Perimeter Equestrian Trail Maintenance[1]	$0.00	$0.00
Subtotal Equestrian Trail Maintenance	**$0.00**	**$0.00**
PLANNED CAPITAL IMPROVEMENT EXPENDITURES		
Landscape Improvements CIP Expenditures	$0.00	$0.00
Lighting Improvements CIP Expenditures	$0.00	$0.00
Subtotal Capital Improvement Expenditures	**$0.00**	**$0.00**
GENERAL BENEFIT EXPENSES		
Landscape General Benefit - City Contribution[1]	$0.00	$0.00
Lighting General Benefit - City Contribution[1]	$623.79	$0.00
Equestrian General Benefit - City Contribution[1]	$0.00	$0.00
Subtotal General Benefit Expenses - Contributions	**$623.79**	**$0.00**
OPERATIONAL RESERVES FUNDING		
Operation Reserves Collection	$0.00	$21.16
Operational Reserve Contribution	$0.00	$0.00
CAPITAL IMPROVEMENT FUNDING		
Capital Improvement Reserves Collection	$0.00	$0.00
Subtotal Capital Improvement and Reserve Funding	**$0.00**	**$21.16**
ADMINISTRATION		
Total Annual District Administration	$205.72	$17.26
Subtotal Administrative Cost	**$205.72**	**$17.26**
Total Cost Amount	**$1,090.02**	**$112.62**
Total Amount for Levy Submission	**$1,023.06**	**$112.62**
Total City Subsidy	**($66.96)**	**$0.00**
DISTRICT		
Total Parcels	3	3
Total Benefit Units	3	3
Calculated Annual Assessment Rate per Benefit Unit	$341.02	$37.54
Maximum Assessment Rate per Benefit Unit	$341.02	$40.42

[1] Amount is 50% of Calculated Cost

4. Assessment Roll

The boundaries of Landscape and Street Light Maintenance Districts No. 75-1, 75-2, 76-1, 76-2, and 83-2 coincide with the boundaries of the parcels included within the Districts as of the time of the adoption of the Resolution of Intention and the Initiation of these proceedings.

Reference is made to the County Assessor's Roll and Maps for a detailed description of the lines and dimensions of any lot or parcel. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the Fiscal Year to which the "Report" applies.

Please refer to Appendix A for the Fiscal Year 2026-2027 Assessment Roll.

APPENDIX A

Fiscal Year 2026-2027 Assessment Roll

CITY OF CHINO **LMD 75**

CC08SP01 - LMD 75-1

APN	Levy Amount	APN	Levy Amount
1020142010000	$51.27		
1020142020000	$51.27		
1020142030000	$51.27		
1020142040000	$51.27		
1020142050000	$51.27		
1020142060000	$51.27		
1020142070000	$51.27		
1020142080000	$51.27		
1020142090000	$51.27		
1020142100000	$51.27		
1020142110000	$51.27		
1020142120000	$51.27		
1020142130000	$51.27		
1020145790000	$51.27		
1020145800000	$51.27		
1020145810000	$51.27		
1020145820000	$51.27		
1020145830000	$51.27		
1020145840000	$51.27		
1020145850000	$51.27		
1020145860000	$51.27		
1020145870000	$51.27		
1020145880000	$51.27		
1020145890000	$51.27		
1020145900000	$51.27		
1020151560000	$51.27		
1020151570000	$51.27		
1020151580000	$51.27		
1020154010000	$51.27		
1020154020000	$51.27		
1020154030000	$51.27		
1020154040000	$51.27		
32	**$1,640.64**		

CC08SP02 - LMD 75-2

APN	Levy Amount	APN	Levy Amount
1019361030000	$94.82		
1019361040000	$94.82		
1019361050000	$94.82		
1019361060000	$94.82		
1019361070000	$94.82		
1019361080000	$94.82		
1019362010000	$94.82		
1019362020000	$94.82		
1019362030000	$94.82		
1019362040000	$94.82		
1019362050000	$94.82		
1019362060000	$94.82		
1019362070000	$94.82		
1019362080000	$94.82		
1019362090000	$94.82		
1019362100000	$94.82		
1019362110000	$94.82		
1019362120000	$94.82		
1019362130000	$94.82		
1019362140000	$94.82		
1019363100000	$94.82		
1019363110000	$94.82		
1019363120000	$94.82		
1019363130000	$94.82		
1019363140000	$94.82		
1019363150000	$94.82		
1019363160000	$94.82		
1019371040000	$94.82		
1019371050000	$94.82		
1019371060000	$94.82		
1019371070000	$94.82		
1019371080000	$94.82		
1019371090000	$94.82		
1019371100000	$94.82		
1019371110000	$94.82		
1019371120000	$94.82		
1019371130000	$94.82		
1019371140000	$94.82		
1019371150000	$94.82		
1019371160000	$94.82		
1019371170000	$94.82		
41	**$3,887.62**		

APN	Levy Amount	APN	Levy Amount

Parcel Count	Levy Amount
73	$5,528.26

CC08SP03 - LMD 76-1

APN	Levy Amount	APN	Levy Amount
1015161040000	$155.09		
1015161050000	$155.09		
1015161060000	$155.09		
1015161070000	$155.09		
1015161080000	$155.09		
1015161090000	$155.09		
1015161100000	$155.09		
1015161110000	$155.09		
1015161120000	$155.09		
1015161130000	$155.09		
1015161140000	$155.09		
1015161150000	$155.09		
1015161160000	$155.09		
1015161170000	$155.09		
1015161180000	$155.09		
1015161190000	$155.09		
1015161200000	$155.09		
1015161210000	$155.09		
1015161220000	$155.09		
1015161230000	$155.09		
1015161240000	$155.09		
1015161250000	$155.09		
1015161260000	$155.09		
1015161270000	$155.09		
1015161280000	$155.09		
1015161290000	$155.09		
1015161300000	$155.09		
1015161310000	$155.09		
1015161320000	$155.09		
1015161330000	$155.09		
1015161340000	$155.09		
1015161350000	$155.09		
1015161360000	$155.09		
1015161370000	$155.09		
1015161380000	$155.09		
1015161390000	$155.09		
1015161400000	$155.09		
1015161410000	$155.09		
38	**$5,893.42**		

CC08SP04 - LMD 76-2

APN	Levy Amount	APN	Levy Amount
1019361170000	$58.47	1019365100000	$58.47
1019361180000	$58.47	1019365110000	$58.47
1019361190000	$58.47	1019365120000	$58.47
1019361200000	$58.47	1019365130000	$58.47
1019361210000	$58.47	1019365140000	$58.47
1019361220000	$58.47	1019365150000	$58.47
1019361230000	$58.47	1019365160000	$58.47
1019361240000	$58.47	1019371190000	$58.47
1019361340000	$58.47	1019371200000	$58.47
1019361350000	$58.47	1019371210000	$58.47
1019361360000	$58.47	1019371220000	$58.47
1019361370000	$58.47	1019371230000	$58.47
1019361380000	$58.47	1019371240000	$58.47
1019361390000	$58.47	1019371250000	$58.47
1019363010000	$58.47	1019371280000	$58.47
1019363020000	$58.47	1019371290000	$58.47
1019363030000	$58.47	1019371300000	$58.47
1019363040000	$58.47	1019371310000	$58.47
1019363050000	$58.47	1019371320000	$58.47
1019363060000	$58.47	1019371330000	$58.47
1019363070000	$58.47	1019371340000	$58.47
1019363080000	$58.47	1019371350000	$58.47
1019363090000	$58.47	1019371360000	$58.47
1019364010000	$58.47	1019371370000	$58.47
1019364020000	$58.47	1019371390000	$58.47
1019364030000	$58.47	1019371400000	$58.47
1019364040000	$58.47	1019371410000	$58.47
1019364050000	$58.47	1019371420000	$58.47
1019364060000	$58.47	1019371430000	$58.47
1019364070000	$58.47	1019371440000	$58.47
1019364080000	$58.47	1019371450000	$58.47
1019364090000	$58.47	1019371460000	$58.47
1019364100000	$58.47	1019371470000	$58.47
1019364110000	$58.47	1019371480000	$58.47
1019364120000	$58.47	1019371490000	$58.47
1019364130000	$58.47	1019371500000	$58.47
1019364140000	$58.47	1019371510000	$58.47
1019364150000	$58.47	1019371520000	$58.47
1019364160000	$58.47	1019371530000	$58.47
1019365010000	$58.47	1019371540000	$58.47
1019365020000	$58.47	1019371550000	$58.47
1019365030000	$58.47	1019371560000	$58.47
1019365040000	$58.47	1019371570000	$58.47
1019365050000	$58.47	1019371580000	$58.47
1019365060000	$58.47	1019371590000	$58.47
1019365070000	$58.47	1019371600000	$58.47
1019365080000	$58.47	1019371610000	$58.47
1019365090000	$58.47	1019371620000	$58.47

CITY OF CHINO **LMD 76**

CC08SP04 - LMD 76-2

APN	Levy Amount	APN	Levy Amount
1019371630000	$58.47		
1019371640000	$58.47		
1019371650000	$58.47		
1019371660000	$58.47		
1019371670000	$58.47		
1019371680000	$58.47		
1019371690000	$58.47		
1019371700000	$58.47		
1019371710000	$58.47		
1019371720000	$58.47		
1019371730000	$58.47		
1019371740000	$58.47		
1019371750000	$58.47		
1019371760000	$58.47		
1019371770000	$58.47		
1019371780000	$58.47		
1019371790000	$58.47		
1019371800000	$58.47		
114	**$6,665.58**		

APN	Levy Amount	APN	Levy Amount

Parcel Count	Levy Amount
152	$12,559.00

CITY OF CHINO **LMD 83-2**

CC08SP06 - LMD 83-2 A

APN	Levy Amount	APN	Levy Amount
1016052070000	$29.25	1016052550000	$29.25
1016052080000	$29.25	1016052560000	$29.25
1016052090000	$29.25	**50**	**$1,462.50**
1016052100000	$29.25		
1016052110000	$29.25		
1016052120000	$29.25		
1016052130000	$29.25		
1016052140000	$29.25		
1016052150000	$29.25		
1016052160000	$29.25		
1016052170000	$29.25		
1016052180000	$29.25		
1016052190000	$29.25		
1016052200000	$29.25		
1016052210000	$29.25		
1016052220000	$29.25		
1016052230000	$29.25		
1016052240000	$29.25		
1016052250000	$29.25		
1016052260000	$29.25		
1016052270000	$29.25		
1016052280000	$29.25		
1016052290000	$29.25		
1016052300000	$29.25		
1016052310000	$29.25		
1016052320000	$29.25		
1016052330000	$29.25		
1016052340000	$29.25		
1016052350000	$29.25		
1016052360000	$29.25		
1016052370000	$29.25		
1016052380000	$29.25		
1016052390000	$29.25		
1016052400000	$29.25		
1016052410000	$29.25		
1016052420000	$29.25		
1016052430000	$29.25		
1016052440000	$29.25		
1016052450000	$29.25		
1016052460000	$29.25		
1016052470000	$29.25		
1016052480000	$29.25		
1016052490000	$29.25		
1016052500000	$29.25		
1016052510000	$29.25		
1016052520000	$29.25		
1016052530000	$29.25		
1016052540000	$29.25		

CITY OF CHINO **LMD 83-2**

CC08SP61 - LMD 83-2 B

APN	Levy Amount	APN	Levy Amount
1016341170000	$27.03		
1016341180000	$27.03		
1016341190000	$27.03		
1016341200000	$27.03		
1016341210000	$27.03		
1016341220000	$27.03		
1016341230000	$27.03		
1016341240000	$27.03		
1016341250000	$27.03		
1016341260000	$27.03		
1016341270000	$27.03		
1016341280000	$27.03		
1016341290000	$27.03		
1016341300000	$27.03		
1016341310000	$27.03		
1016341320000	$27.03		
1016341330000	$27.03		
1016341340000	$27.03		
1016341350000	$27.03		
1016341360000	$27.03		
1016341370000	$27.03		
1016341380000	$27.03		
1016341390000	$27.03		
1016341400000	$27.03		
1016341410000	$27.03		
1016341420000	$27.03		
1016341430000	$27.03		
1016341440000	$27.03		
1016341450000	$27.03		
1016341460000	$27.03		
1016341470000	$27.03		
1016341480000	$27.03		
1016341490000	$27.03		
1016341500000	$27.03		
1016341510000	$27.03		
1016341520000	$27.03		
1016341530000	$27.03		
1016341540000	$27.03		
1016341550000	$27.03		
1016341560000	$27.03		
1016341570000	$27.03		
41	**$1,108.23**		

CC08SP62 - LMD 83-2 C

APN	Levy Amount	APN	Levy Amount
1051451270000	$18.49	1051451770000	$18.49
1051451280000	$18.49	1051451780000	$18.49
1051451290000	$18.49	1051451790000	$18.49
1051451300000	$18.49	1051451800000	$18.49
1051451310000	$18.49	1051451810000	$18.49
1051451320000	$18.49	1051451820000	$18.49
1051451330000	$18.49	1051451830000	$18.49
1051451340000	$18.49	1051451840000	$18.49
1051451350000	$18.49	1051451850000	$18.49
1051451360000	$18.49	1051451860000	$18.49
1051451370000	$18.49	1051451870000	$18.49
1051451380000	$18.49	1051451880000	$18.49
1051451390000	$18.49	1051451890000	$18.49
1051451400000	$18.49	1051451900000	$18.49
1051451410000	$18.49	1051452010000	$18.49
1051451420000	$18.49	1051452020000	$18.49
1051451430000	$18.49	1051452030000	$18.49
1051451440000	$18.49	1051452040000	$18.49
1051451450000	$18.49	1051452050000	$18.49
1051451460000	$18.49	1051452060000	$18.49
1051451470000	$18.49	1051452070000	$18.49
1051451480000	$18.49	1051452080000	$18.49
1051451490000	$18.49	1051452090000	$18.49
1051451500000	$18.49	1051452100000	$18.49
1051451510000	$18.49	1051452110000	$18.49
1051451520000	$18.49	1051452120000	$18.49
1051451550000	$18.49	1051452130000	$18.49
1051451560000	$18.49	1051452140000	$18.49
1051451570000	$18.49	1051452150000	$18.49
1051451580000	$18.49	1051452160000	$18.49
1051451590000	$18.49	1051452170000	$18.49
1051451600000	$18.49	1051452180000	$18.49
1051451610000	$18.49	1051452190000	$18.49
1051451620000	$18.49	1051452200000	$18.49
1051451630000	$18.49	1051452210000	$18.49
1051451640000	$18.49	1051452220000	$18.49
1051451650000	$18.49	1051452230000	$18.49
1051451660000	$18.49	1051452250000	$18.49
1051451670000	$18.49	1051452260000	$18.49
1051451680000	$18.49	1051452270000	$18.49
1051451690000	$18.49	1051452280000	$18.49
1051451700000	$18.49	1051452290000	$18.49
1051451710000	$18.49	1051452300000	$18.49
1051451720000	$18.49	1051452310000	$18.49
1051451730000	$18.49	1051452320000	$18.49
1051451740000	$18.49	1051452330000	$18.49
1051451750000	$18.49	1051452340000	$18.49
1051451760000	$18.49	1051452350000	$18.49

CC08SP62 - LMD 83-2 C

APN	Levy Amount	APN	Levy Amount
1051452360000	$18.49	1051461490000	$18.49
1051452370000	$18.49	1051461500000	$18.49
1051452380000	$18.49	1051461510000	$18.49
1051452390000	$18.49	1051461520000	$18.49
1051452400000	$18.49	1051461530000	$18.49
1051452410000	$18.49	1051461540000	$18.49
1051452420000	$18.49	1051461550000	$18.49
1051452430000	$18.49	1051461560000	$18.49
1051452440000	$18.49	1051461570000	$18.49
1051452450000	$18.49	1051461580000	$18.49
1051452460000	$18.49	1051461590000	$18.49
1051452470000	$18.49	1051461600000	$18.49
1051452480000	$18.49	1051461610000	$18.49
1051452490000	$18.49	1051461620000	$18.49
1051452500000	$18.49	1051461630000	$18.49
1051452510000	$18.49	1051461640000	$18.49
1051452520000	$18.49	1051461650000	$18.49
1051452530000	$18.49	1051462010000	$18.49
1051452540000	$18.49	1051462020000	$18.49
1051452550000	$18.49	1051462030000	$18.49
1051452560000	$18.49	1051462040000	$18.49
1051452570000	$18.49	1051462050000	$18.49
1051452580000	$18.49	1051462060000	$18.49
1051452590000	$18.49	1051462070000	$18.49
1051461250000	$18.49	1051462080000	$18.49
1051461260000	$18.49	1051462090000	$18.49
1051461270000	$18.49	1051462100000	$18.49
1051461280000	$18.49	1051462110000	$18.49
1051461290000	$18.49	1051462120000	$18.49
1051461300000	$18.49	1051462130000	$18.49
1051461310000	$18.49	1051462140000	$18.49
1051461320000	$18.49	1051462150000	$18.49
1051461330000	$18.49	1051462160000	$18.49
1051461340000	$18.49	1051462170000	$18.49
1051461350000	$18.49	1051462180000	$18.49
1051461360000	$18.49	1051462190000	$18.49
1051461370000	$18.49	1051462200000	$18.49
1051461380000	$18.49	1051462210000	$18.49
1051461390000	$18.49	1051462220000	$18.49
1051461400000	$18.49	1051462230000	$18.49
1051461410000	$18.49	1051462240000	$18.49
1051461420000	$18.49	1051462250000	$18.49
1051461430000	$18.49	1051462260000	$18.49
1051461440000	$18.49	1051462270000	$18.49
1051461450000	$18.49	1051462280000	$18.49
1051461460000	$18.49	1051462290000	$18.49
1051461470000	$18.49	1051462300000	$18.49
1051461480000	$18.49	1051462310000	$18.49

CC08SP62 - LMD 83-2 C

APN	Levy Amount
1051462320000	$18.49
1051462330000	$18.49
1051462340000	$18.49
1051462350000	$18.49
1051462360000	$18.49
1051462370000	$18.49
1051501370000	$18.49
1051501380000	$18.49
1051501390000	$18.49
1051501400000	$18.49
1051501410000	$18.49
1051501420000	$18.49
1051501430000	$18.49
1051501440000	$18.49
1051501450000	$18.49
1051501460000	$18.49
1051501470000	$18.49
1051501480000	$18.49
1051501490000	$18.49
1051501500000	$18.49
1051501510000	$18.49
1051501520000	$18.49
1051501530000	$18.49
1051501540000	$18.49
1051501550000	$18.49
1051501560000	$18.49
1051501570000	$18.49
1051501580000	$18.49
1051501590000	$18.49
1051501600000	$18.49
1051501610000	$18.49
1051501620000	$18.49
1051501630000	$18.49
1051501640000	$18.49
1051501650000	$18.49
1051501660000	$18.49
1051501670000	$18.49
1051501680000	$18.49
1051501690000	$18.49
1051501700000	$18.49
1051501710000	$18.49
1051501720000	$18.49
1051501730000	$18.49
1051501740000	$18.49
1051501750000	$18.49
1051501760000	$18.49
1051501770000	$18.49
1051501780000	$18.49

APN	Levy Amount
240	**$4,437.60**

CC08SP63 - LMD 83-2 D

APN	Levy Amount	APN	Levy Amount
1052021090000	$19.14		
1052021100000	$19.14		
1052021110000	$19.14		
1052021120000	$19.14		
1052021130000	$19.14		
1052021140000	$19.14		
1052021150000	$19.14		
1052021160000	$19.14		
1052021170000	$19.14		
1052021180000	$19.14		
1052021190000	$19.14		
1052021200000	$19.14		
1052021210000	$19.14		
1052021220000	$19.14		
1052021230000	$19.14		
1052021240000	$19.14		
1052021250000	$19.14		
1052021260000	$19.14		
1052021270000	$19.14		
1052021280000	$19.14		
1052021290000	$19.14		
1052021300000	$19.14		
1052021310000	$19.14		
1052021320000	$19.14		
1052021330000	$19.14		
1052021340000	$19.14		
1052021350000	$19.14		
1052021360000	$19.14		
1052021370000	$19.14		
1052021380000	$19.14		
1052021390000	$19.14		
1052021400000	$19.14		
1052021410000	$19.14		
1052021420000	$19.14		
1052021430000	$19.14		
1052021440000	$19.14		
1052021450000	$19.14		
1052021460000	$19.14		
1052021470000	$19.14		
1052021480000	$19.14		
1052021490000	$19.14		
1052021500000	$19.14		
1052021510000	$19.14		
43	**$823.02**		

CC08SP64 - LMD 83-2 001

APN	Levy Amount	APN	Levy Amount
1020522010000	$58.77	1020522490000	$58.77
1020522020000	$58.77	1020522500000	$58.77
1020522030000	$58.77	1020522510000	$58.77
1020522040000	$58.77	1020522520000	$58.77
1020522050000	$58.77	1020522530000	$58.77
1020522060000	$58.77	1020522540000	$58.77
1020522070000	$58.77	1020522550000	$58.77
1020522080000	$58.77	1020522560000	$58.77
1020522090000	$58.77	1020522570000	$58.77
1020522100000	$58.77	1020522580000	$58.77
1020522110000	$58.77	1020522590000	$58.77
1020522120000	$58.77	1020522600000	$58.77
1020522130000	$58.77	1020522610000	$58.77
1020522140000	$58.77	1020522620000	$58.77
1020522150000	$58.77	1020522630000	$58.77
1020522160000	$58.77	1020522640000	$58.77
1020522170000	$58.77	1020522650000	$58.77
1020522180000	$58.77	1020522660000	$58.77
1020522190000	$58.77	1020522670000	$58.77
1020522200000	$58.77	1020522680000	$58.77
1020522210000	$58.77	1020522690000	$58.77
1020522220000	$58.77	1020522700000	$58.77
1020522230000	$58.77	1020522710000	$58.77
1020522240000	$58.77	1020522720000	$58.77
1020522250000	$58.77	1020522730000	$58.77
1020522260000	$58.77	1020522740000	$58.77
1020522270000	$58.77	1020522750000	$58.77
1020522280000	$58.77	1020522760000	$58.77
1020522290000	$58.77	1020522770000	$58.77
1020522300000	$58.77	1020522780000	$58.77
1020522310000	$58.77	1020522790000	$58.77
1020522320000	$58.77	1020522800000	$58.77
1020522330000	$58.77	1020522810000	$58.77
1020522340000	$58.77	1020522820000	$58.77
1020522350000	$58.77	1020522830000	$58.77
1020522360000	$58.77	**83**	**$4,877.91**
1020522370000	$58.77		
1020522380000	$58.77		
1020522390000	$58.77		
1020522400000	$58.77		
1020522410000	$58.77		
1020522420000	$58.77		
1020522430000	$58.77		
1020522440000	$58.77		
1020522450000	$58.77		
1020522460000	$58.77		
1020522470000	$58.77		
1020522480000	$58.77		

CC08SP65 - LMD 83-2 002

APN	Levy Amount	APN	Levy Amount
1020501570000	$76.62	1020531510000	$76.62
1020501580000	$76.62	1020531520000	$76.62
1020501590000	$76.62	1020531530000	$76.62
1020501600000	$76.62	1020531540000	$76.62
1020501610000	$76.62	1020531550000	$76.62
1020501620000	$76.62	1020531560000	$76.62
1020501630000	$76.62	1020531570000	$76.62
1020501640000	$76.62	1020531580000	$76.62
1020501650000	$76.62	1020531590000	$76.62
1020501660000	$76.62	1020531600000	$76.62
1020501670000	$76.62	1020531610000	$76.62
1020501680000	$76.62	1020531620000	$76.62
1020501690000	$76.62	1020531630000	$76.62
1020501700000	$76.62	1020531640000	$76.62
1020501710000	$76.62	1020531650000	$76.62
1020501720000	$76.62	1020531660000	$76.62
1020501730000	$76.62	1020531670000	$76.62
1020501740000	$76.62	1020531680000	$76.62
1020501750000	$76.62	1020531690000	$76.62
1020501760000	$76.62	1020531700000	$76.62
1020501770000	$76.62	1020531710000	$76.62
1020501780000	$76.62	1020531720000	$76.62
1020501790000	$76.62	1020531730000	$76.62
1020501800000	$76.62	1020531740000	$76.62
1020501810000	$76.62	1020531750000	$76.62
1020501820000	$76.62	1020531760000	$76.62
1020501830000	$76.62	1020531770000	$76.62
1020501840000	$76.62	1020531780000	$76.62
1020501850000	$76.62	1020531790000	$76.62
1020501860000	$76.62	1020531800000	$76.62
1020501870000	$76.62	1020531810000	$76.62
1020501880000	$76.62	1020531820000	$76.62
1020501890000	$76.62	1020531830000	$76.62
1020501900000	$76.62	1020531840000	$76.62
1020501910000	$76.62	1020531850000	$76.62
1020501920000	$76.62	**83**	**$6,359.46**
1020501930000	$76.62		
1020531400000	$76.62		
1020531410000	$76.62		
1020531420000	$76.62		
1020531430000	$76.62		
1020531440000	$76.62		
1020531450000	$76.62		
1020531460000	$76.62		
1020531470000	$76.62		
1020531480000	$76.62		
1020531490000	$76.62		
1020531500000	$76.62		

CC08SP66 - LMD 83-2 003

APN	Levy Amount	APN	Levy Amount
1020391120000	$19.00	1020391600000	$19.00
1020391130000	$19.00	1020391610000	$19.00
1020391140000	$19.00	1020391620000	$19.00
1020391150000	$19.00	1020391630000	$19.00
1020391160000	$19.00	1020391640000	$19.00
1020391170000	$19.00	1020391650000	$19.00
1020391180000	$19.00	1020391660000	$19.00
1020391190000	$19.00	1020391670000	$19.00
1020391200000	$19.00	1020391680000	$19.00
1020391210000	$19.00	1020391690000	$19.00
1020391220000	$19.00	1020391700000	$19.00
1020391230000	$19.00	1020391710000	$19.00
1020391240000	$19.00	1020391720000	$19.00
1020391250000	$19.00	1020391730000	$19.00
1020391260000	$19.00	1020391740000	$19.00
1020391270000	$19.00	1020391750000	$19.00
1020391280000	$19.00	1020391760000	$19.00
1020391290000	$19.00	1020391770000	$19.00
1020391300000	$19.00	1020391780000	$19.00
1020391310000	$19.00	1020391790000	$19.00
1020391320000	$19.00	1020391800000	$19.00
1020391330000	$19.00	1020391810000	$19.00
1020391340000	$19.00	1020391820000	$19.00
1020391350000	$19.00	1020391830000	$19.00
1020391360000	$19.00	1020391840000	$19.00
1020391370000	$19.00	1020391850000	$19.00
1020391380000	$19.00	1020391860000	$19.00
1020391390000	$19.00	**75**	**$1,425.00**
1020391400000	$19.00		
1020391410000	$19.00		
1020391420000	$19.00		
1020391430000	$19.00		
1020391440000	$19.00		
1020391450000	$19.00		
1020391460000	$19.00		
1020391470000	$19.00		
1020391480000	$19.00		
1020391490000	$19.00		
1020391500000	$19.00		
1020391510000	$19.00		
1020391520000	$19.00		
1020391530000	$19.00		
1020391540000	$19.00		
1020391550000	$19.00		
1020391560000	$19.00		
1020391570000	$19.00		
1020391580000	$19.00		
1020391590000	$19.00		

CITY OF CHINO **LMD 83-2**

CC08SP67 - LMD 83-2 004

APN	Levy Amount	APN	Levy Amount
1015421290000	$17.29		
1015421300000	$17.29		
1015421310000	$17.29		
1015421320000	$17.29		
1015421330000	$17.29		
1015421340000	$17.29		
1015421350000	$17.29		
1015421360000	$17.29		
1015421370000	$17.29		
1015421380000	$17.29		
1015421390000	$17.29		
1015421400000	$17.29		
1015421410000	$17.29		
1015421420000	$17.29		
1015421430000	$17.29		
1015421440000	$17.29		
1015421450000	$17.29		
1015421460000	$17.29		
1015421470000	$17.29		
1015421480000	$17.29		
1015421490000	$17.29		
21	**$363.09**		

CITY OF CHINO **LMD 83-2**

CC08SP68 - LMD 83-2 005

APN	Levy Amount	APN	Levy Amount
1052031250000	$16.23		
1052031260000	$16.23		
1052031270000	$16.23		
1052031280000	$16.23		
1052031290000	$16.23		
1052031300000	$16.23		
1052031310000	$16.23		
1052031320000	$16.23		
1052031330000	$16.23		
1052031340000	$16.23		
1052031350000	$16.23		
1052031360000	$16.23		
1052031370000	$16.23		
1052031380000	$16.23		
1052031390000	$16.23		
1052031400000	$16.23		
1052031410000	$16.23		
1052031420000	$16.23		
1052031430000	$16.23		
1052031440000	$16.23		
1052031450000	$16.23		
21	**$340.83**		

CC08SP69 - LMD 83-2 006

APN	Levy Amount	APN	Levy Amount
1052031080000	$34.77		
1052031090000	$34.77		
1052031100000	$34.77		
1052031110000	$34.77		
1052031120000	$34.77		
1052031130000	$34.77		
1052031140000	$34.77		
1052031150000	$34.77		
1052031160000	$34.77		
1052031170000	$34.77		
1052031180000	$34.77		
1052031190000	$34.77		
1052031200000	$34.77		
1052031210000	$34.77		
1052031220000	$34.77		
1052031460000	$34.77		
1052031470000	$34.77		
1052031480000	$34.77		
1052031490000	$34.77		
1052031500000	$34.77		
1052031510000	$34.77		
1052031520000	$34.77		
1052031530000	$34.77		
1052031540000	$34.77		
1052031550000	$34.77		
1052031560000	$34.77		
1052031570000	$34.77		
1052031580000	$34.77		
1052031590000	$34.77		
1052031600000	$34.77		
1052031610000	$34.77		
1052031620000	$34.77		
1052031630000	$34.77		
1052041060000	$34.77		
1052041070000	$34.77		
1052041080000	$34.77		
1052041090000	$34.77		
1052041100000	$34.77		
1052041110000	$34.77		
1052041120000	$34.77		
1052041130000	$34.77		
1052041140000	$34.77		
1052041150000	$34.77		
43	**$1,495.11**		

CC08SP70 - LMD 83-2 007

APN	Levy Amount	APN	Levy Amount
1020492010000	$27.10		
1020492020000	$27.10		
1020492030000	$27.10		
1020492040000	$27.10		
1020492050000	$27.10		
1020492060000	$27.10		
1020492070000	$27.10		
1020492080000	$27.10		
1020492090000	$27.10		
1020492100000	$27.10		
1020492110000	$27.10		
1020492120000	$27.10		
1020492130000	$27.10		
1020492220000	$27.10		
1020492230000	$27.10		
1020492240000	$27.10		
1020492250000	$27.10		
1020492260000	$27.10		
1020492270000	$27.10		
1020492280000	$27.10		
1020492290000	$27.10		
1020492300000	$27.10		
1020492310000	$27.10		
1020492320000	$27.10		
1020492330000	$27.10		
1020492340000	$27.10		
1020492350000	$27.10		
1020492360000	$27.10		
1020492370000	$27.10		
1020492380000	$27.10		
1020492390000	$27.10		
1020492400000	$27.10		
1020492410000	$27.10		
1020492420000	$27.10		
1020492430000	$27.10		
1020492440000	$27.10		
1020492450000	$27.10		
1020492550000	$27.10		
1020492560000	$27.10		
1020492570000	$27.10		
1020492580000	$27.10		
1020492590000	$27.10		
1020492600000	$27.10		
1020492610000	$27.10		
1020492620000	$27.10		
45	**$1,219.50**		

CITY OF CHINO **LMD 83-2**

CC08SP71 - LMD 83-2 008

APN	Levy Amount	APN	Levy Amount
1019533230000	$42.67		
1019533240000	$42.67		
1019533250000	$42.67		
1019533260000	$42.67		
1019533270000	$42.67		
1019533280000	$42.67		
1019533290000	$42.67		
1019533300000	$42.67		
1019533310000	$42.67		
1019533320000	$42.67		
1019533330000	$42.67		
1019533340000	$42.67		
1019533350000	$42.67		
1019533360000	$42.67		
1019533370000	$42.67		
1019533380000	$42.67		
1019533390000	$42.67		
1019533400000	$42.67		
1019533410000	$42.67		
19	**$810.73**		

CITY OF CHINO **LMD 83-2**

CC08SP72 - LMD 83-2 009

APN	Levy Amount	APN	Levy Amount
1019532020000	$42.67		
1019532030000	$42.67		
1019532040000	$42.67		
1019532050000	$42.67		
1019532060000	$42.67		
1019532070000	$42.67		
1019532080000	$42.67		
1019532090000	$42.67		
1019532100000	$42.67		
1019532110000	$42.67		
1019532120000	$42.67		
1019532130000	$42.67		
1019532140000	$42.67		
1019532150000	$42.67		
1019532160000	$42.67		
1019532170000	$42.67		
1019532180000	$42.67		
1019532190000	$42.67		
1019532200000	$42.67		
19	**$810.73**		

CC08SP73 - LMD 83-2 011

APN	Levy Amount	APN	Levy Amount
1020491040000	$43.85	1020491520000	$43.85
1020491050000	$43.85	1020491530000	$43.85
1020491060000	$43.85	1020491540000	$43.85
1020491070000	$43.85	1020491550000	$43.85
1020491080000	$43.85	1020491590000	$43.85
1020491090000	$43.85	1020491600000	$43.85
1020491100000	$43.85	1020491610000	$43.85
1020491110000	$43.85	1020541040000	$43.85
1020491120000	$43.85	1020541050000	$43.85
1020491130000	$43.85	1020541060000	$43.85
1020491140000	$43.85	1020541070000	$43.85
1020491150000	$43.85	1020541080000	$43.85
1020491160000	$43.85	1020541090000	$43.85
1020491170000	$43.85	1020541100000	$43.85
1020491180000	$43.85	1020541110000	$43.85
1020491190000	$43.85	1020541120000	$43.85
1020491200000	$43.85	1020541130000	$43.85
1020491210000	$43.85	1020541140000	$43.85
1020491220000	$43.85	1020541150000	$43.85
1020491230000	$43.85	1020541160000	$43.85
1020491240000	$43.85	1020541170000	$43.85
1020491250000	$43.85	1020541180000	$43.85
1020491260000	$43.85	1020541190000	$43.85
1020491270000	$43.85	1020541200000	$43.85
1020491280000	$43.85	1020541210000	$43.85
1020491290000	$43.85	1020541220000	$43.85
1020491300000	$43.85	1020541230000	$43.85
1020491310000	$43.85	1020541240000	$43.85
1020491320000	$43.85	1020541250000	$43.85
1020491330000	$43.85	1020541260000	$43.85
1020491340000	$43.85	1020541270000	$43.85
1020491350000	$43.85	1020541280000	$43.85
1020491360000	$43.85	1020541290000	$43.85
1020491370000	$43.85	1020541300000	$43.85
1020491380000	$43.85	1020541310000	$43.85
1020491390000	$43.85	1020541320000	$43.85
1020491400000	$43.85	1020541330000	$43.85
1020491410000	$43.85	1020541340000	$43.85
1020491420000	$43.85	1020541350000	$43.85
1020491430000	$43.85	1020541360000	$43.85
1020491440000	$43.85	1020541370000	$43.85
1020491450000	$43.85	1020541380000	$43.85
1020491460000	$43.85	1020541390000	$43.85
1020491470000	$43.85	1020541400000	$43.85
1020491480000	$43.85	1020541410000	$43.85
1020491490000	$43.85	1020541420000	$43.85
1020491500000	$43.85	1020541430000	$43.85
1020491510000	$43.85	1020541440000	$43.85

CITY OF CHINO **LMD 83-2**

CC08SP73 - LMD 83-2 011

APN	Levy Amount	APN	Levy Amount
96	$4,209.60		

CITY OF CHINO **LMD 83-2**

CC08SP74 - LMD 83-2 012

APN	Levy Amount	APN	Levy Amount
1052041180000	$53.22		
1052041190000	$53.22		
1052041200000	$53.22		
1052041210000	$53.22		
1052041220000	$53.22		
1052041230000	$53.22		
1052041240000	$53.22		
1052041250000	$53.22		
1052041260000	$53.22		
1052041270000	$53.22		
1052041280000	$53.22		
1052041290000	$53.22		
1052041300000	$53.22		
1052041310000	$53.22		
14	**$745.08**		

CITY OF CHINO **LMD 83-2**

CC08SP75 - LMD 83-2 013

APN	Levy Amount	APN	Levy Amount
1052041320000	$23.05		
1052041330000	$23.05		
1052041340000	$23.05		
1052041350000	$23.05		
1052041360000	$23.05		
1052041370000	$23.05		
1052041380000	$23.05		
1052041390000	$23.05		
1052041400000	$23.05		
1052041410000	$23.05		
1052041420000	$23.05		
1052041430000	$23.05		
1052041440000	$23.05		
1052041450000	$23.05		
1052041460000	$23.05		
1052041470000	$23.05		
1052041480000	$23.05		
1052041490000	$23.05		
1052041500000	$23.05		
1052041510000	$23.05		
1052041520000	$23.05		
1052041530000	$23.05		
1052041540000	$23.05		
1052041550000	$23.05		
1052041560000	$23.05		
1052041570000	$23.05		
1052041580000	$23.05		
1052041590000	$23.05		
1052041600000	$23.05		
1052041610000	$23.05		
1052041620000	$23.05		
31	**$714.55**		

CC08SP76 - LMD 83-2 014

APN	Levy Amount	APN	Levy Amount
1020481090000	$45.91	1020551070000	$45.91
1020481100000	$45.91	1020551080000	$45.91
1020481110000	$45.91	1020551090000	$45.91
1020481120000	$45.91	1020551100000	$45.91
1020481130000	$45.91	1020551110000	$45.91
1020481140000	$45.91	1020551120000	$45.91
1020481180000	$45.91	1020551130000	$45.91
1020481190000	$45.91	1020551140000	$45.91
1020481200000	$45.91	1020551150000	$45.91
1020481210000	$45.91	1020551160000	$45.91
1020481220000	$45.91	1020551170000	$45.91
1020481230000	$45.91	1020551180000	$45.91
1020481240000	$45.91	1020551190000	$45.91
1020481250000	$45.91	1020551200000	$45.91
1020481260000	$45.91	1020551210000	$45.91
1020481270000	$45.91	1020551220000	$45.91
1020481280000	$45.91	1020551230000	$45.91
1020481290000	$45.91	1020551240000	$45.91
1020481300000	$45.91	1020551250000	$45.91
1020481310000	$45.91	1020551260000	$45.91
1020481320000	$45.91	1020551270000	$45.91
1020481330000	$45.91	1020551280000	$45.91
1020481340000	$45.91	1020551290000	$45.91
1020481350000	$45.91	1020551300000	$45.91
1020481360000	$45.91	1020551310000	$45.91
1020481370000	$45.91	1020551320000	$45.91
1020481380000	$45.91	1020551330000	$45.91
1020481390000	$45.91	1020551340000	$45.91
1020481400000	$45.91	1020551350000	$45.91
1020481410000	$45.91	1020551360000	$45.91
1020481420000	$45.91	1020551370000	$45.91
1020481430000	$45.91	1020551380000	$45.91
1020481440000	$45.91	1020551390000	$45.91
1020481450000	$45.91	1020551400000	$45.91
1020481460000	$45.91	1020551410000	$45.91
1020481470000	$45.91	1020551420000	$45.91
1020481480000	$45.91	1020551430000	$45.91
1020481490000	$45.91	1020551440000	$45.91
1020481500000	$45.91	1020551450000	$45.91
1020481510000	$45.91	1020551460000	$45.91
1020481520000	$45.91	1020551470000	$45.91
1020481530000	$45.91	1020551480000	$45.91
1020481540000	$45.91	1020551490000	$45.91
1020481550000	$45.91	1020551500000	$45.91
1020481610000	$45.91	1020551510000	$45.91
1020481620000	$45.91	1020551520000	$45.91
1020481630000	$45.91	1020551530000	$45.91
1020551060000	$45.91	**95**	**$4,361.45**

CC08SP77 - LMD 83-2 015

APN	Levy Amount	APN	Levy Amount
1020541450000	$66.91		
1020541460000	$66.91		
1020541470000	$66.91		
1020541480000	$66.91		
1020541490000	$66.91		
1020541500000	$66.91		
1020541510000	$66.91		
1020541520000	$66.91		
1020541530000	$66.91		
1020541540000	$66.91		
1020541550000	$66.91		
1020541560000	$66.91		
1020541570000	$66.91		
1020541580000	$66.91		
1020541590000	$66.91		
1020541600000	$66.91		
1020541610000	$66.91		
1020541620000	$66.91		
1020541630000	$66.91		
1020541640000	$66.91		
1020541650000	$66.91		
1020541660000	$66.91		
1020541670000	$66.91		
1020541680000	$66.91		
1020541690000	$66.91		
1020541700000	$66.91		
1020541710000	$66.91		
1020541720000	$66.91		
1020541730000	$66.91		
1020541740000	$66.91		
1020541750000	$66.91		
1020541760000	$66.91		
1020541770000	$66.91		
1020541780000	$66.91		
1020541790000	$66.91		
1020541800000	$66.91		
1020541810000	$66.91		
1020541820000	$66.91		
1020541830000	$66.91		
1020541840000	$66.91		
1020541850000	$66.91		
1020541860000	$66.91		
1020541870000	$66.91		
1020541880000	$66.91		
44	**$2,944.04**		

CC08SP78 - LMD 83-2 016

APN	Levy Amount	APN	Levy Amount
1020501040000	$20.14	1020501550000	$20.14
1020501050000	$20.14	1020501560000	$20.14
1020501060000	$20.14	1020501940000	$20.14
1020501070000	$20.14	1020501950000	$20.14
1020501080000	$20.14	1020501960000	$20.14
1020501090000	$20.14	1020501970000	$20.14
1020501100000	$20.14	**54**	**$1,087.56**
1020501110000	$20.14		
1020501120000	$20.14		
1020501130000	$20.14		
1020501140000	$20.14		
1020501150000	$20.14		
1020501160000	$20.14		
1020501170000	$20.14		
1020501210000	$20.14		
1020501220000	$20.14		
1020501230000	$20.14		
1020501240000	$20.14		
1020501250000	$20.14		
1020501260000	$20.14		
1020501270000	$20.14		
1020501280000	$20.14		
1020501290000	$20.14		
1020501300000	$20.14		
1020501310000	$20.14		
1020501320000	$20.14		
1020501330000	$20.14		
1020501340000	$20.14		
1020501350000	$20.14		
1020501360000	$20.14		
1020501370000	$20.14		
1020501380000	$20.14		
1020501390000	$20.14		
1020501400000	$20.14		
1020501410000	$20.14		
1020501420000	$20.14		
1020501430000	$20.14		
1020501440000	$20.14		
1020501450000	$20.14		
1020501460000	$20.14		
1020501470000	$20.14		
1020501480000	$20.14		
1020501490000	$20.14		
1020501500000	$20.14		
1020501510000	$20.14		
1020501520000	$20.14		
1020501530000	$20.14		
1020501540000	$20.14		

CITY OF CHINO **LMD 83-2**

CC08SP79 - LMD 83-2 017

APN	Levy Amount	APN	Levy Amount
1020531060000	$47.76		
1020531070000	$47.76		
1020531080000	$47.76		
1020531090000	$47.76		
1020531100000	$47.76		
1020531110000	$47.76		
1020531120000	$47.76		
1020531130000	$47.76		
1020531140000	$47.76		
1020531150000	$47.76		
1020531160000	$47.76		
1020531170000	$47.76		
1020531180000	$47.76		
1020531190000	$47.76		
1020531200000	$47.76		
1020531210000	$47.76		
1020531220000	$47.76		
1020531230000	$47.76		
1020531250000	$47.76		
1020531260000	$47.76		
1020531270000	$47.76		
1020531280000	$47.76		
1020531290000	$47.76		
1020531300000	$47.76		
1020531310000	$47.76		
1020531320000	$47.76		
1020531330000	$47.76		
1020531340000	$47.76		
1020531350000	$47.76		
1020531360000	$47.76		
1020531370000	$47.76		
1020531380000	$47.76		
1020531390000	$47.76		
1020531860000	$47.76		
34	**$1,623.84**		

CITY OF CHINO **LMD 83-2**

CC08SP80 - LMD 83-2 018

APN	Levy Amount	APN	Levy Amount
1020201190000	$48.05		
1020201200000	$48.05		
1020201210000	$48.05		
1020201220000	$48.05		
1020201230000	$48.05		
1020201240000	$48.05		
1020201250000	$48.05		
1020201260000	$48.05		
1020201270000	$48.05		
1020201280000	$48.05		
1020201290000	$48.05		
1020201300000	$48.05		
1020201310000	$48.05		
1020201320000	$48.05		
1020201330000	$48.05		
1020201340000	$48.05		
1020201350000	$48.05		
1020201360000	$48.05		
1020201370000	$48.05		
19	**$912.95**		

CITY OF CHINO **LMD 83-2**

CC08SP81 - LMD 83-2 019

APN	Levy Amount	APN	Levy Amount
1014381110000	$43.21		
1014381120000	$43.21		
1014381130000	$43.21		
1014381140000	$43.21		
1014381150000	$43.21		
1014381160000	$43.21		
1014381170000	$43.21		
1014381180000	$43.21		
1014381190000	$43.21		
1014381200000	$43.21		
1014381210000	$43.21		
1014381220000	$43.21		
1014381230000	$43.21		
1014381240000	$43.21		
1014381250000	$43.21		
1014381260000	$43.21		
1014381270000	$43.21		
1014381280000	$43.21		
1014381290000	$43.21		
1014381300000	$43.21		
1014381310000	$43.21		
1014381320000	$43.21		
1014381330000	$43.21		
1014381340000	$43.21		
1014381350000	$43.21		
1014381360000	$43.21		
26	**$1,123.46**		

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1020511040000	$175.23	1021081040000	$175.23
1020511050000	$175.23	1021081050000	$175.23
1020511060000	$175.23	1021081060000	$175.23
1020511070000	$175.23	1021081070000	$175.23
1020511080000	$175.23	1021081080000	$175.23
1020511090000	$175.23	1021081090000	$175.23
1020511100000	$175.23	1021081100000	$175.23
1020511110000	$175.23	1021081110000	$175.23
1020511120000	$175.23	1021081120000	$175.23
1020511130000	$175.23	1021081130000	$175.23
1020511140000	$175.23	1021081140000	$175.23
1020511150000	$175.23	1021081150000	$175.23
1020511160000	$175.23	1021081160000	$175.23
1020511170000	$175.23	1021081170000	$175.23
1020511180000	$175.23	1021081180000	$175.23
1020511190000	$175.23	1021081190000	$175.23
1020511200000	$175.23	1021081200000	$175.23
1020511210000	$175.23	1021081210000	$175.23
1020511220000	$175.23	1021081220000	$175.23
1020511230000	$175.23	1021081230000	$175.23
1020521060000	$175.23	1021081240000	$175.23
1020521070000	$175.23	1021081250000	$175.23
1020521080000	$175.23	1021081260000	$175.23
1020521090000	$175.23	1021081270000	$175.23
1020521100000	$175.23	1021081280000	$175.23
1020521110000	$175.23	1021081290000	$175.23
1020521120000	$175.23	1021081300000	$175.23
1020521130000	$175.23	1021081310000	$175.23
1020521140000	$175.23	1021081320000	$175.23
1020521150000	$175.23	1021081330000	$175.23
1020521160000	$175.23	1021081340000	$175.23
1020521170000	$175.23	1021081350000	$175.23
1020521180000	$175.23	1021081360000	$175.23
1020521190000	$175.23	1021081370000	$175.23
1020521200000	$175.23	1021081380000	$175.23
1020521210000	$175.23	1021081390000	$175.23
1020521220000	$175.23	1021081400000	$175.23
1021071030000	$175.23	1021081410000	$175.23
1021071040000	$175.23	1021081420000	$175.23
1021071050000	$175.23	1021081430000	$175.23
1021071060000	$175.23	1021081440000	$175.23
1021071070000	$175.23	1021081450000	$175.23
1021071080000	$175.23	1021081460000	$175.23
1021071090000	$175.23	1021081470000	$175.23
1021071100000	$175.23	1021081480000	$175.23
1021071110000	$175.23	1021081490000	$175.23
1021071120000	$175.23	1021081500000	$175.23
1021081030000	$175.23	1021081510000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1021081520000	$175.23	1021091190000	$175.23
1021081530000	$175.23	1021091200000	$175.23
1021081540000	$175.23	1021091210000	$175.23
1021081550000	$175.23	1021091220000	$175.23
1021081560000	$175.23	1021091230000	$175.23
1021081570000	$175.23	1021091240000	$175.23
1021081580000	$175.23	1021091250000	$175.23
1021081590000	$175.23	1021091260000	$175.23
1021081600000	$175.23	1021091270000	$175.23
1021081610000	$175.23	1021091280000	$175.23
1021081620000	$175.23	1021091290000	$175.23
1021081630000	$175.23	1021091300000	$175.23
1021081640000	$175.23	1021091310000	$175.23
1021081650000	$175.23	1021091320000	$175.23
1021081660000	$175.23	1021091330000	$175.23
1021081670000	$175.23	1021091340000	$175.23
1021081680000	$175.23	1021091350000	$175.23
1021081690000	$175.23	1021091360000	$175.23
1021081700000	$175.23	1021091370000	$175.23
1021081710000	$175.23	1021091380000	$175.23
1021081720000	$175.23	1021091390000	$175.23
1021081730000	$175.23	1021091400000	$175.23
1021081740000	$175.23	1021091410000	$175.23
1021081750000	$175.23	1021091420000	$175.23
1021081760000	$175.23	1021091430000	$175.23
1021081770000	$175.23	1021091440000	$175.23
1021081780000	$175.23	1021091450000	$175.23
1021081790000	$175.23	1021091460000	$175.23
1021081800000	$175.23	1021091470000	$175.23
1021081810000	$175.23	1021091480000	$175.23
1021081820000	$175.23	1021091490000	$175.23
1021081830000	$175.23	1021091500000	$175.23
1021091030000	$175.23	1021091510000	$175.23
1021091040000	$175.23	1021091520000	$175.23
1021091050000	$175.23	1021091530000	$175.23
1021091060000	$175.23	1021091540000	$175.23
1021091070000	$175.23	1021091590000	$175.23
1021091080000	$175.23	1021091600000	$175.23
1021091090000	$175.23	1021091610000	$175.23
1021091100000	$175.23	1021091620000	$175.23
1021091110000	$175.23	1021091630000	$175.23
1021091120000	$175.23	1021091640000	$175.23
1021091130000	$175.23	1021091650000	$175.23
1021091140000	$175.23	1021091660000	$175.23
1021091150000	$175.23	1021091670000	$175.23
1021091160000	$175.23	1021091680000	$175.23
1021091170000	$175.23	1021091690000	$175.23
1021091180000	$175.23	1021091700000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1021091710000	$175.23	1021241360000	$175.23
1021091720000	$175.23	1021241370000	$175.23
1021091750000	$175.23	1021241380000	$175.23
1021091760000	$175.23	1021241390000	$175.23
1021091770000	$175.23	1021241400000	$175.23
1021091780000	$175.23	1021241410000	$175.23
1021091790000	$175.23	1021241420000	$175.23
1021091820000	$175.23	1021241430000	$175.23
1021091840000	$175.23	1021241440000	$175.23
1021091850000	$175.23	1021241450000	$175.23
1021091860000	$175.23	1021251030000	$175.23
1021091870000	$175.23	1021251040000	$175.23
1021091880000	$175.23	1021251050000	$175.23
1021091890000	$175.23	1021251060000	$175.23
1021091900000	$175.23	1021251070000	$175.23
1021091910000	$175.23	1021251080000	$175.23
1021091920000	$175.23	1021251090000	$175.23
1021241040000	$175.23	1021251100000	$175.23
1021241050000	$175.23	1021251110000	$175.23
1021241060000	$175.23	1021251120000	$175.23
1021241070000	$175.23	1021251130000	$175.23
1021241080000	$175.23	1021251140000	$175.23
1021241090000	$175.23	1021251150000	$175.23
1021241100000	$175.23	1021251180000	$175.23
1021241110000	$175.23	1021251200000	$175.23
1021241120000	$175.23	1021251210000	$175.23
1021241130000	$175.23	1021251220000	$175.23
1021241140000	$175.23	1021581230000	$175.23
1021241150000	$175.23	1052291040000	$175.23
1021241160000	$175.23	1052291050000	$175.23
1021241170000	$175.23	1052291060000	$175.23
1021241180000	$175.23	1052291070000	$175.23
1021241190000	$175.23	1052291080000	$175.23
1021241200000	$175.23	1052291090000	$175.23
1021241210000	$175.23	1052291100000	$175.23
1021241230000	$175.23	1052291110000	$175.23
1021241240000	$175.23	1052291120000	$175.23
1021241250000	$175.23	1052291130000	$175.23
1021241260000	$175.23	1052291140000	$175.23
1021241270000	$175.23	1052291150000	$175.23
1021241280000	$175.23	1052291160000	$175.23
1021241290000	$175.23	1052291170000	$175.23
1021241300000	$175.23	1052291180000	$175.23
1021241310000	$175.23	1052291190000	$175.23
1021241320000	$175.23	1052291200000	$175.23
1021241330000	$175.23	1052291210000	$175.23
1021241340000	$175.23	1052291220000	$175.23
1021241350000	$175.23	1052291230000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1052291240000	$175.23	1052291720000	$175.23
1052291250000	$175.23	1052291730000	$175.23
1052291260000	$175.23	1052291740000	$175.23
1052291270000	$175.23	1052291750000	$175.23
1052291280000	$175.23	1052301020000	$175.23
1052291290000	$175.23	1052302010000	$175.23
1052291300000	$175.23	1052302020000	$175.23
1052291310000	$175.23	1052302030000	$175.23
1052291320000	$175.23	1052302040000	$175.23
1052291330000	$175.23	1052302050000	$175.23
1052291340000	$175.23	1052302060000	$175.23
1052291350000	$175.23	1052302070000	$175.23
1052291360000	$175.23	1052302080000	$175.23
1052291370000	$175.23	1052302090000	$175.23
1052291380000	$175.23	1052302100000	$175.23
1052291390000	$175.23	1052302110000	$175.23
1052291400000	$175.23	1052302120000	$175.23
1052291410000	$175.23	1052302130000	$175.23
1052291420000	$175.23	1052302140000	$175.23
1052291430000	$175.23	1052302150000	$175.23
1052291440000	$175.23	1052302160000	$175.23
1052291450000	$175.23	1052302170000	$175.23
1052291460000	$175.23	1052302180000	$175.23
1052291470000	$175.23	1052302190000	$175.23
1052291480000	$175.23	1052302200000	$175.23
1052291490000	$175.23	1052302210000	$175.23
1052291500000	$175.23	1052302220000	$175.23
1052291510000	$175.23	1052302230000	$175.23
1052291520000	$175.23	1052302240000	$175.23
1052291530000	$175.23	1052302250000	$175.23
1052291540000	$175.23	1052302260000	$175.23
1052291550000	$175.23	1052302270000	$175.23
1052291560000	$175.23	1052302280000	$175.23
1052291570000	$175.23	1052302290000	$175.23
1052291580000	$175.23	1052302300000	$175.23
1052291590000	$175.23	1052302310000	$175.23
1052291600000	$175.23	1052302320000	$175.23
1052291610000	$175.23	1052302330000	$175.23
1052291620000	$175.23	1052302340000	$175.23
1052291630000	$175.23	1052302350000	$175.23
1052291640000	$175.23	1052302360000	$175.23
1052291650000	$175.23	1052302370000	$175.23
1052291660000	$175.23	1052302380000	$175.23
1052291670000	$175.23	1052302390000	$175.23
1052291680000	$175.23	1052302400000	$175.23
1052291690000	$175.23	1052302410000	$175.23
1052291700000	$175.23	1052302420000	$175.23
1052291710000	$175.23	1052302430000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1052302440000	$175.23	1052311510000	$175.23
1052311040000	$175.23	1052311520000	$175.23
1052311050000	$175.23	1052311530000	$175.23
1052311060000	$175.23	1052311540000	$175.23
1052311070000	$175.23	1052311550000	$175.23
1052311080000	$175.23	1052311560000	$175.23
1052311090000	$175.23	1052311570000	$175.23
1052311100000	$175.23	1052311580000	$175.23
1052311110000	$175.23	1052311590000	$175.23
1052311120000	$175.23	1052311600000	$175.23
1052311130000	$175.23	1052311610000	$175.23
1052311140000	$175.23	1052311620000	$175.23
1052311150000	$175.23	1052311630000	$175.23
1052311160000	$175.23	1052311640000	$175.23
1052311170000	$175.23	1052311650000	$175.23
1052311180000	$175.23	1052311660000	$175.23
1052311190000	$175.23	1052311670000	$175.23
1052311200000	$175.23	1052311680000	$175.23
1052311210000	$175.23	1052311690000	$175.23
1052311220000	$175.23	1052311700000	$175.23
1052311230000	$175.23	1052311710000	$175.23
1052311240000	$175.23	1052311720000	$175.23
1052311250000	$175.23	1052311730000	$175.23
1052311260000	$175.23	1052311740000	$175.23
1052311270000	$175.23	1052311750000	$175.23
1052311280000	$175.23	1052311760000	$175.23
1052311290000	$175.23	1052311770000	$175.23
1052311300000	$175.23	1052311780000	$175.23
1052311310000	$175.23	1052311790000	$175.23
1052311320000	$175.23	1052311800000	$175.23
1052311330000	$175.23	1052311810000	$175.23
1052311340000	$175.23	1052311820000	$175.23
1052311350000	$175.23	1052311830000	$175.23
1052311360000	$175.23	1052311840000	$175.23
1052311370000	$175.23	1052311850000	$175.23
1052311380000	$175.23	1052311860000	$175.23
1052311390000	$175.23	1052311870000	$175.23
1052311400000	$175.23	1052311880000	$175.23
1052311410000	$175.23	1052311890000	$175.23
1052311420000	$175.23	1052311900000	$175.23
1052311430000	$175.23	1052321030000	$175.23
1052311440000	$175.23	1052321040000	$175.23
1052311450000	$175.23	1052321050000	$175.23
1052311460000	$175.23	1052321060000	$175.23
1052311470000	$175.23	1052321070000	$175.23
1052311480000	$175.23	1052321080000	$175.23
1052311490000	$175.23	1052321090000	$175.23
1052311500000	$175.23	1052321100000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1052321110000	$175.23	1052321590000	$175.23
1052321120000	$175.23	1052321600000	$175.23
1052321130000	$175.23	1052321610000	$175.23
1052321140000	$175.23	1052321620000	$175.23
1052321150000	$175.23	1052321630000	$175.23
1052321160000	$175.23	1052321640000	$175.23
1052321170000	$175.23	1052321650000	$175.23
1052321180000	$175.23	1052321660000	$175.23
1052321190000	$175.23	1052321670000	$175.23
1052321200000	$175.23	1052321680000	$175.23
1052321210000	$175.23	1052321690000	$175.23
1052321220000	$175.23	1052321700000	$175.23
1052321230000	$175.23	1052321710000	$175.23
1052321240000	$175.23	1052321720000	$175.23
1052321250000	$175.23	1052321730000	$175.23
1052321260000	$175.23	1052351030000	$175.23
1052321270000	$175.23	1052351040000	$175.23
1052321280000	$175.23	1052351050000	$175.23
1052321290000	$175.23	1052351060000	$175.23
1052321300000	$175.23	1052351070000	$175.23
1052321310000	$175.23	1052351080000	$175.23
1052321320000	$175.23	1052351090000	$175.23
1052321330000	$175.23	1052351100000	$175.23
1052321340000	$175.23	1052351110000	$175.23
1052321350000	$175.23	1052351120000	$175.23
1052321360000	$175.23	1052351130000	$175.23
1052321370000	$175.23	1052351140000	$175.23
1052321380000	$175.23	1052351150000	$175.23
1052321390000	$175.23	1052351160000	$175.23
1052321400000	$175.23	1052351170000	$175.23
1052321410000	$175.23	1052351180000	$175.23
1052321420000	$175.23	1052351190000	$175.23
1052321430000	$175.23	1052351200000	$175.23
1052321440000	$175.23	1052351210000	$175.23
1052321450000	$175.23	1052351220000	$175.23
1052321460000	$175.23	1052351230000	$175.23
1052321470000	$175.23	1052351240000	$175.23
1052321480000	$175.23	1052351250000	$175.23
1052321490000	$175.23	1052351260000	$175.23
1052321500000	$175.23	1052351270000	$175.23
1052321510000	$175.23	1052351280000	$175.23
1052321520000	$175.23	1052351290000	$175.23
1052321530000	$175.23	1052351300000	$175.23
1052321540000	$175.23	1052351310000	$175.23
1052321550000	$175.23	1052351320000	$175.23
1052321560000	$175.23	1052351330000	$175.23
1052321570000	$175.23	1052351340000	$175.23
1052321580000	$175.23	1052351350000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1052351360000	$175.23	1052601040000	$175.23
1052351370000	$175.23	1052601050000	$175.23
1052351380000	$175.23	1052601060000	$175.23
1052351390000	$175.23	1052601070000	$175.23
1052351400000	$175.23	1052601080000	$175.23
1052351410000	$175.23	1052601090000	$175.23
1052351430000	$175.23	1052601100000	$175.23
1052351440000	$175.23	1052601110000	$175.23
1052351450000	$175.23	1052601120000	$175.23
1052351460000	$175.23	1052601130000	$175.23
1052351470000	$175.23	1052601140000	$175.23
1052351480000	$175.23	1052601150000	$175.23
1052351490000	$175.23	1052601160000	$175.23
1052351500000	$175.23	1052601170000	$175.23
1052351510000	$175.23	1052601180000	$175.23
1052351520000	$175.23	1052601190000	$175.23
1052351530000	$175.23	1052601200000	$175.23
1052351540000	$175.23	1052601210000	$175.23
1052351550000	$175.23	1052601220000	$175.23
1052351560000	$175.23	1052601230000	$175.23
1052351570000	$175.23	1052601240000	$175.23
1052351580000	$175.23	1052601250000	$175.23
1052351590000	$175.23	1052601260000	$175.23
1052351600000	$175.23	1052601270000	$175.23
1052351610000	$175.23	1052601280000	$175.23
1052351620000	$175.23	1052601290000	$175.23
1052351630000	$175.23	1052601300000	$175.23
1052351640000	$175.23	1052601310000	$175.23
1052351650000	$175.23	1052601320000	$175.23
1052351660000	$175.23	1052601330000	$175.23
1052351670000	$175.23	1052601340000	$175.23
1052351680000	$175.23	1052601350000	$175.23
1052351690000	$175.23	1052601360000	$175.23
1052351700000	$175.23	1052601370000	$175.23
1052351710000	$175.23	1052601380000	$175.23
1052351720000	$175.23	1052601390000	$175.23
1052351730000	$175.23	1052601400000	$175.23
1052351740000	$175.23	1052601410000	$175.23
1052351750000	$175.23	1052601420000	$175.23
1052351760000	$175.23	1052621050000	$175.23
1052351770000	$175.23	1052621060000	$175.23
1052351780000	$175.23	1052621070000	$175.23
1052351790000	$175.23	1052621080000	$175.23
1052351800000	$175.23	1052621090000	$175.23
1052351810000	$175.23	1052621100000	$175.23
1052351820000	$175.23	1052621110000	$175.23
1052351830000	$175.23	1052621120000	$175.23
1052601030000	$175.23	1052621130000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1052621140000	$175.23	1052621680000	$175.23
1052621150000	$175.23	1052621690000	$175.23
1052621160000	$175.23	1052621700000	$175.23
1052621170000	$175.23	1052621710000	$175.23
1052621180000	$175.23	1052621720000	$175.23
1052621190000	$175.23	1052621730000	$175.23
1052621200000	$175.23	1052621740000	$175.23
1052621210000	$175.23	1052621750000	$175.23
1052621220000	$175.23	1052621760000	$175.23
1052621230000	$175.23	1052621770000	$175.23
1052621240000	$175.23	1052621780000	$175.23
1052621250000	$175.23	1052621790000	$175.23
1052621260000	$175.23	1052621800000	$175.23
1052621270000	$175.23	1052621810000	$175.23
1052621280000	$175.23	1052621820000	$175.23
1052621290000	$175.23	1052621830000	$175.23
1052621300000	$175.23	1052621840000	$175.23
1052621310000	$175.23	1052621850000	$175.23
1052621320000	$175.23	1052621860000	$175.23
1052621330000	$175.23	1052621870000	$175.23
1052621340000	$175.23	1052621880000	$175.23
1052621350000	$175.23	1052621890000	$175.23
1052621360000	$175.23	1052621900000	$175.23
1052621370000	$175.23	1052621910000	$175.23
1052621380000	$175.23	1052641070000	$175.23
1052621390000	$175.23	1052641080000	$175.23
1052621400000	$175.23	1052641090000	$175.23
1052621410000	$175.23	1052641100000	$175.23
1052621420000	$175.23	1052641150000	$175.23
1052621430000	$175.23	1052641160000	$175.23
1052621440000	$175.23	1052641170000	$175.23
1052621510000	$175.23	1052641180000	$175.23
1052621520000	$175.23	1052641190000	$175.23
1052621530000	$175.23	1052641200000	$175.23
1052621540000	$175.23	1052641210000	$175.23
1052621550000	$175.23	1052641220000	$175.23
1052621560000	$175.23	1052641230000	$175.23
1052621570000	$175.23	1052641240000	$175.23
1052621580000	$175.23	1052641250000	$175.23
1052621590000	$175.23	1052641260000	$175.23
1052621600000	$175.23	1052641270000	$175.23
1052621610000	$175.23	1052641280000	$175.23
1052621620000	$175.23	1052641290000	$175.23
1052621630000	$175.23	1052641300000	$175.23
1052621640000	$175.23	1052641310000	$175.23
1052621650000	$175.23	1052641320000	$175.23
1052621660000	$175.23	1052641330000	$175.23
1052621670000	$175.23	1052641340000	$175.23

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APN	Levy Amount	APN	Levy Amount
1052641350000	$175.23	1052641900000	$175.23
1052641380000	$175.23	1052641910000	$175.23
1052641390000	$175.23	1053021040000	$175.23
1052641400000	$175.23	1053021050000	$175.23
1052641410000	$175.23	1053021080000	$175.23
1052641420000	$175.23	1053021090000	$175.23
1052641430000	$175.23	1053021100000	$175.23
1052641440000	$175.23	1053021110000	$175.23
1052641450000	$175.23	1053021120000	$175.23
1052641460000	$175.23	1053021130000	$175.23
1052641470000	$175.23	1053021140000	$175.23
1052641480000	$175.23	1053021150000	$175.23
1052641490000	$175.23	1053021160000	$175.23
1052641500000	$175.23	1053021170000	$175.23
1052641510000	$175.23	1053021180000	$175.23
1052641520000	$175.23	1053021190000	$175.23
1052641530000	$175.23	1053021200000	$175.23
1052641540000	$175.23	1053021210000	$175.23
1052641550000	$175.23	1053021220000	$175.23
1052641560000	$175.23	1053021230000	$175.23
1052641570000	$175.23	1053021240000	$175.23
1052641580000	$175.23	1053021250000	$175.23
1052641590000	$175.23	1053021260000	$175.23
1052641600000	$175.23	1053021270000	$175.23
1052641610000	$175.23	1053021280000	$175.23
1052641620000	$175.23	1053021290000	$175.23
1052641630000	$175.23	1053021300000	$175.23
1052641640000	$175.23	1053021310000	$175.23
1052641650000	$175.23	1053021320000	$175.23
1052641660000	$175.23	1053021330000	$175.23
1052641670000	$175.23	1053021340000	$175.23
1052641680000	$175.23	1053021350000	$175.23
1052641690000	$175.23	1053021360000	$175.23
1052641700000	$175.23	1053021370000	$175.23
1052641710000	$175.23	1053021380000	$175.23
1052641720000	$175.23	1053021390000	$175.23
1052641750000	$175.23	1053021400000	$175.23
1052641760000	$175.23	1053021410000	$175.23
1052641770000	$175.23	1053021420000	$175.23
1052641780000	$175.23	1053021430000	$175.23
1052641790000	$175.23	1053021440000	$175.23
1052641800000	$175.23	1053021450000	$175.23
1052641810000	$175.23	1053021460000	$175.23
1052641820000	$175.23	1053021470000	$175.23
1052641830000	$175.23	1053021480000	$175.23
1052641840000	$175.23	1053021490000	$175.23
1052641850000	$175.23	1053021500000	$175.23
1052641880000	$175.23	1053021510000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1053021520000	$175.23	1053031130000	$175.23
1053021530000	$175.23	1053031140000	$175.23
1053021540000	$175.23	1053031150000	$175.23
1053021550000	$175.23	1053031160000	$175.23
1053021560000	$175.23	1053031170000	$175.23
1053021570000	$175.23	1053031180000	$175.23
1053021580000	$175.23	1053031190000	$175.23
1053021590000	$175.23	1053031200000	$175.23
1053021600000	$175.23	1053031210000	$175.23
1053021610000	$175.23	1053031220000	$175.23
1053021620000	$175.23	1053031280000	$175.23
1053021630000	$175.23	1053031290000	$175.23
1053021640000	$175.23	1053031300000	$175.23
1053021650000	$175.23	1053031310000	$175.23
1053021660000	$175.23	1053031320000	$175.23
1053021670000	$175.23	1053031330000	$175.23
1053021680000	$175.23	1053031340000	$175.23
1053021690000	$175.23	1053031350000	$175.23
1053021700000	$175.23	1053031360000	$175.23
1053021710000	$175.23	1053031370000	$175.23
1053021720000	$175.23	1053031380000	$175.23
1053021730000	$175.23	1053031390000	$175.23
1053021780000	$175.23	1053031400000	$175.23
1053021790000	$175.23	1053031410000	$175.23
1053021800000	$175.23	1053031420000	$175.23
1053021810000	$175.23	1053031430000	$175.23
1053021820000	$175.23	1053031440000	$175.23
1053021830000	$175.23	1053031450000	$175.23
1053021840000	$175.23	1053031460000	$175.23
1053021850000	$175.23	1053031470000	$175.23
1053021860000	$175.23	1053031480000	$175.23
1053021870000	$175.23	1053031490000	$175.23
1053021880000	$175.23	1053031500000	$175.23
1053021890000	$175.23	1053031510000	$175.23
1053021900000	$175.23	1053031520000	$175.23
1053021910000	$175.23	1053031530000	$175.23
1053021920000	$175.23	1053031540000	$175.23
1053021930000	$175.23	1053031550000	$175.23
1053031030000	$175.23	1053031560000	$175.23
1053031040000	$175.23	1053031570000	$175.23
1053031050000	$175.23	1053031580000	$175.23
1053031060000	$175.23	1053031590000	$175.23
1053031070000	$175.23	1053031600000	$175.23
1053031080000	$175.23	1053031610000	$175.23
1053031090000	$175.23	1053031620000	$175.23
1053031100000	$175.23	1053031630000	$175.23
1053031110000	$175.23	1053031640000	$175.23
1053031120000	$175.23	1053031650000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1053031660000	$175.23	1053041210000	$175.23
1053031670000	$175.23	1053041220000	$175.23
1053031680000	$175.23	1053041230000	$175.23
1053031690000	$175.23	1053041240000	$175.23
1053031700000	$175.23	1053041250000	$175.23
1053031710000	$175.23	1053041260000	$175.23
1053031720000	$175.23	1053041270000	$175.23
1053031730000	$175.23	1053041280000	$175.23
1053031740000	$175.23	1053041320000	$175.23
1053031750000	$175.23	1053041330000	$175.23
1053031760000	$175.23	1053041340000	$175.23
1053031770000	$175.23	1053041350000	$175.23
1053031780000	$175.23	1053041360000	$175.23
1053031790000	$175.23	1053041370000	$175.23
1053031800000	$175.23	1053041380000	$175.23
1053031810000	$175.23	1053041390000	$175.23
1053031820000	$175.23	1053041400000	$175.23
1053031830000	$175.23	1053041410000	$175.23
1053031840000	$175.23	1053041420000	$175.23
1053031850000	$175.23	1053041430000	$175.23
1053031860000	$175.23	1053041440000	$175.23
1053031870000	$175.23	1053041450000	$175.23
1053031880000	$175.23	1053041460000	$175.23
1053031890000	$175.23	1053041470000	$175.23
1053031900000	$175.23	1053041490000	$175.23
1053031910000	$175.23	1053041500000	$175.23
1053031920000	$175.23	1053041510000	$175.23
1053031930000	$175.23	1053041520000	$175.23
1053031940000	$175.23	1053041530000	$175.23
1053031950000	$175.23	1053041540000	$175.23
1053031960000	$175.23	1053041550000	$175.23
1053031970000	$175.23	1053041560000	$175.23
1053031980000	$175.23	1053041570000	$175.23
1053041060000	$175.23	1053041580000	$175.23
1053041070000	$175.23	1053041590000	$175.23
1053041080000	$175.23	1053041600000	$175.23
1053041090000	$175.23	1053041610000	$175.23
1053041100000	$175.23	1053041620000	$175.23
1053041110000	$175.23	1053041630000	$175.23
1053041120000	$175.23	1053041640000	$175.23
1053041130000	$175.23	1053041650000	$175.23
1053041140000	$175.23	1053041660000	$175.23
1053041150000	$175.23	1053041670000	$175.23
1053041160000	$175.23	1053041680000	$175.23
1053041170000	$175.23	1053041690000	$175.23
1053041180000	$175.23	1053041700000	$175.23
1053041190000	$175.23	1053041710000	$175.23
1053041200000	$175.23	1053041720000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1053041730000	$175.23	1053241090000	$175.23
1053041740000	$175.23	1053241100000	$175.23
1053041750000	$175.23	1053241110000	$175.23
1053041760000	$175.23	1053241120000	$175.23
1053041770000	$175.23	1053241130000	$175.23
1053041780000	$175.23	1053241140000	$175.23
1053041790000	$175.23	1053241150000	$175.23
1053041800000	$175.23	1053241160000	$175.23
1053041810000	$175.23	1053241170000	$175.23
1053041820000	$175.23	1053241180000	$175.23
1053041830000	$175.23	1053241190000	$175.23
1053041840000	$175.23	1053241200000	$175.23
1053041850000	$175.23	1053241210000	$175.23
1053041860000	$175.23	1053241220000	$175.23
1053041870000	$175.23	1053241230000	$175.23
1053041880000	$175.23	1053241240000	$175.23
1053231050000	$175.23	1053241250000	$175.23
1053231060000	$175.23	1053241260000	$175.23
1053231070000	$175.23	1053241270000	$175.23
1053231080000	$175.23	1053241280000	$175.23
1053231090000	$175.23	1053241290000	$175.23
1053231100000	$175.23	1053241300000	$175.23
1053231110000	$175.23	1053241310000	$175.23
1053231120000	$175.23	1053241320000	$175.23
1053231130000	$175.23	1053241330000	$175.23
1053231140000	$175.23	1053241340000	$175.23
1053231150000	$175.23	1053241350000	$175.23
1053231160000	$175.23	1053241360000	$175.23
1053231170000	$175.23	1053241370000	$175.23
1053231180000	$175.23	1053241380000	$175.23
1053231210000	$175.23	1053241390000	$175.23
1053231220000	$175.23	1053241400000	$175.23
1053231230000	$175.23	1053241410000	$175.23
1053231240000	$175.23	1053241420000	$175.23
1053231250000	$175.23	1053241430000	$175.23
1053231260000	$175.23	1053241440000	$175.23
1053231270000	$175.23	1053241450000	$175.23
1053231280000	$175.23	1053241460000	$175.23
1053231290000	$175.23	1053241470000	$175.23
1053231300000	$175.23	1053241480000	$175.23
1053231320000	$175.23	1053241490000	$175.23
1053231330000	$175.23	1053241500000	$175.23
1053241030000	$175.23	1053241510000	$175.23
1053241040000	$175.23	1053241520000	$175.23
1053241050000	$175.23	1053241530000	$175.23
1053241060000	$175.23	1053241540000	$175.23
1053241070000	$175.23	1053241550000	$175.23
1053241080000	$175.23	1053241560000	$175.23

CC08SP82 - LMD 83-2 020

APN	Levy Amount	APN	Levy Amount
1053241570000	$175.23	1053261440000	$175.23
1053241580000	$175.23	1053261450000	$175.23
1053241590000	$175.23	1053261460000	$175.23
1053241600000	$175.23	1053261470000	$175.23
1053241610000	$175.23	1053261480000	$175.23
1053241620000	$175.23	1053261490000	$175.23
1053241630000	$175.23	1053261500000	$175.23
1053241640000	$175.23	1053261510000	$175.23
1053241650000	$175.23	1053261520000	$175.23
1053241660000	$175.23	1053261530000	$175.23
1053241670000	$175.23	1053261540000	$175.23
1053261050000	$175.23	1053261550000	$175.23
1053261060000	$175.23	1053261560000	$175.23
1053261070000	$175.23	1053261570000	$175.23
1053261080000	$175.23	1053261580000	$175.23
1053261090000	$175.23	1053261590000	$175.23
1053261100000	$175.23	1053261600000	$175.23
1053261110000	$175.23	1053261610000	$175.23
1053261120000	$175.23	1053261620000	$175.23
1053261130000	$175.23	1053261630000	$175.23
1053261140000	$175.23	1053261640000	$175.23
1053261150000	$175.23	1053261650000	$175.23
1053261160000	$175.23	1053261660000	$175.23
1053261170000	$175.23	1053261670000	$175.23
1053261180000	$175.23	1053261680000	$175.23
1053261190000	$175.23	1053261690000	$175.23
1053261200000	$175.23	1053261700000	$175.23
1053261210000	$175.23	**1,227**	**$215,007.21**
1053261220000	$175.23		
1053261230000	$175.23		
1053261240000	$175.23		
1053261250000	$175.23		
1053261260000	$175.23		
1053261270000	$175.23		
1053261280000	$175.23		
1053261290000	$175.23		
1053261300000	$175.23		
1053261310000	$175.23		
1053261320000	$175.23		
1053261330000	$175.23		
1053261340000	$175.23		
1053261350000	$175.23		
1053261360000	$175.23		
1053261370000	$175.23		
1053261380000	$175.23		
1053261390000	$175.23		
1053261400000	$175.23		
1053261430000	$175.23		

CITY OF CHINO **LMD 83-2**

CC08SP83 - LMD 83-2 022

APN	Levy Amount	APN	Levy Amount
1014621290000	$23.77		
1014621300000	$23.77		
1014621310000	$23.77		
1014621320000	$23.77		
1014621330000	$23.77		
1014621340000	$23.77		
1014621350000	$23.77		
1014621360000	$23.77		
1014621370000	$23.77		
1014621380000	$23.77		
1014621390000	$23.77		
1014621400000	$23.77		
1014621410000	$23.77		
1014621420000	$23.77		
1014621430000	$23.77		
1014621440000	$23.77		
1014621450000	$23.77		
1014621460000	$23.77		
18	**$427.86**		

CITY OF CHINO **LMD 83-2**

CC08SP84 - LMD 83-2 024

APN	Levy Amount	APN	Levy Amount
1013361260000	$102.82		
1013361270000	$102.82		
1013361280000	$102.82		
1013361290000	$102.82		
1013361300000	$102.82		
1013361310000	$102.82		
1013361320000	$102.82		
1013361330000	$102.82		
1013361340000	$102.82		
1013361350000	$102.82		
1013361360000	$102.82		
1013361370000	$102.82		
1013361380000	$102.82		
1013361390000	$102.82		
1013361400000	$102.82		
1013361410000	$102.82		
1013361420000	$102.82		
1013361430000	$102.82		
1013361440000	$102.82		
1013361450000	$102.82		
20	**$2,056.40**		

CITY OF CHINO **LMD 83-2**

CC08SP85 - LMD 83-2 025

APN	Levy Amount	APN	Levy Amount
1028501010000	$41.68		
1028501020000	$41.68		
1028501030000	$41.68		
1028501040000	$41.68		
1028501100000	$41.68		
1028501110000	$41.68		
1028501260000	$41.68		
1028501310000	$41.68		
1028501320000	$41.68		
1028501330000	$41.68		
1028501340000	$41.68		
1028501350000	$41.68		
1028511010000	$41.68		
1028511020000	$41.68		
1028511030000	$41.68		
1028511040000	$41.68		
1028511050000	$41.68		
1028511060000	$41.68		
1028511070000	$41.68		
1028511080000	$41.68		
1028511210000	$41.68		
1028511220000	$41.68		
1028511230000	$41.68		
23	**$958.64**		

CITY OF CHINO **LMD 83-2**

CC08SP86 - LMD 83-2 026

APN	Levy Amount	APN	Levy Amount
1019451180000	$53.89		
1	**$53.89**		

CC08SP87 - LMD 83-2 027

APN	Levy Amount	APN	Levy Amount
1020351200000	$16.66		
1020351210000	$16.66		
1020351220000	$16.66		
1020351230000	$16.66		
1020351240000	$16.66		
1020351250000	$16.66		
1020351260000	$16.66		
1020351270000	$16.66		
1020351280000	$16.66		
1020351290000	$16.66		
1020351300000	$16.66		
1020351310000	$16.66		
1020351320000	$16.66		
1020351330000	$16.66		
14	**$233.24**		

CITY OF CHINO **LMD 83-2**

CC08SP88 - LMD 83-2 028

APN	Levy Amount	APN	Levy Amount
1021071140000	$240.86		
1	**$240.86**		

CC08SP89 - LMD 83-2 029

APN	Levy Amount	APN	Levy Amount
1019481170000	$67.30		
1019481180000	$67.30		
1019481190000	$67.30		
1019481200000	$67.30		
1019481210000	$67.30		
1019481220000	$67.30		
1019481230000	$67.30		
7	**$471.10**		

CC08SP90 - LMD 83-2 030

APN	Levy Amount	APN	Levy Amount
1028491010000	$55.76		
1028491020000	$55.76		
1028491030000	$55.76		
1028491040000	$55.76		
1028491050000	$55.76		
1028491060000	$55.76		
1028491070000	$55.76		
1028491080000	$55.76		
8	**$446.08**		

CITY OF CHINO **LMD 83-2**

CC08SP91 - LMD 83-2 031

APN	Levy Amount	APN	Levy Amount
1020561130000	$128.89		
1020561140000	$128.89		
2	**$257.78**		

CITY OF CHINO **LMD 83-2**

CC08SP92 - LMD 83-2 032

APN	Levy Amount	APN	Levy Amount
1025111060000	$125.75		
1025111070000	$125.75		
1025111080000	$125.75		
3	**$377.25**		

CITY OF CHINO **LMD 83-2**

CC08SP93 - LMD 83-2 033

APN	Levy Amount	APN	Levy Amount
1022471040000	$642.15		
1	**$642.15**		

CITY OF CHINO **LMD 83-2**

CC08SP94 - LMD 83-2 034

APN	Levy Amount	APN	Levy Amount
1021361410000	$105.47		
1021361420000	$105.47		
1021361430000	$105.47		
1021361440000	$105.47		
4	**$421.88**		

CITY OF CHINO **LMD 83-2**

CC08SP95 - LMD 83-2 036

APN	Levy Amount	APN	Levy Amount
1016301210000	$136.86		
1016311190000	$136.86		
2	**$273.72**		

CITY OF CHINO **LMD 83-2**

CC08SP96 - LMD 83-2 037

APN	Levy Amount	APN	Levy Amount
1021021230000	$97.00		
1021021240000	$97.00		
1021021250000	$97.00		
1021021260000	$97.00		
1021021270000	$97.00		
5	**$485.00**		

CITY OF CHINO **LMD 83-2**

CC08SP97 - LMD 83-2 038

APN	Levy Amount	APN	Levy Amount
1022441090000	$378.20		
1	**$378.20**		

CC08SP98 - LMD 83-2 039

APN	Levy Amount	APN	Levy Amount
1016191060000	$40.39	1016191540000	$40.39
1016191070000	$40.39	1016191550000	$40.39
1016191080000	$40.39	1016191560000	$40.39
1016191090000	$40.39	1016191570000	$40.39
1016191100000	$40.39	1016191580000	$40.39
1016191110000	$40.39	1016191590000	$40.39
1016191120000	$40.39	1016191600000	$40.39
1016191130000	$40.39	1016191610000	$40.39
1016191140000	$40.39	1016191620000	$40.39
1016191150000	$40.39	1016191630000	$40.39
1016191160000	$40.39	1016191640000	$40.39
1016191170000	$40.39	1016191650000	$40.39
1016191180000	$40.39	1016191660000	$40.39
1016191190000	$40.39	1016191670000	$40.39
1016191200000	$40.39	1016191680000	$40.39
1016191210000	$40.39	1016191690000	$40.39
1016191220000	$40.39	1016191700000	$40.39
1016191230000	$40.39	**65**	**$2,625.35**
1016191240000	$40.39		
1016191250000	$40.39		
1016191260000	$40.39		
1016191270000	$40.39		
1016191280000	$40.39		
1016191290000	$40.39		
1016191300000	$40.39		
1016191310000	$40.39		
1016191320000	$40.39		
1016191330000	$40.39		
1016191340000	$40.39		
1016191350000	$40.39		
1016191360000	$40.39		
1016191370000	$40.39		
1016191380000	$40.39		
1016191390000	$40.39		
1016191400000	$40.39		
1016191410000	$40.39		
1016191420000	$40.39		
1016191430000	$40.39		
1016191440000	$40.39		
1016191450000	$40.39		
1016191460000	$40.39		
1016191470000	$40.39		
1016191480000	$40.39		
1016191490000	$40.39		
1016191500000	$40.39		
1016191510000	$40.39		
1016191520000	$40.39		
1016191530000	$40.39		

CC08SP99 - LMD 83-2 041

APN	Levy Amount	APN	Levy Amount
1019111270000	$67.83	1019122090000	$67.83
1019111280000	$67.83	1019122100000	$67.83
1019111290000	$67.83	1019122110000	$67.83
1019111300000	$67.83	1019122120000	$67.83
1019111310000	$67.83	1019122130000	$67.83
1019111320000	$67.83	1019122140000	$67.83
1019111330000	$67.83	1019122150000	$67.83
1019111340000	$67.83	1019122160000	$67.83
1019111350000	$67.83	1019122170000	$67.83
1019111360000	$67.83	1019122180000	$67.83
1019111370000	$67.83	1019122190000	$67.83
1019111380000	$67.83	1019122210000	$67.83
1019111390000	$67.83	1019122220000	$67.83
1019111400000	$67.83	1019122230000	$67.83
1019111410000	$67.83	1019122240000	$67.83
1019111420000	$67.83	1019122250000	$67.83
1019111430000	$67.83	1019122260000	$67.83
1019111440000	$67.83	1019122270000	$67.83
1019111450000	$67.83	1019122280000	$67.83
1019111460000	$67.83	1019122290000	$67.83
1019111470000	$67.83	1019122300000	$67.83
1019111480000	$67.83	1019122310000	$67.83
1019111490000	$67.83	1019122320000	$67.83
1019111500000	$67.83	1019122330000	$67.83
1019111510000	$67.83	1019122340000	$67.83
1019111520000	$67.83	1019122350000	$67.83
1019111530000	$67.83	1019122360000	$67.83
1019111540000	$67.83	1019122400000	$67.83
1019111550000	$67.83	1019122410000	$67.83
1019111560000	$67.83	1019122420000	$67.83
1019111570000	$67.83	1019122430000	$67.83
1019111580000	$67.83	1019122440000	$67.83
1019111590000	$67.83	1019122450000	$67.83
1019111600000	$67.83	1019122460000	$67.83
1019111610000	$67.83	1019123010000	$67.83
1019111620000	$67.83	1019123020000	$67.83
1019111630000	$67.83	1019123030000	$67.83
1019111640000	$67.83	1019123040000	$67.83
1019111650000	$67.83	1019123050000	$67.83
1019111660000	$67.83	1019123060000	$67.83
1019122010000	$67.83	1019123070000	$67.83
1019122020000	$67.83	1019123080000	$67.83
1019122030000	$67.83	1019123090000	$67.83
1019122040000	$67.83	1019123100000	$67.83
1019122050000	$67.83	1019123110000	$67.83
1019122060000	$67.83	1019123120000	$67.83
1019122070000	$67.83	1019123130000	$67.83
1019122080000	$67.83	1019123140000	$67.83

CITY OF CHINO **LMD 83-2**

CC08SP99 - LMD 83-2 041

APN	Levy Amount	APN	Levy Amount
1019123150000	$67.83		
1019123160000	$67.83		
1019123170000	$67.83		
1019123180000	$67.83		
1019123190000	$67.83		
1019123200000	$67.83		
1019123210000	$67.83		
1019123220000	$67.83		
1019123230000	$67.83		
1019123240000	$67.83		
1019123250000	$67.83		
1019123260000	$67.83		
1019123270000	$67.83		
1019123280000	$67.83		
1019123290000	$67.83		
1019123300000	$67.83		
1019123310000	$67.83		
1019123320000	$67.83		
1019123330000	$67.83		
1019123340000	$67.83		
1019123350000	$67.83		
1019123360000	$67.83		
1019123370000	$67.83		
1019123380000	$67.83		
1019123390000	$67.83		
1019123400000	$67.83		
1019123410000	$67.83		
1019123420000	$67.83		
1019123430000	$67.83		
1019123440000	$67.83		
1019123450000	$67.83		
1019123460000	$67.83		
128	**$8,682.24**		

CC08SL01 - LMD 83-2 042

APN	Levy Amount	APN	Levy Amount
1015511280000	$100.31		
1015511290000	$100.31		
2	**$200.62**		

CC08SL02 - LMD 83-2 043

APN	Levy Amount	APN	Levy Amount
1019531140000	$68.72		
1019531150000	$68.72		
2	**$137.44**		

CITY OF CHINO **LMD 83-2**

CC08SL03 - LMD 83-2 045

APN	Levy Amount	APN	Levy Amount
1022451030000	$71.61		
1022451060000	$71.61		
1022451070000	$71.61		
1022461040000	$71.61		
1022461050000	$71.61		
1022461090000	$71.61		
6	**$429.66**		

CITY OF CHINO **LMD 83-2**

CC08SL04 - LMD 83-2 046

APN	Levy Amount	APN	Levy Amount
1014591160000	$294.63		
1014591170000	$294.63		
1014601190000	$294.63		
1014601200000	$294.63		
4	**$1,178.52**		

CC08SL05 - LMD 83-2 048

APN	Levy Amount	APN	Levy Amount
1016091120000	$28.99		
1016091130000	$28.99		
1016091140000	$28.99		
1016091150000	$28.99		
1016091160000	$28.99		
1016091170000	$28.99		
1016091180000	$28.99		
1016091190000	$28.99		
1016091200000	$28.99		
1016091210000	$28.99		
10	**$289.90**		

CITY OF CHINO **LMD 83-2**

CC08SL06 - LMD 83-2 049

APN	Levy Amount	APN	Levy Amount
1020441010000	$233.68		
1	**$233.68**		

CC08SL07 - LMD 83-2 050

APN	Levy Amount	APN	Levy Amount
1019461120000	$34.40		
1019461130000	$34.40		
1019461140000	$34.40		
1019461150000	$34.40		
1019461160000	$34.40		
1019461170000	$34.40		
1019461180000	$34.40		
1019461190000	$34.40		
1019461200000	$34.40		
1019461210000	$34.40		
1019461220000	$34.40		
1019461230000	$34.40		
1019461240000	$34.40		
1019461250000	$34.40		
1019461260000	$34.40		
15	**$516.00**		

CC08SL08 - LMD 83-2 051

APN	Levy Amount	APN	Levy Amount
1016011120000	$57.29		
1016011130000	$57.29		
1016011140000	$57.29		
3	**$171.87**		

CITY OF CHINO **LMD 83-2**

CC08SL09 - LMD 83-2 052

APN	Levy Amount	APN	Levy Amount
1016592080000	$125.75		
1016592090000	$125.75		
1023051090000	$125.75		
3	**$377.25**		

CITY OF CHINO **LMD 83-2**

CC08SL10 - LMD 83-2 053

APN	Levy Amount	APN	Levy Amount
1021051020000	$21.21		
1021051030000	$21.21		
1021051040000	$21.21		
1021051060000	$21.21		
1021051100000	$21.21		
1021051110000	$21.21		
1021051120000	$21.21		
1021051130000	$21.21		
1021051140000	$21.21		
1021051150000	$21.21		
1021051160000	$21.21		
1021051170000	$21.21		
1021051180000	$21.21		
1021051190000	$21.21		
1021051200000	$21.21		
1021051210000	$21.21		
1021051220000	$21.21		
1021051230000	$21.21		
1021051260000	$21.21		
1021051270000	$21.21		
1021051280000	$21.21		
21	**$445.41**		

CITY OF CHINO **LMD 83-2**

CC08SL11 - LMD 83-2 054

APN	Levy Amount	APN	Levy Amount
1016421200000	$29.73		
1016421210000	$29.73		
1016421220000	$29.73		
1016421230000	$29.73		
1016421240000	$29.73		
1016421250000	$29.73		
1016421260000	$29.73		
1016421270000	$29.73		
1016421280000	$29.73		
1016421290000	$29.73		
1016421300000	$29.73		
1016421310000	$29.73		
1016421320000	$29.73		
1016421330000	$29.73		
1016421340000	$29.73		
15	**$445.95**		

CITY OF CHINO **LMD 83-2**

CC08SL12 - LMD 83-2 055

APN	Levy Amount	APN	Levy Amount
1020341080000	$85.93		
1	**$85.93**		

CITY OF CHINO **LMD 83-2**

CC08SL13 - LMD 83-2 057

APN	Levy Amount	APN	Levy Amount
1014601090000	$55.67		
1014601100000	$55.67		
1014601110000	$55.67		
1014601120000	$55.67		
1014601130000	$55.67		
1014601140000	$55.67		
1014601150000	$55.67		
1014601160000	$55.67		
1014611720000	$55.67		
1014611730000	$55.67		
1014611740000	$55.67		
1014611750000	$55.67		
1014611780000	$55.67		
1014611790000	$55.67		
1014611800000	$55.67		
15	**$835.05**		

CITY OF CHINO **LMD 83-2**

CC08SL14 - LMD 83-2 059

APN	Levy Amount	APN	Levy Amount
1021111080000	$47.25		
1021111090000	$47.25		
1021111100000	$47.25		
1021111110000	$47.25		
1021111120000	$47.25		
1021111130000	$47.25		
1021111140000	$47.25		
7	**$330.75**		

CITY OF CHINO **LMD 83-2**

CC08SL15 - LMD 83-2 061

APN	Levy Amount	APN	Levy Amount
1015271100000	$153.29		
1015281270000	$153.29		
1015281280000	$153.29		
3	**$459.87**		

CITY OF CHINO **LMD 83-2**

CC08SL16 - LMD 83-2 062

APN	Levy Amount	APN	Levy Amount
1025211230000	$110.62		
1025211260000	$110.62		
1025211280000	$110.62		
3	**$331.86**		

CITY OF CHINO **LMD 83-2**

CC08SL17 - LMD 83-2 063

APN	Levy Amount	APN	Levy Amount
1015391470000	$233.68		
1	**$233.68**		

CITY OF CHINO **LMD 83-2**

CC08SL18 - LMD 83-2 064

APN	Levy Amount	APN	Levy Amount
1016443150000	$394.00		
1016443160000	$394.00		
1016443170000	$394.00		
1016443180000	$394.00		
4	**$1,576.00**		

CITY OF CHINO **LMD 83-2**

CC08SL19 - LMD 83-2 065

APN	Levy Amount	APN	Levy Amount
1021032060000	$108.06		
1	**$108.06**		

CITY OF CHINO **LMD 83-2**

CC08SL20 - LMD 83-2 067

APN	Levy Amount	APN	Levy Amount
1020371200000	$125.95		
1020371210000	$125.95		
1020371220000	$125.95		
1020371230000	$125.95		
1020371240000	$125.95		
1020371250000	$125.95		
6	**$755.70**		

CITY OF CHINO **LMD 83-2**

CC08SL21 - LMD 83-2 069

APN	Levy Amount	APN	Levy Amount
1013351320000	$170.15		
1013351330000	$170.15		
1013351340000	$170.15		
1013351350000	$170.15		
1013351360000	$170.15		
1013351370000	$170.15		
1013351380000	$170.15		
1013351390000	$170.15		
8	**$1,361.20**		

CITY OF CHINO **LMD 83-2**

CC08SL22 - LMD 83-2 070

APN	Levy Amount	APN	Levy Amount
1021231050000	$14.97		
1021231060000	$14.97		
1021231070000	$14.97		
1021231080000	$14.97		
1021231090000	$14.97		
1021231100000	$14.97		
1021231110000	$14.97		
1021231120000	$14.97		
1021231130000	$14.97		
1021231140000	$14.97		
1021231150000	$14.97		
1021231160000	$14.97		
12	**$179.64**		

CC08SL23 - LMD 83-2 074

APN	Levy Amount
1022031020000	$314.55
1022082030000	$314.55
1022082040000	$314.55
1022082070000	$314.55
1022082110000	$314.55
1022082120000	$314.55
1022082130000	$314.55
1022082150000	$314.55
1022082180000	$314.55
1022082190000	$314.55
1022082200000	$314.55
1022082210000	$314.55
1022082220000	$314.55
1022082230000	$314.55
1022251050000	$314.55
1022251060000	$314.55
1022251070000	$314.55
1022251080000	$314.55
1022251090000	$314.55
1022251100000	$314.55
1022251110000	$314.55
1022251120000	$314.55
1022251130000	$314.55
1022251140000	$314.55
1022251150000	$314.55
1022251160000	$314.55
1022261080000	$314.55
1022261090000	$314.55
1022271160000	$314.55
1022271170000	$314.55
1022271180000	$314.55
1022271190000	$314.55
1022271200000	$314.55
1022271210000	$314.55
1022381040000	$314.55
1022391150000	$314.55
1022391160000	$314.55
1022391170000	$314.55
1022391180000	$314.55
1022391190000	$314.55
1022391200000	$314.55
1022391210000	$314.55
1022401060000	$314.55
1022401070000	$314.55
1022571070000	$314.55
1022571080000	$314.55
1022571090000	$314.55
1022571100000	$314.55
1022581040000	$314.55
49	**$15,412.95**

CITY OF CHINO **LMD 83-2**

CC08SL24 - LMD 83-2 076

APN	Levy Amount	APN	Levy Amount
1016091220000	$200.95		
1	**$200.95**		

CITY OF CHINO **LMD 83-2**

CC08SL25 - LMD 83-2 078

APN	Levy Amount	APN	Levy Amount
1015324090000	$62.87		
1015324100000	$62.87		
2	**$125.74**		

CITY OF CHINO **LMD 83-2**

CC08SL26 - LMD 83-2 079

APN	Levy Amount	APN	Levy Amount
1021101230000	$12.56		
1021101240000	$12.56		
1021101250000	$12.56		
1021101260000	$12.56		
1021101270000	$12.56		
1021101280000	$12.56		
1021101290000	$12.56		
1021101300000	$12.56		
1021101310000	$12.56		
1021101320000	$12.56		
1021101330000	$12.56		
1021101340000	$12.56		
1021101350000	$12.56		
1021101360000	$12.56		
1021101370000	$12.56		
1021101380000	$12.56		
16	**$200.96**		

CITY OF CHINO **LMD 83-2**

CC08SL27 - LMD 83-2 080

APN	Levy Amount	APN	Levy Amount
1022101060000	$420.30		
1022101100000	$420.30		
1022101110000	$420.30		
1022101120000	$420.30		
1022101130000	$420.30		
1022101140000	$420.30		
1022101150000	$420.30		
1022111060000	$420.30		
1022111070000	$420.30		
1022111080000	$420.30		
1022111090000	$420.30		
1022111120000	$420.30		
1022111130000	$420.30		
1022111140000	$420.30		
1022111150000	$420.30		
1022121120000	$420.30		
1022231040000	$420.30		
1022241050000	$420.30		
1022241060000	$420.30		
1022241070000	$420.30		
1022411050000	$420.30		
1022421090000	$420.30		
1022421120000	$420.30		
1022421130000	$420.30		
1022421160000	$420.30		
1022421170000	$420.30		
1022421180000	$420.30		
1022421200000	$420.30		
1022421210000	$420.30		
1022421220000	$420.30		
1022421230000	$420.30		
1022421240000	$420.30		
1022431090000	$420.30		
1022561020000	$420.30		
34	**$14,290.20**		

CC08SL28 - LMD 83-2 082

APN	Levy Amount	APN	Levy Amount
1019601110000	$105.31		
1019601120000	$105.31		
1019601130000	$105.31		
1019601140000	$105.31		
1019601150000	$105.31		
1019601160000	$105.31		
1019601170000	$105.31		
1019601180000	$105.31		
1019601190000	$105.31		
1019601200000	$105.31		
1019601210000	$105.31		
1019601220000	$105.31		
1019601230000	$105.31		
1019601240000	$105.31		
1019601250000	$105.31		
1019601260000	$105.31		
1019601270000	$105.31		
1019601280000	$105.31		
1019601290000	$105.31		
1019601300000	$105.31		
1019601310000	$105.31		
1019601320000	$105.31		
1019601330000	$105.31		
1019601340000	$105.31		
1019601350000	$105.31		
1019601360000	$105.31		
1019601370000	$105.31		
1019601380000	$105.31		
1019601390000	$105.31		
1019601400000	$105.31		
1019601410000	$105.31		
1019601420000	$105.31		
1019601440000	$105.31		
1019601460000	$105.31		
1019601480000	$105.31		
1019601500000	$105.31		
1019601520000	$105.31		
1019601540000	$105.31		
38	**$4,001.78**		

CITY OF CHINO **LMD 83-2**

CC08SL29 - LMD 83-2 086

APN	Levy Amount	APN	Levy Amount
1015382020000	$123.63		
1015382030000	$123.63		
2	**$247.26**		

CC08SL30 - LMD 83-2 087

APN	Levy Amount	APN	Levy Amount
1022141260000	$314.26		
1022141270000	$314.26		
2	**$628.52**		

CITY OF CHINO **LMD 83-2**

CC08SL31 - LMD 83-2 088

APN	Levy Amount	APN	Levy Amount
1021111170000	$18.29		
1021111180000	$18.29		
1021111190000	$18.29		
1021111200000	$18.29		
1021111210000	$18.29		
1021111220000	$18.29		
1021111230000	$18.29		
1021111240000	$18.29		
8	**$146.32**		

CC08SL32 - LMD 83-2 089

APN	Levy Amount	APN	Levy Amount
1020511030000	$258.17		
1	**$258.17**		

CITY OF CHINO **LMD 83-2**

CC08SL33 - LMD 83-2 090

APN	Levy Amount	APN	Levy Amount
1025211160000	$165.68		
1025211240000	$165.68		
1025211290000	$165.68		
3	**$497.04**		

CITY OF CHINO **LMD 83-2**

CC08SL34 - LMD 83-2 091

APN	Levy Amount	APN	Levy Amount
1020571070000	$206.85		
1	**$206.85**		

CITY OF CHINO **LMD 83-2**

CC08SL35 - LMD 83-2 093

APN	Levy Amount	APN	Levy Amount
1020551540000	$61.85		
1020551550000	$61.85		
1020551560000	$61.85		
1020551570000	$61.85		
1020551580000	$61.85		
5	**$309.25**		

CITY OF CHINO **LMD 83-2**

CC08SL36 - LMD 83-2 094

APN	Levy Amount	APN	Levy Amount
1021031220000	$34.54		
1021031250000	$34.54		
2	**$69.08**		

CITY OF CHINO **LMD 83-2**

CC08SL37 - LMD 83-2 095

APN	Levy Amount	APN	Levy Amount
1014361050000	$74.21		
1014361280000	$74.21		
1014361290000	$74.21		
1014621470000	$74.21		
1014621480000	$74.21		
1014621490000	$74.21		
1014621500000	$74.21		
1014621510000	$74.21		
8	**$593.68**		

CC08SL38 - LMD 83-2 096

APN	Levy Amount	APN	Levy Amount
1021061050000	$108.73		
1021061060000	$108.73		
1021061070000	$108.73		
3	**$326.19**		

CITY OF CHINO **LMD 83-2**

CC08SL39 - LMD 83-2 097

APN	Levy Amount	APN	Levy Amount
1022521330000	$105.71		
1022521340000	$105.71		
2	**$211.42**		

CC08SL40 - LMD 83-2 098

APN	Levy Amount	APN	Levy Amount
1019201040000	$76.27	1019651060000	$76.27
1019201050000	$76.27	1019651070000	$76.27
1019201060000	$76.27	1019651080000	$76.27
1019201070000	$76.27	1019651090000	$76.27
1019201080000	$76.27	1019651100000	$76.27
1019201090000	$76.27	1019651110000	$76.27
1019201100000	$76.27	1019651120000	$76.27
1019201110000	$76.27	1019651130000	$76.27
1019201120000	$76.27	1019651140000	$76.27
1019201130000	$76.27	1019651150000	$76.27
1019201140000	$76.27	1019651160000	$76.27
1019201150000	$76.27	1019651170000	$76.27
1019201160000	$76.27	1019651180000	$76.27
1019201170000	$76.27	1019651190000	$76.27
1019201180000	$76.27	1019651200000	$76.27
1019201190000	$76.27	1019651210000	$76.27
1019201200000	$76.27	1019651220000	$76.27
1019201210000	$76.27	1019651230000	$76.27
1019201220000	$76.27	1019651240000	$76.27
1019201230000	$76.27	1019651250000	$76.27
1019201240000	$76.27	1019651260000	$76.27
1019201250000	$76.27	1019651270000	$76.27
1019201260000	$76.27	1019651280000	$76.27
1019201270000	$76.27	1019651290000	$76.27
1019201280000	$76.27	1019651300000	$76.27
1019201290000	$76.27	1019651310000	$76.27
1019201300000	$76.27	1019651320000	$76.27
1019201310000	$76.27	1019651330000	$76.27
1019201320000	$76.27	1019651340000	$76.27
1019201330000	$76.27	1019651350000	$76.27
1019201340000	$76.27	1019651360000	$76.27
1019201350000	$76.27	1019651370000	$76.27
1019201360000	$76.27	1019651380000	$76.27
1019201370000	$76.27	1019651390000	$76.27
1019201380000	$76.27	1019651400000	$76.27
1019201390000	$76.27	**83**	**$6,330.41**
1019201400000	$76.27		
1019201410000	$76.27		
1019201420000	$76.27		
1019201430000	$76.27		
1019201440000	$76.27		
1019201450000	$76.27		
1019201460000	$76.27		
1019651010000	$76.27		
1019651020000	$76.27		
1019651030000	$76.27		
1019651040000	$76.27		
1019651050000	$76.27		

CITY OF CHINO **LMD 83-2**

CC08SL41 - LMD 83-2 099

APN	Levy Amount	APN	Levy Amount
1021071150000	$103.91		
1021071160000	$103.91		
2	**$207.82**		

CC08SL42 - LMD 83-2 100

APN	Levy Amount	APN	Levy Amount
1022491050000	$129.97		
1022501040000	$129.97		
1022501050000	$129.97		
1022501060000	$129.97		
1022501070000	$129.97		
1022501080000	$129.97		
6	**$779.82**		

CITY OF CHINO **LMD 83-2**

CC08SL43 - LMD 83-2 101

APN	Levy Amount	APN	Levy Amount
1023051100000	$61.96		
1	**$61.96**		

CC08SL44 - LMD 83-2 102

APN	Levy Amount	APN	Levy Amount
1019202010000	$133.31	1019652100000	$133.31
1019202020000	$133.31	1019652110000	$133.31
1019202030000	$133.31	1019652120000	$133.31
1019202040000	$133.31	1019652130000	$133.31
1019202050000	$133.31	1019652140000	$133.31
1019202060000	$133.31	1019652150000	$133.31
1019202070000	$133.31	1019652160000	$133.31
1019202080000	$133.31	1019652170000	$133.31
1019202090000	$133.31	1019652180000	$133.31
1019202100000	$133.31	1019652190000	$133.31
1019202110000	$133.31	1019652200000	$133.31
1019202120000	$133.31	1019652210000	$133.31
1019202130000	$133.31	1019652220000	$133.31
1019202140000	$133.31	1019652230000	$133.31
1019202150000	$133.31	1019652240000	$133.31
1019202160000	$133.31	1019652250000	$133.31
1019202170000	$133.31	1019652260000	$133.31
1019202180000	$133.31	1019652270000	$133.31
1019202190000	$133.31	1019652280000	$133.31
1019202200000	$133.31	1019652290000	$133.31
1019202210000	$133.31	1019652300000	$133.31
1019202220000	$133.31	1019652310000	$133.31
1019202230000	$133.31	1019652320000	$133.31
1019202240000	$133.31	1019652330000	$133.31
1019202250000	$133.31	1019652340000	$133.31
1019202260000	$133.31	1019652350000	$133.31
1019202270000	$133.31	1019652360000	$133.31
1019202280000	$133.31	1019652370000	$133.31
1019202290000	$133.31	1019652380000	$133.31
1019202300000	$133.31	1019652390000	$133.31
1019202310000	$133.31	1019652400000	$133.31
1019202320000	$133.31	1019652410000	$133.31
1019202330000	$133.31	1019652420000	$133.31
1019202340000	$133.31	1019652430000	$133.31
1019202350000	$133.31	1019652440000	$133.31
1019202360000	$133.31	1019652450000	$133.31
1019202370000	$133.31	1019652460000	$133.31
1019202380000	$133.31	1019652470000	$133.31
1019202390000	$133.31	1019652480000	$133.31
1019652010000	$133.31	1019652490000	$133.31
1019652020000	$133.31	**88**	**$11,731.28**
1019652030000	$133.31		
1019652040000	$133.31		
1019652050000	$133.31		
1019652060000	$133.31		
1019652070000	$133.31		
1019652080000	$133.31		
1019652090000	$133.31		

CC08SL45 - LMD 83-2 103

APN	Levy Amount	APN	Levy Amount
1053251210000	$332.60		
1053251220000	$332.60		
1053251230000	$332.60		
1053251240000	$332.60		
1053251250000	$332.60		
1053251260000	$332.60		
1053251270000	$332.60		
1053251280000	$332.60		
1053251290000	$332.60		
1053251300000	$332.60		
1053251310000	$332.60		
1053251320000	$332.60		
1053251330000	$332.60		
1053251340000	$332.60		
14	**$4,656.40**		

CITY OF CHINO **LMD 83-2**

CC08SL46 - LMD 83-2 104

APN	Levy Amount	APN	Levy Amount
1021061020000	$154.72		
1	**$154.72**		

CC08SL47 - LMD 83-2 105

APN	Levy Amount	APN	Levy Amount
1016381790000	$30.94		
1016381800000	$30.94		
1016381810000	$30.94		
1016381820000	$30.94		
1016381830000	$30.94		
5	**$154.70**		

CC08SL48 - LMD 83-2 106

APN	Levy Amount	APN	Levy Amount
1025092020000	$82.17		
1	**$82.17**		

CC08SL49 - LMD 83-2 107

APN	Levy Amount	APN	Levy Amount
1022521350000	$112.63		
1	**$112.63**		

CC08SL50 - LMD 83-2 108

APN	Levy Amount	APN	Levy Amount
1020281280000	$2,430.12		
1020283270000	$2,430.12		
1020283280000	$2,430.12		
3	**$7,290.36**		

CITY OF CHINO **LMD 83-2**

CC08SL51 - LMD 83-2 109

APN	Levy Amount	APN	Levy Amount
1021621030000	$238.62		
1021621040000	$238.62		
1021621050000	$238.62		
1021621060000	$238.62		
1021631010000	$238.62		
1021631020000	$238.62		
6	**$1,431.72**		

CC08SL52 - LMD 83-2 110

APN	Levy Amount	APN	Levy Amount
1015342200000	$14.74		
1015342210000	$14.74		
1015342220000	$14.74		
1015342230000	$14.74		
4	**$58.96**		

CITY OF CHINO **LMD 83-2**

CC08SL53 - LMD 83-2 111

APN	Levy Amount	APN	Levy Amount
1020571090000	$143.28		
1020571100000	$143.28		
1020571110000	$143.28		
3	**$429.84**		

CC08SL54 - LMD 83-2 112

APN	Levy Amount
1052611030000	$199.82
1052611040000	$199.82
1052611050000	$199.82
1052611060000	$199.82
1052611070000	$199.82
1052611080000	$199.82
1052611090000	$199.82
1052611100000	$199.82
1052611110000	$199.82
1052611120000	$199.82
1052611130000	$199.82
1052611140000	$199.82
1052611150000	$199.82
1052611160000	$199.82
1052611170000	$199.82
1052611180000	$199.82
1052611190000	$199.82
1052611200000	$199.82
1052611210000	$199.82
1052611220000	$199.82
1052611230000	$199.82
1052611240000	$199.82
1052611250000	$199.82
1052611260000	$199.82
1052611270000	$199.82
1052611280000	$199.82
1052611290000	$199.82
1052611300000	$199.82
1052611310000	$199.82
1052611320000	$199.82
1052611330000	$199.82
1052611340000	$199.82
1052611350000	$199.82
1052611360000	$199.82
1052611370000	$199.82
1052611380000	$199.82
1052611390000	$199.82
1052611400000	$199.82
1052611410000	$199.82
1052611420000	$199.82
1052611430000	$199.82
1052611440000	$199.82
1052611450000	$199.82
1052611460000	$199.82
1052611470000	$199.82
1052611480000	$199.82
1052611490000	$199.82
1052611500000	$199.82
1052611510000	$199.82
1052611520000	$199.82
1052611530000	$199.82
1052611540000	$199.82
1052611550000	$199.82
1052611560000	$199.82
1052611570000	$199.82
1052611580000	$199.82
1052611590000	$199.82
1052611600000	$199.82
1052611610000	$199.82
1052611620000	$199.82
1052611630000	$199.82
61	**$12,189.02**

CC08SL55 - LMD 83-2 113

APN	Levy Amount	APN	Levy Amount
1052601430000	$229.24	1052611810000	$229.24
1052601440000	$229.24	1052611820000	$229.24
1052601450000	$229.24	1052611830000	$229.24
1052601460000	$229.24	1052611840000	$229.24
1052601470000	$229.24	1052611850000	$229.24
1052601480000	$229.24	1052611860000	$229.24
1052601490000	$229.24	1052611870000	$229.24
1052601500000	$229.24	1052611880000	$229.24
1052601510000	$229.24	1052611890000	$229.24
1052601520000	$229.24	1052611900000	$229.24
1052601530000	$229.24	1052611910000	$229.24
1052601540000	$229.24	1052611920000	$229.24
1052601550000	$229.24	1052611930000	$229.24
1052601560000	$229.24	**61**	**$13,983.64**
1052601570000	$229.24		
1052601580000	$229.24		
1052601590000	$229.24		
1052601600000	$229.24		
1052601610000	$229.24		
1052601620000	$229.24		
1052601630000	$229.24		
1052601640000	$229.24		
1052601650000	$229.24		
1052601660000	$229.24		
1052601670000	$229.24		
1052601680000	$229.24		
1052601690000	$229.24		
1052601700000	$229.24		
1052601710000	$229.24		
1052601720000	$229.24		
1052601730000	$229.24		
1052601740000	$229.24		
1052601750000	$229.24		
1052611660000	$229.24		
1052611670000	$229.24		
1052611680000	$229.24		
1052611690000	$229.24		
1052611700000	$229.24		
1052611710000	$229.24		
1052611720000	$229.24		
1052611730000	$229.24		
1052611740000	$229.24		
1052611750000	$229.24		
1052611760000	$229.24		
1052611770000	$229.24		
1052611780000	$229.24		
1052611790000	$229.24		
1052611800000	$229.24		

CC08SL56 - LMD 83-2 114

APN	Levy Amount
1053631030000	$304.11
1053631040000	$304.11
1053631050000	$304.11
1053631060000	$304.11
1053631070000	$304.11
1053631080000	$304.11
1053631090000	$304.11
1053631100000	$304.11
1053631110000	$304.11
1053631120000	$304.11
1053631130000	$304.11
1053631140000	$304.11
1053631150000	$304.11
1053631160000	$304.11
1053631170000	$304.11
1053631180000	$304.11
1053631190000	$304.11
1053631200000	$304.11
1053631210000	$304.11
1053631220000	$304.11
1053631230000	$304.11
1053631240000	$304.11
1053631250000	$304.11
1053631260000	$304.11
1053631270000	$304.11
1053631280000	$304.11
1053631290000	$304.11
1053631300000	$304.11
1053631310000	$304.11
1053631320000	$304.11
1053631330000	$304.11
1053631340000	$304.11
1053631350000	$304.11
1053631360000	$304.11
1053641010000	$304.11
1053641020000	$304.11
1053641050000	$304.11
1053641060000	$304.11
1053641070000	$304.11
1053641080000	$304.11
1053641090000	$304.11
1053641100000	$304.11
1053641110000	$304.11
1053641120000	$304.11
1053641130000	$304.11
1053641140000	$304.11
1053641150000	$304.11
1053641160000	$304.11
1053641170000	$304.11
1053641180000	$304.11
1053641190000	$304.11
1053641200000	$304.11
1053641210000	$304.11
1053641220000	$304.11
1053641230000	$304.11
1053641240000	$304.11
1053641250000	$304.11
1053641260000	$304.11
1053641270000	$304.11
1053641280000	$304.11
1053641290000	$304.11
1053641300000	$304.11
1053641350000	$304.11
1053641360000	$304.11
64	**$19,463.04**

CC08SL57 - LMD 83-2 115

APN	Levy Amount	APN	Levy Amount
1016081140000	$113.60		
1016081150000	$113.60		
1016081160000	$113.60		
1016081170000	$113.60		
1016081180000	$113.60		
1016081190000	$113.60		
1016081200000	$113.60		
1016081210000	$113.60		
1016081220000	$113.60		
1016081230000	$113.60		
1016081240000	$113.60		
1016081250000	$113.60		
1016081260000	$113.60		
1016081270000	$113.60		
1016081280000	$113.60		
1016081290000	$113.60		
1016081300000	$113.60		
1016081310000	$113.60		
1016081320000	$113.60		
1016081330000	$113.60		
1016081340000	$113.60		
1016081350000	$113.60		
1016081360000	$113.60		
1016081370000	$113.60		
1016081380000	$113.60		
1016081390000	$113.60		
1016081400000	$113.60		
1016081410000	$113.60		
1016081420000	$113.60		
1016081430000	$113.60		
1016081440000	$113.60		
1016081450000	$113.60		
1016081460000	$113.60		
1016081470000	$113.60		
1016081480000	$113.60		
1016081490000	$113.60		
1016081500000	$113.60		
1016081510000	$113.60		
38	**$4,316.80**		

CITY OF CHINO **LMD 83-2**

CC08SL58 - LMD 83-2 117

APN	Levy Amount	APN	Levy Amount
1028202210000	$82.89		
1028202250000	$82.89		
1028202290000	$82.89		
1028202300000	$82.89		
1028202310000	$82.89		
1028202320000	$82.89		
1028202330000	$82.89		
1028202340000	$82.89		
1028202350000	$82.89		
1028202360000	$82.89		
1028202370000	$82.89		
1028202380000	$82.89		
1028202400000	$82.89		
1028202410000	$82.89		
1028202420000	$82.89		
1028202430000	$82.89		
1028202440000	$82.89		
1028202450000	$82.89		
1028202460000	$82.89		
1028202470000	$82.89		
1028202500000	$82.89		
1028202510000	$82.89		
1028202520000	$82.89		
1028202530000	$82.89		
24	**$1,989.36**		

CC08SL59 - LMD 83-2 118

APN	Levy Amount	APN	Levy Amount
1016281110000	$154.72		
1	**$154.72**		

CITY OF CHINO **LMD 83-2**

CC08SL60 - LMD 83-2 119A

APN	Levy Amount	APN	Levy Amount
1020421220000	$8.51		
1020421230000	$8.51		
1020421240000	$8.51		
1020421250000	$8.51		
1020421260000	$8.51		
1020421270000	$8.51		
1020421280000	$8.51		
1020421290000	$8.51		
1020421300000	$8.51		
1020421310000	$8.51		
10	**$85.10**		

CC08SL61 - LMD 83-2 120

APN	Levy Amount	APN	Levy Amount
1016071510000	$134.64		
1016081090000	$134.64		
2	**$269.28**		

CC08SL62 - LMD 83-2 121

APN	Levy Amount	APN	Levy Amount
1020431140000	$255.23		
1	**$255.23**		

CITY OF CHINO **LMD 83-2**

CC08SL63 - LMD 83-2 122

APN	Levy Amount	APN	Levy Amount
1025151090000	$289.32		
1025151100000	$289.32		
1025151120000	$289.32		
1025151140000	$289.32		
1025151160000	$289.32		
5	**$1,446.60**		

CC08SL64 - LMD 83-2 123

APN	Levy Amount	APN	Levy Amount
1021061080000	$67.35		
1	**$67.35**		

CITY OF CHINO **LMD 83-2**

CC08SL65 - LMD 83-2 124

APN	Levy Amount	APN	Levy Amount
1020441050000	$40.10		
1020441060000	$40.10		
2	**$80.20**		

CITY OF CHINO **LMD 83-2**

CC08SL66 - LMD 83-2 125

APN	Levy Amount	APN	Levy Amount
1021121070000	$49.01		
1021121100000	$49.01		
1021121110000	$49.01		
3	**$147.03**		

CITY OF CHINO **LMD 83-2**

CC08SL67 - LMD 83-2 126

APN	Levy Amount	APN	Levy Amount
1021011220000	$75.49		
1021011230000	$75.49		
1021011240000	$75.49		
3	**$226.47**		

CC08SL68 - LMD 83-2 127

APN	Levy Amount	APN	Levy Amount
1020461260000	$29.10		
1020461270000	$29.10		
1020461280000	$29.10		
1020461290000	$29.10		
1020571120000	$29.10		
1020571130000	$29.10		
1020571140000	$29.10		
1020571150000	$29.10		
1020571160000	$29.10		
1020571170000	$29.10		
1020571180000	$29.10		
1020571190000	$29.10		
12	**$349.20**		

CC08SL69 - LMD 83-2 128

APN	Levy Amount	APN	Levy Amount
1051503010000	$34.99	1051503490000	$34.99
1051503020000	$34.99	1051503500000	$34.99
1051503030000	$34.99	1051503510000	$34.99
1051503040000	$34.99	1051503520000	$34.99
1051503050000	$34.99	1051503530000	$34.99
1051503060000	$34.99	1051503540000	$34.99
1051503070000	$34.99	1051503550000	$34.99
1051503080000	$34.99	1051503560000	$34.99
1051503090000	$34.99	1051503570000	$34.99
1051503100000	$34.99	1051503580000	$34.99
1051503110000	$34.99	1051503590000	$34.99
1051503120000	$34.99	1051503600000	$34.99
1051503130000	$34.99	1051632010000	$34.99
1051503140000	$34.99	1051632020000	$34.99
1051503150000	$34.99	1051632030000	$34.99
1051503160000	$34.99	1051632040000	$34.99
1051503170000	$34.99	1051632050000	$34.99
1051503180000	$34.99	1051632060000	$34.99
1051503190000	$34.99	1051632070000	$34.99
1051503200000	$34.99	1051632080000	$34.99
1051503210000	$34.99	1051632090000	$34.99
1051503220000	$34.99	1051632100000	$34.99
1051503230000	$34.99	1051632110000	$34.99
1051503240000	$34.99	1051632120000	$34.99
1051503250000	$34.99	1051632130000	$34.99
1051503260000	$34.99	1051632140000	$34.99
1051503270000	$34.99	1051632150000	$34.99
1051503280000	$34.99	1051632160000	$34.99
1051503290000	$34.99	1051632170000	$34.99
1051503300000	$34.99	1051632180000	$34.99
1051503310000	$34.99	1051632190000	$34.99
1051503320000	$34.99	1051632200000	$34.99
1051503330000	$34.99	1051632210000	$34.99
1051503340000	$34.99	1051632220000	$34.99
1051503350000	$34.99	1051632230000	$34.99
1051503360000	$34.99	1051632240000	$34.99
1051503370000	$34.99	1051632250000	$34.99
1051503380000	$34.99	1051632260000	$34.99
1051503390000	$34.99	1051632270000	$34.99
1051503400000	$34.99	1051632280000	$34.99
1051503410000	$34.99	1051632290000	$34.99
1051503420000	$34.99	1051632300000	$34.99
1051503430000	$34.99	1051632310000	$34.99
1051503440000	$34.99	1051632320000	$34.99
1051503450000	$34.99	1051632330000	$34.99
1051503460000	$34.99	1051632340000	$34.99
1051503470000	$34.99	1051632350000	$34.99
1051503480000	$34.99	1051632360000	$34.99

CC08SL69 - LMD 83-2 128

APN	Levy Amount	APN	Levy Amount
1051632370000	$34.99	1051632850000	$34.99
1051632380000	$34.99	1051632860000	$34.99
1051632390000	$34.99	1051632870000	$34.99
1051632400000	$34.99	**147**	**$5,143.53**
1051632410000	$34.99		
1051632420000	$34.99		
1051632430000	$34.99		
1051632440000	$34.99		
1051632450000	$34.99		
1051632460000	$34.99		
1051632470000	$34.99		
1051632480000	$34.99		
1051632490000	$34.99		
1051632500000	$34.99		
1051632510000	$34.99		
1051632520000	$34.99		
1051632530000	$34.99		
1051632540000	$34.99		
1051632550000	$34.99		
1051632560000	$34.99		
1051632570000	$34.99		
1051632580000	$34.99		
1051632590000	$34.99		
1051632600000	$34.99		
1051632610000	$34.99		
1051632620000	$34.99		
1051632630000	$34.99		
1051632640000	$34.99		
1051632650000	$34.99		
1051632660000	$34.99		
1051632670000	$34.99		
1051632680000	$34.99		
1051632690000	$34.99		
1051632700000	$34.99		
1051632710000	$34.99		
1051632720000	$34.99		
1051632730000	$34.99		
1051632740000	$34.99		
1051632750000	$34.99		
1051632760000	$34.99		
1051632770000	$34.99		
1051632780000	$34.99		
1051632790000	$34.99		
1051632800000	$34.99		
1051632810000	$34.99		
1051632820000	$34.99		
1051632830000	$34.99		
1051632840000	$34.99		

CC08SL70 - LMD 83-2 129

APN	Levy Amount	APN	Levy Amount
1021501030000	$25.79		
1021501040000	$25.79		
1021501050000	$25.79		
1021501060000	$25.79		
1021501070000	$25.79		
1021501080000	$25.79		
1021501090000	$25.79		
1021501100000	$25.79		
1021501110000	$25.79		
1021501120000	$25.79		
1021501130000	$25.79		
1021501140000	$25.79		
1021501150000	$25.79		
1021501160000	$25.79		
1021501170000	$25.79		
15	**$386.85**		

CC08SL71 - LMD 83-2 130

APN	Levy Amount
1053451030000	$413.74
1053451040000	$413.74
1053451050000	$413.74
1053451060000	$413.74
1053451070000	$413.74
1053451080000	$413.74
1053451090000	$413.74
1053451100000	$413.74
1053451110000	$413.74
1053451120000	$413.74
1053451130000	$413.74
1053451140000	$413.74
1053451150000	$413.74
1053451160000	$413.74
1053451170000	$413.74
1053451180000	$413.74
1053451190000	$413.74
1053451200000	$413.74
1053451210000	$413.74
1053451220000	$413.74
1053451230000	$413.74
1053451240000	$413.74
1053451250000	$413.74
1053451260000	$413.74
1053451270000	$413.74
1053451280000	$413.74
1053451290000	$413.74
1053451300000	$413.74
1053451310000	$413.74
1053451320000	$413.74
1053451330000	$413.74
1053451340000	$413.74
1053451350000	$413.74
1053461040000	$413.74
1053461050000	$413.74
1053461060000	$413.74
1053461070000	$413.74
1053461080000	$413.74
1053461090000	$413.74
1053461100000	$413.74
1053461110000	$413.74
1053461120000	$413.74
1053461130000	$413.74
1053461140000	$413.74
1053461150000	$413.74
1053461160000	$413.74
1053461170000	$413.74
1053461180000	$413.74
1053461190000	$413.74
1053461200000	$413.74
1053461210000	$413.74
1053461220000	$413.74
1053461230000	$413.74
1053461240000	$413.74
1053461250000	$413.74
1053461260000	$413.74
1053461270000	$413.74
1053461280000	$413.74
1053461290000	$413.74
1053461300000	$413.74
1053461310000	$413.74
1053461320000	$413.74
1053461330000	$413.74
1053461340000	$413.74
1053461350000	$413.74
65	**$26,893.10**

CC08SL72 - LMD 83-2 131

APN	Levy Amount	APN	Levy Amount
1016201500000	$38.87		
1016201510000	$38.87		
1016201520000	$38.87		
1016201530000	$38.87		
1016201540000	$38.87		
1016201550000	$38.87		
1016201560000	$38.87		
1016201570000	$38.87		
1016201580000	$38.87		
1016201590000	$38.87		
1016201600000	$38.87		
1016201610000	$38.87		
1016201620000	$38.87		
1016201630000	$38.87		
1016201640000	$38.87		
1016201650000	$38.87		
1016201660000	$38.87		
1016201670000	$38.87		
1016201680000	$38.87		
19	**$738.53**		

CC08SL73 - LMD 83-2 132

APN	Levy Amount	APN	Levy Amount
1025151210000	$341.02		
1025151220000	$341.02		
1025151230000	$341.02		
3	**$1,023.06**		

CITY OF CHINO **LMD 83-2**

CC08SL74 - LMD 83-2 133

APN	Levy Amount	APN	Levy Amount
1019461300000	$37.54		
1019461310000	$37.54		
1019461320000	$37.54		
3	**$112.62**		

APN	Levy Amount	APN	Levy Amount

Parcel Count	Levy Amount
3,804	$448,509.01

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CITY OF CHINO
LANDSCAPE AND LIGHTING DISTRICTS
COMPARISON OF ANNUAL ASSESSMENT RATES

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
75-1		8848	32	$51.27	$51.27
75-2		9013	41	$94.82	$94.82
76-1		9177	38	$147.70	$155.09
76-2		8905, 8992, 9089	114	$58.47	$58.47
83-2	A	12334	50	$29.25	$29.25
83-2	B	11586	41	$27.03	$27.03
83-2	C	12265,66,67,68,69	240	$18.49	$18.49
83-2	D	10708	43	$19.14	$19.14
83-2	1	12930	83	$58.77	$58.77
83-2	2	13190	83	$76.62	$76.62
83-2	3	12640	75	$19.00	$19.00
83-2	4	12951	21	$17.29	$17.29
83-2	5	11757	21	$16.23	$16.23
83-2	6	12536 & 7	43	$34.77	$34.77
83-2	7	13330	45	$27.10	$27.10
83-2	8	11111	19	$42.67	$42.67
83-2	9	12950	19	$42.67	$42.67
83-2	11	13056	96	$43.85	$43.85
83-2	12	12538	14	$53.22	$53.22
83-2	13	12539	31	$23.05	$23.05
83-2	14	12584	95	$45.91	$45.91
83-2	15	13194	44	$66.91	$66.91
83-2	16	12585	54	$19.18	$20.14
83-2	17	13119	34	$47.76	$47.76
83-2	18	13795	19	$48.05	$48.05
83-2	19	13054	26	$43.21	$43.21
83-2	20	Various	1227	$175.23	$175.23
83-2	22	13247	18	$22.64	$23.77
83-2	24	13429	20	$102.82	$102.82
83-2	25	11164	23	$41.68	$41.68
83-2	26	12599	1	$53.89	$53.89
83-2	27	11471	14	$16.66	$16.66
83-2	28	11862	1	$240.86	$240.86
83-2	29	8180	7	$67.30	$67.30
83-2	30	12111	8	$55.76	$55.76
83-2	31	12056	2	$122.76	$128.89
83-2	32	10396	3	$125.75	$125.75
83-2	33	10114	1	$642.15	$642.15
83-2	34	12136	4	$105.47	$105.47
83-2	36	12328	2	$136.86	$136.86
83-2	37	11535	5	$97.00	$97.00
83-2	38	12615	1	$378.20	$378.20
83-2	39	13978	65	$40.39	$40.39
83-2	41	14083	128	$67.83	$67.83
83-2	42	11670	2	$95.53	$100.31
83-2	43	12776	2	$65.45	$68.72
83-2	45	11040	6	$68.20	$71.61
83-2	46	12498	4	$294.63	$294.63
83-2	48	13754	10	$28.28	$28.99
83-2	49	558	1	$233.68	$233.68
83-2	50	12502	15	$32.76	$34.40

Proposed Rates
(Election not required)

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
83-2	51	9491	3	$54.56	$57.29
83-2	52	11589	3	$125.75	$125.75
83-2	53	13219	21	$21.21	$21.21
83-2	54	14317	15	$28.32	$29.73
83-2	55	685	1	$81.84	$85.93
83-2	57	11728	15	$55.07	$55.67
83-2	59	12032-1	7	$47.25	$47.25
83-2	61	13314	3	$153.29	$153.29
83-2	62	11807	3	$105.36	$110.62
83-2	63	607	1	$223.47	$233.68
83-2	64	613	4	$382.16	$394.00
83-2	65	627	1	$102.91	$108.06
83-2	67	14236-1	6	$119.95	$125.95
83-2	69	14373	8	$162.05	$170.15
83-2	70	13416	12	$14.26	$14.97
83-2	74	13697	49	$299.58	$314.55
83-2	76	669	1	$200.95	$200.95
83-2	78	13684	2	$62.87	$62.87
83-2	79	14017	16	$12.56	$12.56
83-2	80	10494/13280	34	$420.30	$420.30
83-2	82	12715	38	$105.31	$105.31
83-2	86	204R	2	$123.63	$123.63
83-2	87	13846	2	$314.26	$314.26
83-2	88	12032 & 2	8	$18.29	$18.29
83-2	89	684	1	$258.17	$258.17
83-2	90	11804	3	$165.68	$165.68
83-2	91	14836	1	$206.85	$206.85
83-2	93	739	5	$61.85	$61.85
83-2	94	14889	2	$34.54	$34.54
83-2	95	96-4	8	$70.68	$74.21
83-2	96	14896	3	$108.73	$108.73
83-2	97	728	2	$105.71	$105.71
83-2	98	15687, 1 & 2	83	$76.27	$76.27
83-2	99	14980	2	$103.91	$103.91
83-2	100	15071	6	$129.97	$129.97
83-2	101	731	1	$61.96	$61.96
83-2	102	15687 & 3	88	$129.40	$133.31
83-2	103	15787	14	$332.60	$332.60
83-2	104	96-12	1	$154.72	$154.72
83-2	105	14882	5	$30.94	$30.94
83-2	106	15180	1	$82.17	$82.17
83-2	107	97-12	1	$107.27	$112.63
83-2	108	14990	3	$2,430.12	$2,430.12
83-2	109	14963	6	$238.62	$238.62
83-2	110	15241	4	$14.04	$14.74
83-2	111	15199	3	$143.28	$143.28
83-2	112	15919-1	61	$199.82	$199.82
83-2	113	15919	61	$229.24	$229.24
83-2	114	14387	64	$304.11	$304.11
83-2	115	15904	38	$113.60	$113.60
83-2	117	15274	24	$82.89	$82.89
83-2	118	99-04	1	$154.72	$154.72
83-2	119	15324	10	$8.11	$8.51
83-2	120	694	2	$128.23	$134.64
83-2	121	98-26	1	$248.40	$255.23

Proposed Rates
(Election not required)

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
83-2	122	15305	5	$289.32	$289.32
83-2	123	15285	1	$64.14	$67.35
83-2	124	99-03	2	$38.19	$40.10
83-2	125	98-14	3	$46.67	$49.01
83-2	126	15441	3	$75.49	$75.49
83-2	127	14905	12	$29.10	$29.10
83-2	128	16056	147	$34.99	$34.99
83-2	129	15381	15	$25.79	$25.79
83-2	130	15983	65	$413.74	$413.74
83-2	131	14812	19	$37.02	$38.87
83-2	132	15585	3	$341.02	$341.02
83-2	133	15500	3	$35.75	$37.54

TOTAL PROPOSED ASSESSMENT FOR FISCAL YEAR 26-27: $466,596.67

CITY OF CHINO
LANDSCAPE AND LIGHTING DISTRICTS
COMPARISON OF ANNUAL ASSESSMENT RATES
ASSESSMENT DISTRICT

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
2002-1	1	16140	82	$93.09	$96.11
2002-1	2	15238-1	6	$637.52	$658.21
2002-1	3	16246	121	$120.96	$124.88
2002-1	4	16154	19	$258.90	$267.30
2002-1	5	15681	15	$15.95	$16.47
2002-1	6	16196	19	$131.48	$135.74
2002-1	7	16336	19	$39.49	$40.78
2002-1	8	15845	4	$796.65	$822.49
2002-1	9	16017	23	$864.18	$892.21
2002-1	10	15808	11	$91.98	$94.96
2002-1	11	2002-08	2	$1,096.75	$1,132.33
2002-1	12	16245 1&2	238	$305.63	$315.55
2002-1	13	15957	17	$41.79	$43.14
2002-1	14	15759	6	$55.22	$57.02
2002-1	15	16143	8	$133.59	$137.93
2002-1	16	16343	11	$134.77	$139.15
2002-1	17	16354	18	$691.05	$713.47
2002-1	18	16248	308	$45.31	$46.78
2002-1	19	16157	1	$2,971.29	$3,067.69
2002-1	20	15980	14	$36.14	$37.32
2002-1	21	16212	2	$185.39	$191.41
2002-1	22	16030	15	$62.07	$64.09
2002-1	23	16069	19	$23.30	$24.05
2002-1	24	16366	14	$70.31	$72.59
2002-1	26	SA 2003-01	1	$57.58	$59.45
2002-1	27	16436	17	$225.76	$233.09
2002-1	28	16233	9	$104.91	$108.31
2002-1	29	16451	22	$99.90	$103.14

EXHIBIT 2

Proposed Rates
(Election not required)

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
2002-1	30	16122	4	$177.31	$183.07
2002-1	31	16364	10	$63.24	$65.29
2002-1	32	16381	17	$130.91	$135.16
2002-1	33	SA 2003-12	1	$635.44	$656.06
2002-1	34	SA 2002-23	1	$1,762.68	$1,819.87
2002-1	35	15959	3	$521.24	$538.15
2002-1	37	16383	11	$164.21	$169.54
2002-1	38	16547	10	$56.03	$57.85
2002-1	39	SA 2003-10	3	$750.55	$774.91
2002-1	40	16931	11	$123.02	$127.01
2002-1	41	SA 2005-10	1	$827.42	$854.27
2002-1	42	16974	42	$24.34	$25.13
2002-1	43	16956	7	$168.32	$173.79
2002-1	44	17249	31	$36.37	$37.55
2002-1	45	16381-1	16	$192.98	$199.24
2002-1	48	17469	8	$176.01	$181.73
2002-1	49	17476	4	$102.87	$106.21
2002-1	50	17819	8	$164.01	$169.33
2002-1	51	17798	17	$15.11	$15.60
2002-1	52	SA 2006-10	2	$473.60	$488.97
2002-1	53	SA 2004-22	1	$367.56	$379.49
2002-1	54	AA 2004-40	1	$332.04	$342.82
2002-1	55	SA 2005-36	1	$857.94	$885.78
2002-1	56	17592	11	$236.00	$243.66
2002-1	58	PL 10-0544	1	$553.47	$571.42
2002-1	59	PL 08-0160	2	$392.75	$405.50
2002-1	60	SA 2007-10	1	$432.78	$446.82
2002-1	61	SA 2001-16	1	$2,977.58	$3,074.18
2002-1	62	19419	3	$761.58	$786.29
2002-1	63	18880	39	$14.69	$15.16
2002-1	65	19323	3	$281.77	$290.91

EXHIBIT 2

Proposed Rates
(Election not required)

District	Zone	Tract/Parcel Map	Parcel Count	FY 2025/26 Per Lot ASMT	FY 2026/27 Per Lot ASMT
2002-1	66	18957	84	$63.47	$65.53
2002-1	67	18971-1	53	$74.00	$76.40
2002-1	68	18901	94	$13.70	$14.15
2002-1	69	18956	59	$16.36	$16.89
2002-1	71	19978	23	$15.52	$16.02
2002-1	72	PL 15-1270	1	$331.94	$342.71
2002-1	75	18972	147	$13.35	$13.79
2002-1	77	18923	122	$15.98	$16.50
2002-1	78	PL 17-0118	1	$632.83	$653.36
2002-1	79	SA 17-0059	1	$355.33	$366.86
2002-1	80	18924	94	$22.20	$22.92
2002-1	82	SA 16-0671	1	$782.68	$808.08
2002-1	83	PL 16-0772	1	$854.31	$882.03
2002-1	84	PL 13-0629	1	$214.47	$221.43
2002-1	85	20058	2	$159.77	$164.96

TOTAL PROPOSED ASSESSMENT FOR FISCAL YEAR 26-27: $243,430.56

EXHIBIT 2

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Miscellaneous Residential Amenities Development Impact Fee Credit Reconciliation Through May 31, 2025, for Various Preserve Development Projects.

RECOMMENDATION

Approve the Miscellaneous Residential Amenities Development Impact Fee (DIF) Credit Reconciliation through May 31, 2025, for various Preserve development projects; and authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact on the City.

Staff will continue to conduct annual reconciliations of the Miscellaneous Residential Amenities DIF credits and reimbursements and will return to the City Council periodically with updated reconciliations until all outstanding obligations and balances under the applicable agreements have been fully resolved.

Public improvements financed through Community Facilities District No. 2003-3 are not eligible for cash reimbursement under the City's Development Impact Fee Program. Such improvements may only be recognized as Miscellaneous Residential Amenities DIF credits to the extent permitted under the applicable agreements and consistent with the City's Miscellaneous Residential Amenities DIF Program requirements.

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
- Public Service Excellence through Internal and External Partnership

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

Before the City Council for consideration is a Miscellaneous Residential Amenities Development Impact Fee (DIF) Credit Reconciliation associated with various Preserve development projects and related public improvements constructed by the City's master developer, Lewis Companies ("Lewis"). The reconciliation provides a comprehensive accounting of Miscellaneous Residential Amenities DIF credits issued, non-CFD (Community Facilities District No. 2003-3) cash reimbursements processed, validated eligible costs, and remaining credit balances through May 31, 2025.

Over the years, the City and Lewis have entered into multiple DIF agreements establishing the framework for the issuance of Miscellaneous Residential Amenities DIF credits and reimbursements for eligible growth-related public improvements within The Preserve Specific Plan area. Eligible improvements generally include recreational and community amenities that support new development, including the Southern California Edison (SCE) Trail, paseos, trails, and related residential amenity improvements.

The reconciliation includes eligible improvements constructed pursuant to the following DIF agreements:

Contract No.	Project Description
2025-189	SCE Trail Improvements
2023-163	Main Street Core Commons
2023-249	Block 9 Independence (Tract 16420-4)
2024-277	Block 3A (Tract 16420-5)
2026-209	Block 11 (Tract 16420-6)

Pursuant to the applicable agreements, City staff and Lewis completed a comprehensive reconciliation of all Miscellaneous Residential Amenities DIF construction credits issued, credits utilized, reimbursements processed, and remaining balances through May 31, 2025. The reconciliation determined that a total of $8,708,744.11 in eligible DIF credits has been established under the applicable agreements. Of that amount, $8,636,470.00 has been utilized through a combination of DIF credit application, leaving a remaining Miscellaneous Residential Amenities DIF credit balance of $72,274.11.

DIF Credit Summary	**Credit Amount**
Contract Nos. 2025-189 (SCE Trail Improvements) and 2023-163 (Main Street Core Commons)	$6,577,746.11
Contract Nos. 2023-249, 2024-277, and 2026-209 (Future Residential Amenity Improvements)	$2,130,998.00
Total Residential Amenity DIF Credits Issued	**$8,708,744.11**
Less: DIF Credits Utilized and Reimbursements Processed Through May 31, 2025	($8,636,470.00)
Remaining Residential Amenity DIF Credit Balance	**$72,274.11**

ISSUES/ANALYSIS

Consistent with the applicable agreements and the City's ongoing administration of the Miscellaneous Residential Amenities DIF Program, staff completed a comprehensive reconciliation of all Miscellaneous Residential Amenities DIF credits issued, credits utilized, and remaining balances associated with eligible residential amenity improvements constructed within The Preserve Specific Plan area through May 31, 2025. The reconciliation was performed to verify the accuracy of existing DIF records, confirm remaining obligations and balances under the various agreements, and establish an updated baseline for future administration of the City's Miscellaneous Residential Amenities DIF Program and proposed DIF Nexus Study Update.

Accordingly, no additional Miscellaneous Residential Amenities DIF credits beyond the previously approved amounts have been issued at this time. Any future DIF credits associated with remaining eligible improvements will remain subject to completion of the improvements, City acceptance, verification of eligible costs, and compliance with the applicable agreements and Miscellaneous Residential Amenities DIF Program requirements.

Approval of this item will finalize the City's Miscellaneous Residential Amenities DIF Credit Reconciliation through May 31, 2025, bring the related DIF records current, improve the accuracy and defensibility of the City's DIF accounting records, and establish an updated baseline for future administration of the City's Development Impact Fee Program as staff continues implementation of the proposed Development Impact Fee Nexus Study Update.

Staff will continue conducting periodic reconciliations of Miscellaneous Residential Amenities DIF credits and anticipate returning with future reconciliation items as necessary to ensure all related agreements, balances, and obligations remain current and accurately reflected within the City's DIF program records.

Attachment: Exhibit A – Miscellaneous Residential Amenities DIF Credit Reconciliation

Contract Nos.: _____
Approved: _____

RESIDENTIAL AMENITIES DIF CREDIT RECONCILIATION THROUGH MAY 31, 2025 FOR THE FOLLOWING AGREEMENTS:

1. ***CONTRACT NO. 2025-189 (Approved Misc. Res Amenity DIF Const Credits-SCE Trail)***
2. ***CONTRACT NO. 2025-189 (Future Improvements-SCE Trail)***
3. ***CONTRACT NO. 2023-163 (Main St Core Commons)***
4. ***CONTRACT NO. 2023-249 (Block 9 Tr 16420-4)***
5. ***CONTRACT NO. 2024-277 (Block 3A Tr 16420-5)***
6. ***CONTRACT NO. 2026-209 (Block 11 -Tr 16420-6)***

THIS RESIDENTIAL AMENITIES DIF CREDIT RECONCILIATION (the "**Reconciliation**") is made and entered into this 7th day of July, 2026 (the "**Reconciliation Date**") by and between the CITY OF CHINO, a California municipal corporation ("**City**") and CHINO DEVELOPMENT CORPORATION, a California corporation and CHINO PRESERVE DEVELOPMENT CORPORATION, a California Corporation (collectively, "**Developer**"). City and Developer are sometimes hereinafter referred to individually as "**Party**" and jointly as "**Parties**". All capitalized terms used and not defined herein, shall have that definition ascribed to it in the Residential Amenity DIF Agreements (defined below).

RECITALS

R, City and Developer entered into that certain Contract No. 2025-189 (Approved Misc Res Amenity DIF Const Credits-SCE Trail) and that certain Contract No. 2025-189 (Future Improvements-SCE Trail) (together the "**2025-189 Residential Amenity DIF Agreements**") and that certain Contract No. 2023-163 (Main St Core Commons) (the "**2023-163 Residential Amenity DIF Agreement**") (collectively the " **2025/2023 Residential Amenity DIF Agreements**") hereby the City agreed to reimburse Developer for the design and construction of various residential amenity and trail improvements required within The Preserve Specific Plan by the Preserve Development Agreement No. 2004-073 which improvements are described in the 2025/2023 Residential Amenity DIF Agreements. For the purposes of this Reconciliation, all of those residential amenity and trail improvements described in the 2025/2023 Residential Amenity DIF Agreements are collectively referred to as the "**2025/2023 Residential Amenity Improvements**". All of the 2025/2023 Residential Amenity Improvements have been completed and accepted by the City for which Residential Amenity DIF Credits in the total amount of $6,557,746.11 were provided to Developer under the 2025/2023 Residential Amenity DIF Agreements as identified in **Exhibit 1** attached hereto.

WHEREAS, City and Developer subsequently entered into the following additional contracts for the design and construction of additional residential amenity improvements required within The Preserve Specific Plan by the Preserve Development Agreement No. 2004-073 for the Developer Properties covered by these additional contracts (the "**Additional Residential Amenity DIF Agreements**"):

- *CONTRACT NO. 2023-249 (Block 9 Tr 16420-4)*
- *CONTRACT NO. 2024-277 (Block 3A Tr 16420-5)*
- *CONTRACT NO. 2026-209 (Block 11 -Tr 16420-6)*

WHEREAS, the Residential Amenity improvements required under the Additional Residential Amenity DIF Agreements (the "**Additional Residential Amenity DIF Improvements**") have total current estimated costs in the amount of $2,130,998 which is identified in **Exhibit 1** attached hereto.

WHEREAS, pursuant to Section 4 of the 2025-189 Residential Amenity DIF Agreements, City and Developer met for the purpose of ascertaining the total amount Credits to the Residential Amenity DIFs that have been issued by City to the Developer after the Effective Dates of the Residential Amenity DIF Agreements and the Additional Residential Amenity DIF Agreements for Developer's Properties, the amount of any cash reimbursements made to Developer, and the remaining amount of the Residential Amenity DIFs held by the City through and including May 31, 2025.

RECONCILIATION

NOW, THEREFORE, the Parties agree as follows:

1.

(a) Residential Amenity DIF Credit and Reimbursement Reconciliation. As identified in **Exhibit 1** of this Reconciliation, the total Residential Amenity DIF Credits provided to Developer under the 2025/2023 Residential Amenity DIF Agreement was $6,577,746.11 and those Residential Amenity DIF Credits have been used for all of those Developer Properties listed on **Exhibit 2** attached hereto. Additional Residential Amenity DIF Credits will be awarded to Developer under the Additional Residential Amenity DIF Agreements in the amount of $2,130,998. The Remaining Residential Amenity DIF Credit and Reimbursement Amount through May 31, 2025 is $72,274.11 as identified in **Exhibit 1** (the "**Remaining Credit Balance**"). The Remaining Credit Balance includes the Residential Amenity DIF Credits to be awarded under the Additional Residential Amenity DIF Agreements all as set forth in **Exhibit 1**.

(b) Updated DIF Credit Addendum. Exhibit 3 of the 2025-189 Residential Amenity DIF Agreement is hereby deleted and replaced with Exhibit 3 attached hereto.

2. WARRANTY RE ABSENCE OF DEFAULTS. Developer represents and warrants to City that, as of the Reconciliation Date, Developer is not in default of any material term of the 2025/2023 Residential Amenity DIF Agreement or the Additional Residential Amenity DIF Agreements (collectively, the "**Agreements**"), and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreements by Developer.

3. COUNTERPARTS. This Reconciliation may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Reconciliation to be executed as of the day and year first above written.

DEVELOPER

CHINO DEVELOPMENT CORPORATION,
a California corporation

_____
Bryan Goodman
Its: _____

CHINO PRESERVE DEVELOPMENT
CORPORATION, a California corporation

_____
Bryan Goodman
Its: _____

CITY

CITY OF CHINO, a municipal corporation

_____
Linda Reich
City Manager

ATTEST:

_____
Natalie Gonzaga
City Clerk

APPROVED AS TO CONTENT:

_____
Hye Jin Lee
Director of Public Works

APPROVED AS TO FORM:

_____
Fred Galante
City Attorney

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Chino - The Preserve G2182\DIF Fees\1DIF Agmt Amendments\Drafts\Residential Amenity\Residential Amenity DIF Cont Credit Reimbmt Agmts Reconciliation (11-26.25) v1.docx

EXHIBIT 1

Residential Amenity DIF Credit Summary
Contracts 2025-189
Contracts 2023-249 (Block 9 Tr 16420-4), 2024-277 (Block 3A Tr 16420-5), Block 11 -Tr 16420-6

	Reconciliation Miscellaneous Residential Amenities DIF Credits as of 5/31/25			
	Chino Preserve			
Approved Misc Res DIF Construction Credits-SCE Trail	$ 3,278,269.60			
Contract #2025-189 Future Improvements-SCE Trail	$ 1,486,470.00			
Subtotal	$ 4,764,739.60	$ 4,764,739.60		
Contract #2023-163-submitted improvement costs	$ 1,813,006.51	$ 1,813,006.51		
Total Approved MRA DIF Const Credits	$ 6,577,746.11	$ 6,577,746.11		
Additional Contracts Improvement Estimates	$ 1,415,000.00			
2023-249- Block 9 Tr 16420-4	$ 715,998.00			
2024-277 Block 3A Tr 16420-5	$ -			
Block 11 -Tr 16420-6	$ 2,130,998.00	$ 2,130,998.00		
Approved and Estimated MRA DIF Const Credits		8,708,744.11		
MRA DIF credits used to 5/31/2025	$ (8,636,470.00)	$ (8,636,470.00)		
Remaining Available MRA DIF Credits as of 5/31/25		$ 72,274.11		

EXHIBIT 2

List of Preserve Projects Where Residential Amenity DIFs Used Through May 31, 2025

Chino Preserve Residential Amenity DIF Credits Used as of 05/31/2025

				Total Thru 05/31/2025	
Tract	**Builder**	**Project**	**Density**	**Total Units**	**Total Amount**
16420.1	LMC	HCP Maintenance Bldg	SqFt	-	-
		HCP Pool Bldg	SqFt	-	-
		HCP Rec Center Bldg	SqFt	-	-
		Homecoming- Ph 1	HDR	152	(202,616.00)
		Homecoming- Ph 2	HDR	189	(251,937.00)
		Homecoming- Ph 3	HDR	458	(610,514.00)
16420.3	LMC	Town Center - Chipotle	SqFt	-	-
		Town Center - Panera	SqFt	-	-
		Town Center - Retail 2	SqFt	-	-
		Town Center - Retail 3A	SqFt	-	-
		Town Center - Retail 3B	SqFt	-	-
		Town Center - Retail 4	SqFt	-	-
		Town Center - Retail 5	SqFt	-	-
		Town Center - Retail 6	SqFt	-	-
		Town Center - Retail 7	SqFt	-	-
		Town Center - Retail 8	SqFt	-	-
		Town Center - Stater Bros	SqFt	-	-
16420.6	LMC	Club on Main - A3 Hall	SqFt	-	-
		Club on Main - B-Office	SqFt	-	-
16519	John Laing	Secret Garden	MDR	84	(126,519.00)
16520	Lennar	Garden Glen I	LDR	51	(90,300.00)
16521	K. Hovnanian	Ten Bloom Road	MDR	69	(101,729.00)
16522	Centex	Canterburry Grove I	LDR	48	(85,120.00)
16523	Shea	Iris	LDR	61	(106,442.00)
17148	Standard Pacific	Hidden Hollow	MDR	81	(132,721.00)
17149	Standard Pacific	Shady Lane	MDR	60	(98,008.00)
17150	Shea	Enchanted Forest	LDR	55	(102,080.00)
17266	Pardee	Candlewood	LDR	64	(125,822.00)
17357	KB	Evergreen	MDR	58	(87,822.00)
17390	Brookfield	Mulberry - Casita	MDR	126	(197,993.00)
17514	Centex	Citrus Commons	HDR	118	(150,450.00)
17515	Centex	Agave	MDR	104	(157,524.00)
17571	Western National	Affordable Apartments	HDR	250	(346,500.00)
17574	Cal Atlantic	Amelia (stark)	MDR	110	(202,290.00)
17610	Centex	Canterburry Grove II	LDR	48	(89,088.00)
17611	KB	Cantana	MDR	21	(34,293.00)
17612	KB	Ariatta	MDR	42	(68,586.00)
17613	Lennar	Garden Glen II	LDR	51	(94,656.00)
17616	Shea	Tetherwind	MDR	162	(255,312.00)
17635	Woodside Homes	Palisades	LDR	79	(162,576.00)
18479	Richmond American	Harvest Lot 10 & 12 - Pineberry	LDR	68	(109,812.00)
18693	KB	Lynbrook	MDR	114	(186,162.00)
18778	K. Hovnanian	Sonata	MDR	65	(106,145.00)
18890	William Lyon	Laurel Lane (Deboer)	MDR	70	(127,345.00)
19749	7 Eleven	Mill Creek - Gas Station	SqFt	-	-
	Boos Development	Mill Creek - Jiffy Lube	SqFt	-	-
	DL Pine	Mill Creek - Car Wash	SqFt	-	-
19935	Richmond American	Harvest Lot 11 - Vineyard	LDR	73	(117,573.00)
		Harvest North Rec Ctr	SqFt	-	-
		Harvest South Rec Ctr	SqFt	-	-
19936	Woodside Homes	Harvest Lot 4 - Sunrise Harvest	LDR	56	(117,096.00)
19946	Lennar	Harvest Lot 1 - Olive Grove	MDR	30	(55,170.00)
19947	Richmond American	Harvest Lot 2 - Heirloom	MDR	42	(77,238.00)
19948	Lennar	Harvest Lot 3 - Olive Grove	MDR	27	(49,653.00)
19949	Lennar	Harvest Lot 5 - Autumn Field	MDR	82	(150,798.00)
19950	Richmond American	Harvest Lot 6 - Heirloom	MDR	62	(114,018.00)
19951	Lennar	Harvest Lots 7 & 9 - Summerfield	MDRD	93	(145,545.00)
19952	Lennar	Harvest Lot 8 - Olive Grove II	MDRD	57	(89,205.00)
19953	Richmond American	Harvest Lot 10 & 12 - Pineberry	LDR	10	(15,906.00)
19980	LMC	Homecoming- Ph 4	HDR	454	(681,000.00)
20102	TriPointe	Lot 14/15 - Hazel	HDR20	133	(175,546.00)
20102.1	TriPointe	Lot 14/15 - Ivy	HDR20	113	(149,759.00)
		Lot 14/15 - Ivy II AG Buffer	HDR20	21	(28,245.00)
20165	Century	PA 5 Greenway	LDR	79	(128,691.00)
20166	KB Home	PA 4 Driftstone	LDR	69	(112,401.00)
20167	Lennar	Voyage PA1	LDR	60	(97,909.00)
20168	Richmond American	Parklin PA2&3	LDR	68	(111,279.00)
20170	Richmond American	PA-3 Liberty - Gardenside	MDRD	80	(130,320.00)
20171	TriPointe	PA-2/8/9 Bungalow - Delia	MDRA	123	(165,435.00)
20172	Pulte	PA-4 - Monarch	MDRD	76	(123,804.00)
20173	Beazer	PA-6/7 Zinnia	MDRA	143	(212,355.00)
20231	Lennar	Lot 11 - Morning Sun	HDR20	106	(142,570.00)
20232	William Lyon	Lot 11 - Verbena	HDR20	70	(94,150.00)
20248	Lennar	Voyage PA6&7	LDR	56	(100,688.00)
20249	Richmond American	Parklin PA8&9	LDR	56	(100,688.00)
20270	Richmond American	PA-5 Liberty - Gardenside	MDRD	36	(58,644.00)
20326	LMC	Homecoming- Ph 5	HDR20	184	(247,480.00)
20380	LMC	Independence Preserve	HDR20	208	(308,880.00)
		Independence Preserve - Office	SqFt	-	-
		Independence Preserve - Pool	SqFt	-	-
20446	TruMark	Block 3A 55x100	LDR	31	(55,738.00)
20446.1	Century	Block 3A 50x100	LDR	38	(68,324.00)
			Totals	**5,594**	**(8,636,470.00)**

EXHIBIT 3

DIF CREDIT ADDENDUM

ADDENDUM NO. 1
(Assignment of Credit)

- DIF Credit and Reimbursement Summary:

	Total Credit Amount	Credits and Reimbursements Applied	Balance
	$8,708,744.11	($8,636,470)	$72,274.11
	Balance	Credits Assigned	Balance Forward
Assigned DIF Credit	$		

Chino Preserve Development Corporation is hereby transferring DIF *Credit* in the amount of $_____ to:

- Assignee: _____
- Credit Transfer Amount $_____
- Remaining Credit: $_____

"Any transfer or assignment of credits or reimbursement rights acknowledged in this Addendum shall be made in accordance with City procedures, on a form approved by and acknowledged by the City. All parties to this Addendum agree that City will have no obligation to recognize or honor an assignment or transfer that does not comply with the terms of this Addendum."

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Introduction of Ordinance 2026-007 – Sign Code Amendment (PL26-0057).

RECOMMENDATION

1) Conduct a Public Hearing; 2) Approve the introduction of Ordinance No. 2026-007, adopting PL26-0057 (Sign Code Amendment) a comprehensive update to Title 16 (Sign Code) of the Chino Municipal Code, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT

There is no fiscal impact resulting from these changes to the Sign Code. This item is a comprehensive update to the Sign Code and does not involve any future expenditures.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Sign Code was last updated on August 19, 2011, and amended in April 2016. The City is now pursuing a comprehensive update to address the Supreme Court case Reed v. Town of Gilbert, which requires sign regulations to be content neutral and to implement the 2045 General Plan. The proposed amendments include ensuring the Sign Code is content neutral, reformatting the Sign Code for ease of use, incorporating sign standards to implement new land use designations created by the 2045 General Plan, and adding standards for sign types currently not addressed in the Sign Code. The existing sign standards for permanent signs (such as sign area, height, and size requirements) as well as permitting procedures are generally maintained.

A joint City Council and the Planning Commission study session was held on January 13, 2026, to review the proposed amendments and provide feedback. Direction and feedback obtained by the Planning Commission and City Council is included in the final draft of the Sign Code. Additionally, staff met with the Chino Valley Real Estate Professionals, the Chino Valley Chamber of Commerce, and the Building Industry Association of Southern California for public input.

On June 17, 2026, the Planning Commission reviewed the proposed update. No public comments were received at the Planning Commission hearing regarding the proposed amendments. The Planning Commission did have questions on regulations for murals and recommended approval of the ordinance with no changes to the City Council by a 6-0 vote.

ISSUES/ANALYSIS

Since the Sign Code is being reformatted, including the way sign standards are displayed in the tables, it is impossible to discuss all changes in detail in this staff report. The following is a summary of the major amendments being proposed.

- Content Neutrality. The proposed update was originally initiated to ensure the Sign Code incorporates content neutral sign regulations in accordance with the ruling in Reed v. Town of Gilbert. A content neutral regulation typically regulates the time, place and manner of a sign. The current Sign Code contains regulations and restrictions regarding the content of a sign. Additionally, signs are also placed into categories based off their content, which are then subject to specific regulations. The proposed update to the Sign Code will eliminate such regulations and contain more general and equal standards pertaining to where a sign is placed, the size of a sign, the number of signs, and in the case of temporary signs, how long the sign may be displayed.

- New Land Use Designations. The adopted 2045 General Plan implemented new land use designations which are not accounted for in the current Sign Code. These land use designations include Regional Mixed Use, Boulevard Mixed Use, and Employment Mixed Use. The former Commercial Office zoning district was eliminated and grouped into the Business Park zoning district. The updated Sign Code will include these new and changed designations to be consistent with the new General Plan and the proposed Zoning Code.

- Portable and Temporary Signs. Standards for temporary signs have been updated to reflect content neutral standards for all temporary signs. Temporary and portable signs have been separated and are now proposed in four separate categories, which include

wall mounted banners, A-frame signs, balloon displays, and yard signs. All temporary signs are required to be placed on private property, which is consistent with the current Sign Code requirements. Additional regulations will remain in place to ensure that portable and temporary signs do not create distractions.

- Murals. The current Sign Code does not permit murals Citywide. The proposed update will establish a mural program for future murals located on the exterior walls of buildings. The program establishes an approval process for future applicants, which must be obtained through an administrative process. Mural standards such as size, height, location, and materials are included. In addition, restrictions will be set in place which prohibit advertising and crude or obscene imagery. Maintenance protocols for murals are included to ensure their long-term preservation and optimal appearance. The addition of murals to the Sign Code is intended to further promote art in public places and to further create a unique and attractive sense of place.

- Creative Signs. The current Sign Code does not provide a means of approval or standards for signs that exhibit a unique, high-quality design but do not conform with the City's Sign Code. The proposed update will establish a new sign type, Creative Sign and establish standards to promote innovative and aesthetically creative signs that further economic development in the City. Additionally, the update establishes an approval process and for creative signs that the City can support by allowing deviations to the Sign Code. The proposed Sign Code will establish findings of fact that applicants will need to meet to be granted approval from the Director of Development Services. The incorporation of creative signs into the comprehensive Sign Code update will substantially boost the City's visual quality and promote economic development in the City by permitting signage that entices the public's interest.

- Electronic Message Signs and Billboards. Electronic message signs are signs that can display and change electronic messages and illustrations and are intended for use on private commercial properties. Electronic billboards contain these same elements but are intended for use in the public right of way. Electronic message signs have been very limited as they are currently only permitted in auto malls, community and regional parks, and the Chino Junior Fairgrounds. Currently, there are a total of three electronic message signs that exist in the City. These signs are located at Ruben S. Ayala Park, the Chino Junior Fairgrounds, and at the Chino Ford dealership. The proposed update to the Sign Code would expand the allowance of electronic message boards into the following zoning districts: Commercial General (CG), Regional Mixed Use (RMU), Boulevard Mixed Use (BMU), and Open Space (OS1 and OS2). Standards for electronic message signs, which include sign area, height, illumination and location are included in this update. To prevent an overconcentration of electronic message signs, only one electronic sign is allowed per parcel, and they must be at least 600 feet away from another electronic sign. In addition, electronic signage will only be permitted in commercial centers greater than one acre in size. Digital billboards will be covered by the Zoning Code because they will be regulated by land use and not the Sign Code. The location and standards for digital billboards will

be negotiated between the City and the billboard operator through a Development Agreement and may require the operator to provide community benefits.

- Glossary. A new glossary section will be added to the Sign Code and will list terms and definitions that are referenced throughout the ordinance. Many of the terms and definitions will be for specific sign types and terminology and will be accompanied by example photos. This will help readers with different levels of expertise further understand this document and reduce confusion. The addition of a glossary to the Sign Code will boost the user experience and foster an improved learning experience.

PUBLIC NOTICE

A notice was published in the *Chino Champion* on June 27, 2026. The notice meets the legal noticing requirements and is adequate in scope for this project. To date, no comments have been received.

ENVIRONMENTAL REVIEW

The Zone Ordinance Amendment is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3), Common Sense Exemption, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, individual development applications will be reviewed under CEQA as they are proposed, and the changes are consistent with the goals and policies of the General Plan and will bring the City's code into compliance with State and Federal Laws.

Attachment – Ordinance 2026-007

ORDINANCE NO. 2026-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, TO ADOPT A COMPREHENSIVE UPDATE TO TITLE 16 (SIGNS) OF THE CHINO MUNICIPAL CODE AND AMEND AND REORGANIZE MULTIPLE CHAPTERS OF TITLE 16; PL26-0057 (SIGN CODE AMENDMENT).

WHEREAS, the City of Chino last adopted its periodic comprehensive update to Title 16 (SIGNS) of the Chino Municipal Code by the City Council on August 19, 2011, and

WHEREAS, the Chino Planning Division has conducted its periodic review of Title 16, Signs, of the Chino Municipal Sign Code and has prepared amendments, as appropriate or as required by law, to the Sign Code.

WHEREAS**,** on June 17, 2026, the Planning Commission held a duly noticed public hearing for PL26-0057 (Sign Code Amendment) in compliance with law, entertained the written and oral report of staff, took public testimony on the Project, and recommended, on a vote of 6 ayes to 0 nays, that the City Council approve the amendments to the Sign Code as outlined in Exhibit "A".

NOW, THEREFORE, the City Council of the City of Chino does hereby ordain as follows:

Section 1. Title 16 (Signs) of the Chino Municipal Code is hereby amended and superseded in its entirety with a new Title 16 (Signs) as provided in "Exhibit A" attached hereto and incorporated as part of this Ordinance.

Section 2. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), Common Sense Exemption, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, and individual development applications will be reviewed under CEQA as they are proposed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance (Ordinance No. 2026-007) and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF JULY 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 Ordinance was duly adopted by said City Council at a regular meeting held on the 21st day of July 2026 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

Exhibit A – Draft Sign Code

Title 16, Sign Code

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16.01 General Provisions

16.01.010 Title

This Title shall be known as the "Sign Code of the City of Chino."

16.01.020 Authority

A. This Title is the primary tool for implementing the sign policies of the City of Chino pursuant to the provisions of the State Outdoor Advertising Act (Business and Professions Code Section 5200 et seq.) and other applicable state and local requirements.

B. Whenever any provision of this Title refers to or cites a section of state law, and that section is later amended or superseded, the Title shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

16.01.030 Purpose

A. The City Council finds that the natural surroundings, climate, history, and people of the City provide the Chino community with its unique charm and beauty. This Title has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.

B. The purpose of this Title is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:

1. To promote and accomplish the goals, policies, and objectives of the General Plan;

2. To balance public and private objectives by allowing adequate avenues for both commercial and non-commercial messages;

3. To allow businesses, institutions, and individuals to exercise their right to free speech by displaying messages on a sign, and to allow audiences to receive such information;

4. To reflect and support the desired ambience and development patterns of the various zoning districts, overlay districts, planning areas and sub-areas within the City;

5. To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;

6. To protect the aesthetic beauty of the City's natural and built environment for the citizens of and visitors to the City;

7. To prevent property damage, personal injury, and litter caused by signs that are improperly constructed or poorly maintained;

8. To protect property values, the local economy, and quality of life by preserving and enhancing the appearance of the streetscape; and

9. To provide consistent sign design standards that enables the fair and consistent enforcement of these sign regulations.

16.01.040 Applicability

A. Applicability

1. This Title applies to all signs within the City's planning jurisdiction, regardless of their nature or location, unless specifically exempted.

2. Regulations for permanent signs are found in Chapter 16.05 (Permanent Signs).

3. Regulations for portable and temporary signs are found in Chapter 16.07 (Portable and Temporary Signs).

4. Nothing in this Title shall be construed to prohibit a person from holding a sign while picketing or protesting on public property that has been determined to be a traditional or designated public forum, so long as the person holding the sign does not block ingress and egress from buildings, create a safety hazard by impeding travel on sidewalks, in bike or vehicle lanes, or on trails, or violate any other reasonable time, place, and manner restrictions adopted by the City.

B. Substitutions and Interpretations

1. This Title is not intended to, and does not, restrict speech on the basis of its content, viewpoint, or message. No part of this Title shall be construed to favor commercial speech over non-commercial speech. A non-commercial message may be substituted for any commercial or non-commercial message displayed on a sign without the need for any approval or permit from the City, provided that the sign is otherwise permissible under this Title.

2. When there is any question regarding the interpretation of a provision of this Title, or its application to any specific case or situation, the Planning Commission shall interpret the intent of this Title. To the extent any provision of this Title is ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message. The Planning Commission shall make all interpretations by written decision in the form of a resolution adopted by a majority of the Planning Commission's voting membership.

3. An interpretation by the Planning Commission shall be followed in applying the provisions of this Code, unless changed by the City Council on appeal.

4. An appeal of an interpretation by the Planning Commission may be made to the City Council in accordance with the appeal procedures set forth in Title 20 (Administration) of the Chino Municipal Code.

C. Exemptions

The following signs are not regulated by this Title:

1. Building identification signs not exceeding one square foot in area for residential buildings and two square feet in area for nonresidential buildings;

2. Numerals and lettering identifying the address from the street to facilitate emergency response and compliant with City requirements;

3. Non-illuminated signs which provide incidental information including, but not limited to credit card acceptance, business hours, open/closed, directions to services and facilities, or menus, provided these signs do not exceed an aggregate of six square feet in sign area;

4. Signs that constitute an integral part of an allowed vending machine or similar facilities located outside of a business;

5. Barber poles no more than three feet in height and 10 inches in diameter;

6. Historical plaques erected and maintained by non-profit organizations, building cornerstones, and date-constructed stones not exceeding four square feet in area;

7. Signs not readable from the public right-of-way, including:

    a. Signs or displays located entirely inside of a building and not visible from the building's exterior;

    b. Signs intended to be readable from within a parking area or City park but not readable beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way; and

8. Signs located on City owned Property.

9. Signs for public schools; and

10. Any sign, posting, notice or similar signs placed, installed, or required by law by a city, county, or a federal or state governmental agency in carrying out its responsibility to protect the public health, safety, and welfare, including, but not limited to, the following:

    a. Emergency and warning signs necessary for public safety or civil defense;

    b. Traffic signs erected and maintained by an authorized public agency;

c. Signs required to be displayed by law;

d. Signs directing the public to points of interest; and

e. Signs showing the location of public facilities.

11. Official signs erected by public utility or construction companies to warn of dangerous and hazardous conditions and that serve to aid public safety.

16.01.050 Severability

If any section, sentence, clause, phrase, word, portion, or provision of this Title is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Title which can be given effect without the invalid provision.

The invalidation of the application of any section, sentence, clause, phrase, word, portion, or provision of this Title to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

16.02 Administration and Procedures

16.02.010 Review Authority

Table 16.02.010-A (Threshold of Review) establishes the final reviewing authority for all sign-related entitlements in the City.

Table 16.02.010-A: Threshold of Review

Application Type	Approving Authority		
	Development Services Director	Planning Commission	City Council
Sign Ordinance Amendment (SOA)	--	R	X
Sign Program (SPG)	X	A	A
Sign Program Modification	X	A	A
Creative Signs	X	A	A
Mural Program	X	A	A
Sign Plan (SP)	X	A	A
Sign Variances			
Minor Sign Variance (MSOV)	X	A	A
Major Sign Variance (SOV)	R	X	A

Key:
X = Approving Authority
A = Appeal Authority
R = Recommending (Advisory) Authority

16.02.020 Applications and Fees

A. Purpose and Intent

This Section describes the procedures and requirements for the filing of applications for permits, approvals, and amendments.

B. Filing of Applications

An application for a sign plan, sign program, sign variance, or text amendment, or any other matters pertaining to this Title, shall be filed with the Development Services Department on an application form provided by the City, together with all required fees, plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the Department to process the application. The application shall be made by the owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this Title, or their agent(s).

C. Fees
The City Council shall, by resolution, establish a schedule of fees for permits, amendments, and other matters pertaining to this Title. Failure to pay all applicable fees is grounds for denial of an application.

D. Amendments
An amendment to the text of this Title shall be processed in compliance with Section 20.23.060 (Zone changes and amendments).

16.02.030 Sign Permit Requirements

A. Sign Plan for Permanent Signs

1. **Purpose**
This Section establishes the permitting requirements for permanent signs to ensure compliance with the applicable provisions of this Title.

2. **Applicability**

    a. The sign plan review procedure provides a process for review and action by the Director for the placement, installation, construction, or alteration of signs, based upon and subject to specific criteria, standards, and conditions as set forth by this Title.

    b. Where a sign plan is required under this Title, except as provided in Section 16.01.040 (Applicability), it shall be unlawful for any person to erect, place, display, alter, repair or relocate a permanent sign, including a change of copy on a permanent sign, without first obtaining approval for a sign plan from the Director.

    c. No sign may be placed on private property, including vacant property, without written authorization from the owner or the occupant and approval of plans by the City, pursuant to the provisions of this Section.

3. **Application and Filing**
An application for sign plan approval shall be prepared and filed in accordance with the provisions of Section 16.02.020 (Applications and Fees).

4. **Review and Action** A sign plan application shall be reviewed by the Director. The application shall be acted upon within 30 days following the determination that such application is complete. The decision of the Director shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.060 (Appeals and Revocation).

5. **Revocation** Any action of the Director to revoke an approved sign plan shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

B. Sign Program for Permanent Signs

1. **Purpose**
   The purpose of a sign program is to provide coordinated signage within development projects by utilizing common design elements to integrate the design of signs with the building and landscape design to form a unified architectural statement.

2. **Applicability**
   A sign program shall be required for all new:

   a. Commercial centers;

   b. Offices;

   c. Business parks;

   d. Industrial parks and complexes; and

   e. Multi-tenant commercial and industrial buildings.

3. **Application and Filing**
   An application for sign program approval shall be prepared and filed with the Director in accordance with the provisions of Section 16.02.020 (Applications and Fees).

4. **Review and Action**
   A sign program application shall be reviewed by the Director. The application shall be acted upon within 30 days following the determination that the application is complete. The decision of the Director shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.060 (Appeals and Revocation). Every application for sign program approval shall be approved prior to the issuance of the first Certificate of Occupancy for the project application of which it is a part.

5. **Findings**
   In reviewing a sign program, the approving authority shall consider and clearly establish the following findings of fact:

   a. The sign program is consistent with the sign regulations of the zoning district or land use designation in which it is proposed;

   b. The sign program is consistent with the purpose and intent of sign programs, as specified in Subsection A (Purpose).

6. **Modification**
   An application for a modification to a previously approved sign program shall be reviewed and approved by the Director. In reviewing and acting upon a sign program modification, the Director shall consider and clearly establish the findings enumerated in Subsection B.5 (Findings).

   a. **Sign Program Requirements** Sign programs must comply with the following standards:

(i) The use of background colors on signs within the development must be limited to a single color;

(ii) Generally, no more than three different letter colors may be used on developments smaller than three acres in size and no more than five different letter colors may be used on developments of three or more acres in size. Corporate logos and registered trademarks are not subject to color restrictions. The Director may approve the use of a greater number of letter colors, considering the size and architectural theme of a development and the diversity of uses within it;

(iii) Include standards that specify uniform sign placement, letter and logo height, sign font, and a uniform type and intensity (brightness) of sign illumination; and

(iv) Include standards that specify a uniform construction material for sign components (i.e., sign body, sign copy, sign base and supports, etc.) and method(s) of mounting.

7. **Revocation**
Any action of the Director to revoke an approved sign plan shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

C. Sign Permit for Temporary Signs

1. **Purpose**
This Subsection establishes the permitting requirements for the portable and temporary signs for which a permit is required to ensure compliance with the applicable provisions of this Title.

2. **Applicability**

a. The temporary sign plan review procedure provides a process for review and action by the Director for the placement, installation, construction, or alteration of the following portable and temporary signs, based upon and subject to specific criteria, standards, and conditions as set forth by this Title:

(i) Balloons; and

(ii) Temporary wall banner signs (Type I and Type II).

b. It shall be unlawful for any person to erect, place, display, alter, repair, or relocate a temporary wall banner sign or balloons without first obtaining approval for a temporary sign permit from the Director.

c. No sign may be placed on private property, including vacant property, without written authorization from the owner or the occupant and approval of a temporary sign permit by the City, pursuant to the provisions of this Subsection.

3. **Application and Filing**
An application for sign plan approval shall be prepared and filed in accordance with the provisions of Section 16.02.020 (Applications and Fees).

4. **Review and Action**
A temporary sign plan application shall be reviewed by the Director. The application shall be acted upon within 30 days following the determination that such application is complete. The decision of the Director shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.060 (Appeals and Revocation).

5. **Revocation** Any action of the Director to revoke an approved sign plan shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

16.02.40 Minor Sign Variances

Purpose and Intent
The purpose of the minor sign variance procedure is to provide a reasonable alternative to the placement, height, and area of a sign when unique situations applicable to an individual business would otherwise limit the view of an allowed sign.

A. Applicability
When the strict and literal interpretation and enforcement of this Title would result in practical difficulties, unnecessary hardships, or inconsistencies with the general purpose of this Title, the Director has the authority to grant a minor sign variance from the following provisions:

1. Sign height, provided that the sign may not be raised more than 25 percent above that which would otherwise be allowed;

2. Sign area, provided that the sign may not be increased in area more than 25 percent above that which would otherwise be allowed; and

3. Sign location, provided that no more than two legally permitted signs are located along any one building frontage.

C. Application and Filing
An application for minor sign variance approval may be initiated by the City or an interested party in accordance with the provisions of Section 16.02.020 (Applications and Fees).

D. Review and Action

A minor sign variance application shall be reviewed by the Director. The application shall be acted upon within 30 days following a determination that the application is complete. The decision of the Director shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.060 (Appeals and Revocation Procedures).

1. When granting a minor sign variance, the Director may attach reasonable requirements, in addition to those required by this Title, to ensure that the sign, in its proposed location will:

   a. Not endanger the public health, safety, or general welfare;

   b. Not injure the value of adjoining or abutting property;

   c. Not result in any significant environmental impacts;

   d. Be in harmony with the area in which it is located; and

   e. Be in conformity with the Zoning Code (Title 20), General Plan, and/or applicable Specific Plan.

E. Findings

In reviewing a minor sign variance request, the review authority shall consider and clearly establish all the following findings of fact:

F. There are specific circumstances or conditions applicable to the property, building, adjacent property or buildings, or topography that substantially restrict the effectiveness of the sign that warrant a request for relief from the strict interpretation of this Title;

1. The special circumstances or conditions are peculiar to the particular business or use to which the applicant desires to draw attention, and do not apply in general to other businesses or uses in the same zoning district or area;

2. The strict interpretation of the Title would place the business at a disadvantage with other businesses in the same zone and vicinity;

3. The granting of the minor sign variance would not adversely affect existing nearby residential uses or structures or the community at large;

4. The granting of the minor sign variance is consistent with the purpose of this Title; and

5. The granting of the minor sign variance provides the minimal relief necessary to achieve the desired reasonable degree of visibility for the affected sign.

G. Revocation

Any action of the Director to revoke an approved minor sign variance shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

H. Expiration

1. Director approval of any major sign variance request will expire one year from the date of Planning of action, unless a building permit has been issued.

2. The expiration date of any minor sign variance may be extended upon written request by the applicant prior to the expiration date. Upon receipt of a time extension request, the Director shall review the minor sign variance and determine whether new or revised conditions of approval should be imposed. If new or

revised conditions are warranted, the Director may extend the expiration for one year, a maximum of three times.

16.02.50 Major Sign Variances

A. Purpose and Intent

The purpose of the major sign variance procedure is to provide a means whereby the strict application of these regulations need not be applied where circumstances or conditions not created by or in control of a property owner have created practical difficulties or unnecessary hardships that undermine the spirit of these regulations or deprive the property owner of rights to signs enjoyed by other property in the same zone.

B. Applicability

1. When the strict and literal interpretation, and enforcement of this Title would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Title, the Planning Commission may grant a variance from the provisions of this Title.

2. In no case shall a major sign variance be granted which authorizes a sign or a property right that is not expressly allowed by this Title.

C. Application and Filing

1. An application for a major sign variance may be initiated by the City or by an interested party in accordance with the provisions of Section 16.02.020 (Applications and Fees).

2. Not later than 30 days after receiving an application for a major sign variance, the Director shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period will begin.

D. Hearing and Notice

All applications for a major sign variance and all actions to amend or terminate a major sign variance, shall be heard at a public hearing, scheduled, and noticed in accordance with the provisions of Chapter 16.02 (Procedures).

E. Investigation

The Director shall investigate the facts bearing on the application, provide the information necessary for action on the application consistent with this Title, and shall report all findings to the Planning Commission.

D. Review and Action

1. A major sign variance application shall be reviewed by the Planning Commission. The application shall be acted upon within six months following the date the application was accepted as complete pursuant to the provisions of Subsection C.2 (Application and Filing) The decision of the Planning Commission shall be final and conclusive in the absence of a timely filed appeal to the City Council. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.060 (Appeals).

2. In granting an application for a major sign variance, the Planning Commission may attach reasonable conditions, in addition to those required by this Title, to ensure that the sign, in its proposed location, will:

    a. Not endanger the public health, safety, or general welfare;

    b. Not injure the value of adjoining or abutting property;

    c. Not result in any significant environmental impacts;

    d. Be in harmony with the area in which it is located; and

    e. Be in conformity with the Zoning Ordinance (Title 20), General Plan, and/or applicable specific plan.

3. A major sign variance application shall be acted upon within 6 months following the date the application was accepted as complete pursuant to the provisions of Subsection C.2 (Application and Filing).

E. Findings

1. In reviewing a major sign variance request, the Planning Commission shall consider and clearly establish the following findings of fact:

    a. There are specific circumstances applicable to the property, including size, shape, topography, location, or surroundings, and to the building(s) on the property including their placement and orientation, when the strict application of this Title would deprive the property of privileges enjoyed by other property in the vicinity and under identical zoning classification;

    b. The granting of a sign variance will not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and zone in which such property is situated;

    c. The major sign variance is necessary for the preservation and enjoyment of a substantial property right of the property owner, possessed by other property in the same zone and vicinity;

    d. The granting of a major sign variance will not be materially detrimental to the public health, safety, and general welfare or injurious to property or improvements in the zone or district in which the property is located; and

e. The granting of a major sign variance will not conflict with the General Plan and/or any applicable specific plan and is consistent with the purpose of this Title.

2. There are specific circumstances applicable to the property, including size, shape, topography, location, or surroundings, and to the building(s) on the property including their placement and orientation, when the strict application of this Title would deprive the property of privileges enjoyed by other property in the vicinity and under identical zoning classification;

F. Expiration

1. Planning Commission approval of any major sign variance request will expire one year from the date of Planning Commission action, unless a building permit has been issued.

2. The expiration date of any major sign variance may be extended upon written request by the applicant prior to the expiration date. Upon receipt of a time extension request, the Director shall review the major sign variance and determine whether new or revised conditions of approval should be imposed. If new or revised conditions are warranted, the Director shall forward the time extension request to the Planning Commission, who shall then approve, approve with amended conditions, or deny the time extension request. If no new or revised conditions are necessary, the Director may extend the expiration date for one year, a maximum of three times. See Subsection 20.23.100.B.8 (Expiration).

G. Performance Guarantee

The Planning Commission may require the provisions of a performance security to ensure the faithful performance of any or all conditions of approval.

H. Revocation

Any action of the Planning Commission or City Council to revoke a sign variance, shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

16.02.60 Creative Sign Review

A. Purpose and Intent

The purpose of a creative sign review is to provide a process that will allow aesthetically creative and innovative signs, murals, and other forthcoming sign types through the allowance of deviations from the sign code, all while mitigating any potentials negative impacts.

B. Application and Filing

An application for a creative sign may be initiated by the City or an interested party in accordance with the provisions of Section 16.02.020(B) (Applications and Fees) of this Chapter.

C. Review and Action

A creative sign application shall be reviewed by the Director of Development Services. The application shall be acted upon within 30 days following the determination that such application is complete. The decision of the Director of Development Services shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission. Appeals shall be filed and processed in accordance with the provisions of Section 16.02.080 (Appeals) of this Chapter.

1. In approving a creative sign application, the Director of Development Services may attach reasonable requirements, in addition to those required by this Sign Code, as will ensure that the sign, in its proposed location: (a) will not endanger the public health, safety or general welfare; (b) will not injure the value of adjoining or abutting property; (c) will not result in any significant environmental impacts; (d) will be in harmony with the area in which it is located; and (e) will be in conformity with the Zoning Ordinance (Title 20, CMC), General Plan and/or Specific Plan.

D. Location

A creative sign application may be filed for properties located within any of the Commercial, Mixed Use, and Industrial Zoning Districts.

E. Standards

An applicant may request approval for a sign which deviates from standards applicable to this article but complies with the provisions of this section. Creative Signs shall:

1. Incorporate or enhance architectural features of the building;

2. Exhibit a unique design that reflects creativity, vitality, and innovation;

3. Substantially boost the site's visual quality and contribute positively to the appearance of the adjacent area; and

4. Convery a strong visual identity through the creative use of graphics, colors, and high-quality materials.

F. Restrictions

Creative Signs shall not:

1. Block any major architectural features and details of the building which it will be affixed to.

G. Revocation

Any action of the Director to revoke an approved minor sign variance shall be carried out pursuant to the provisions of Subsection 16.02.060.C (Revocation Procedure).

H. Expiration

1. Director approval of any Creative Sign will expire one year from the date of action, unless a building permit has been issued.

2. The expiration date of a Creative Sign may be extended upon written request by the applicant prior to the expiration date. Upon receipt of a time extension request, the Director shall review the minor sign variance and determine whether new or revised conditions of approval should be imposed. If new or

revised conditions are warranted, the Director may approve, approve with amended conditions, or deny the time extension request. If no new or revised conditions are necessary, the Director may extend the expiration for one year, a maximum of three times.

16.02.070 Murals

A. Purpose and Intent

The purpose of these provisions is to regulate the design, size, location, materials, and colors of murals proposed on commercial buildings in the City of Chino. Murals are intended to enhance the aesthetics of the City by creating visually appealing appearances within the community by achieving the following objectives:

1. Encourage and advancing artistic expression;
2. Beautifying the City of Chino;
3. Creating a unique and attractive sense of place; and
4. Embracing and honoring the cultural heritage of the City

B. Definition

A "MURAL" means any original and unique artwork, painting, or mosaic applied and/or affixed to the exterior wall of a commercial building that does not contain commercial content or advertising. For the purposes of this definition, commercial content and advertising means any text, logo, or visual representation that advertises or refers to a business, service, commercial activity, or product offered on or off-site of the premises which the mural is located.

C. Applicability

A permit is required.

1. A mural application must be submitted to the Planning Division to review for the compliance of this ordinance.
2. It is against the provisions of this ordinance for anyone person or organization to erect, place, paint, or construct a mural on a building without obtaining proper approval from the Planning Division.
3. Any modifications to the design, color, material, or size of an existing or proposed mural must be submitted to the Planning Division for approval.

D. Mural Standards

1. General Regulations
   - (i) The mural height shall not exceed the height of the wall which it is placed on.
   - (ii) Murals shall not depict any crude, obscene, or derogatory content or imagery.
   - (iii) The mural design shall create minimal distractions to vehicular traffic for safety reasons.

(iv) No more than one percent of the mural shall contain the name of the artist or the sponsor of the mural.

(v) Murals shall not contain any commercial content or advertising.

(vi) Murals shall not contain electrical or mechanical components or changing or moving images.

(vii) Doors, windows, vents, and walkways shall not be obstructed by a mural.

(viii) Murals that are installed without the City's approval shall be deemed and treated as graffiti.

E. Construction and Maintenance

1. The property owner(s) is responsible for the maintenance of the mural and for any future damage or weathering that occurs to the mural. In addition, the property owner(s) is responsible for the removal of the mural.

2. Murals must be permanently and securely bonded to the wall which they are affixed to.

3. A weatherproofing coat must be applied to the mural to prevent vandalism.

4. The wall from which a mural is removed shall be rehabilitated to be consistent with the buildings' existing color, material, and texture.

16.02.080 Appeals and Revocation Procedures

A. Appeals of Administrative Decisions

Any applicant or any interested person may appeal any action or decision of the Director regarding a sign plan, sign program, or temporary sign permit to the Planning Commission following the appeal procedures established in Subsection 20.23.150.A (Administrative actions or decisions).

B. Appeals of Planning Commission Decisions

Any applicant or any interested person may appeal any action or decision of the Planning Commission regarding a sign plan, sign program, or temporary sign permit to the City Council following the appeal procedures established in Subsection 20.23.150.B (Planning commission actions or decisions).

C. Revocation Procedure

The Planning Commission has jurisdiction to revoke any new or existing sign variance, sign plan or sign program, or any modification thereto granted in accordance with the provisions of this Title in the following manner:

1. Upon recommendation of the Director, the Planning Commission shall conduct a noticed public hearing, pursuant to the provisions of Section 20.23.140 (Public notices and hearings) to determine whether the permit should be revoked. The Director shall prepare and deliver to the permittee a written statement setting forth the factual basis for the proposed revocation at least 10 days prior to the hearing.

2. A permit may be revoked by the Planning Commission or City Council based upon any one or more of the following grounds:

   a. The approval was obtained by fraud;

   b. The permit granted is not being exercised;

   c. The permit granted is being, or recently has been, exercised contrary to the terms or conditions of the original approval, or in violation of any statute, ordinance, law or regulation; or

   d. The permit for which the approval was granted was so exercised as to be detrimental to the public peace, health, safety, welfare, or to constitute a nuisance.

3. The decision of the Planning Commission to revoke a permit shall be final and conclusive in the absence of a timely filed appeal to the City Council. Any appeal of a Planning Commission action shall be subject to the provisions of Section 16.02.060 (Appeals and Revocation Procedures).

16.03 General Restrictions for All Signs

16.03.010 Location Restrictions

Except where specifically authorized in this Section, signs may not be placed in the following locations:

A. Within, on, or projecting over public property, City rights-of-way, or waterways except signs which are exempt pursuant to Subsection 16.01.040.C;

B. Any location that obstructs the view of any authorized traffic sign, signal, or other traffic control device;

C. Where the visual lines of sight at corners or intersections for drivers of motor vehicles are obstructed;

D. Areas allowing for ingress to or egress from any door, window, vent or any fire lane, standpipe or emergency access required by the Building Code or Fire Department regulations currently in effect;

E. Off the premises of the business to which the commercial advertising sign refers;

F. On fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning signs and placards, and information required by law;

G. Tacked, painted, burned, cut, pasted, or otherwise affixed to trees, rocks, light and utility poles, posts, fences, ladders, benches, or similar supports that are visible from a public way; and

H. On the roof of a building or structure.

16.03.020 Prohibited Signs

Except as otherwise provided in this Title, the following signs and circumstances are prohibited:

A. Billboards (except as allowed as Section 16.04.020(F));

B. Signs that could be confused with any authorized traffic signal or device or that interfere with, obstruct, confuse or mislead traffic;

C. Bootleg Signs;

D. Inflatable balloons, except as allowed in Table 16.07.030-C (Standards for Specific Portable and Temporary Sign Types), spinners, strings of flags and pennants, fixed aerial displays, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means either attached to a sign or to vehicles, structures, poles, trees and other vegetation, or similar support structures;

E. Swooper signs/feather flag;

F. Off-premise signs, except as allowed in Table 16.05.020-E (CG, CR, and CS Commercial Zoning Districts) and Table 16.05.020-M (Meeting Facilities in All Zoning Districts);

G. Signs affixed to trucks, automobiles, trailers, or any other vehicle that advertise, identify or provide direction to a use or activity not related to its lawful use for making deliveries, the sale of merchandise, or rendering services from such vehicles;

H. The parking of delivery, sales, or service vehicles in an off-site location, or on-site within a parking lot adjacent to a public street, for the purpose of advertising;

I. Any portable sign, except those signs allowed pursuant to Chapter 16.07 (Standards for Portable and Temporary Signs);

J. Any sign consisting of several sheets of paper connected by perforations, tape, staples, or any other means;

K. Stuffed or inflated animals or characters used as signs;

L. Painted signs, except in the Airport Development (AD) zoning district at the Chino Municipal Airport as specified in Table 16.05.020-H (AD - Airport Development Zoning District);

M. Use of neon/LED strip lighting to define a border around the interior or exterior of a window; and

N. Any other signs not specifically allowed by the provisions of this Title; however, nothing in this Title shall be construed to prohibit any sign, notice, or advertisement required by law.

16.03.030 Display Restrictions

A. Purpose

The purpose of this Section is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City.

B. Applicability

Non-Digital Signs with the following display features are prohibited:

1. Rotating, or moving, or giving the appearance of moving, sign body or any other portion of the sign whether by mechanical, wind, or other means. Barber poles no larger than three feet high and 10 inches in diameter, and clocks are excepted from this restriction;

2. Sound, odor, or any particulate matter including, bubbles, smoke, fog, confetti, or ashes;

3. Illumination which changes in color or intensity of color;

4. Lighting devices with intermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, or laser or motion picture projection, or any lighting effect creating the illusion of motion, as well as laser or hologram lights;

5. Surfaces that reflect light by means of a glossy, polished, or mirrored surface;

6. Day-glow, fluorescent, and overly bright colors;

7. Internally illuminated signs with a directly exposed light source and neon signs, except as may be allowed pursuant to Subsection 16.04.040.E; and

8. Strings of lights arranged in the shape of a product, arrow, or any commercial message.

16.04 General Requirements for All Signs

16.04.010 Sign Measurement (Area and Height)

A. Sign Area Measurement

Sign area for all sign types is measured as follows:

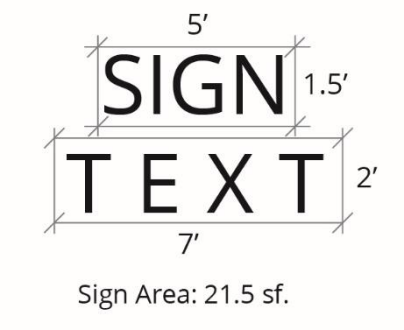
1. The entire face of a sign, including the surface of any framing, projections, or molding, but not including the support structure, as shown in Figure A (Sign Area for Signs on Background Panel).



Figure A. Sign Area for Signs on Background Panel

2. Sign copy consisting of individual channel letters mounted on a building wall, fascia, or parapet, or a freestanding structure, is determined by including the entire sign copy area within a single, continuous perimeter of not more than eight straight lines, a circle, or an ellipse that enclose the extreme limits of the sign copy, as shown in Figure B (Sign Area for Signs with Individual Letters).

3. Multi-face signs, as shown in Figure C (Sign Area for Multi-face Signs), are



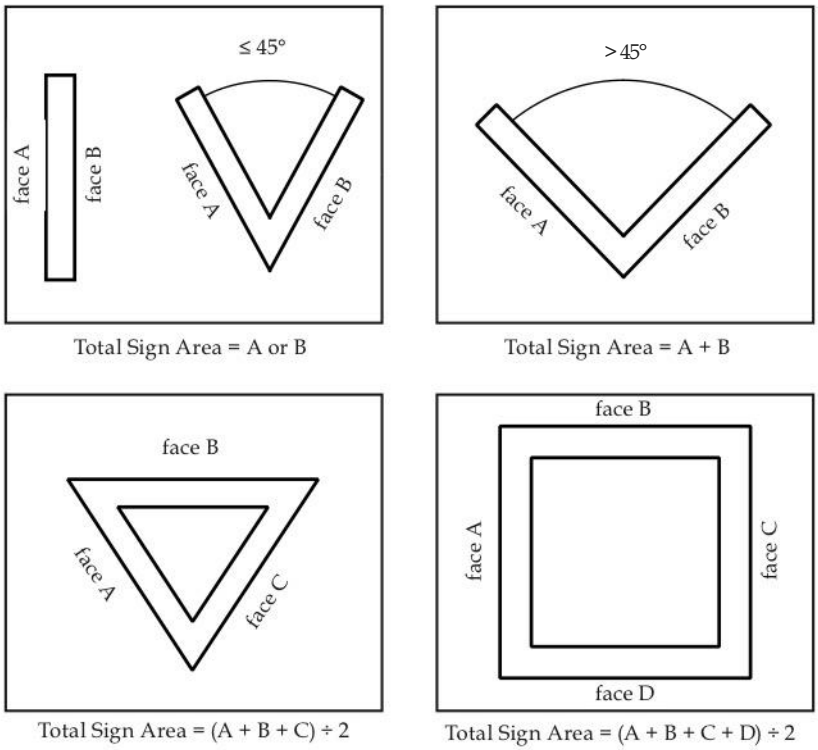
measured as follows:

Figure B. Sign Area for Signs with Individual Letters

a. Two face signs: If the interior angle between the two sign faces is 45 degrees or less, the sign area is of one sign face only. If the angle between the two sign

faces is greater than 45 degrees, the sign area is the sum of the areas of the two sign faces.

b. Three or four face signs: The sign area is 50 percent of the sum of the areas of all sign faces.



5. A business address is not included in the determination of sign area.

B. Sign Height Measurement

Sign height is measured as follows:

1. **Freestanding Signs**
   Sign height is measured as the vertical distance measured from the highest point of the sign to the lowest adjacent finished grade, as shown in Figure D (Freestanding Sign Height).

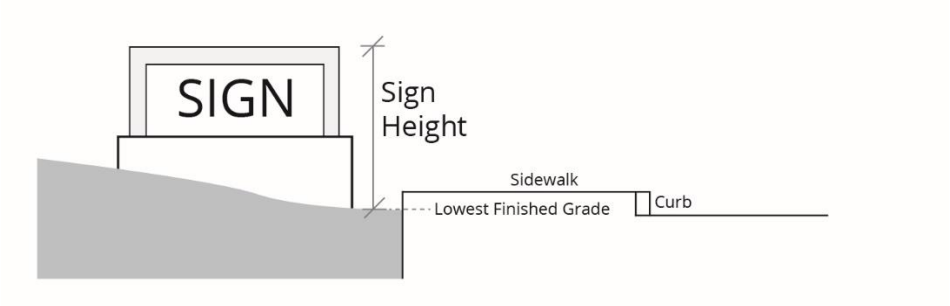


Figure D. Freestanding Sign Height

2. **Building Mounted Signs**
The height of wall, fascia, mansard, parapet, or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure, as shown in Figure E (Building Mounted Sign Height).

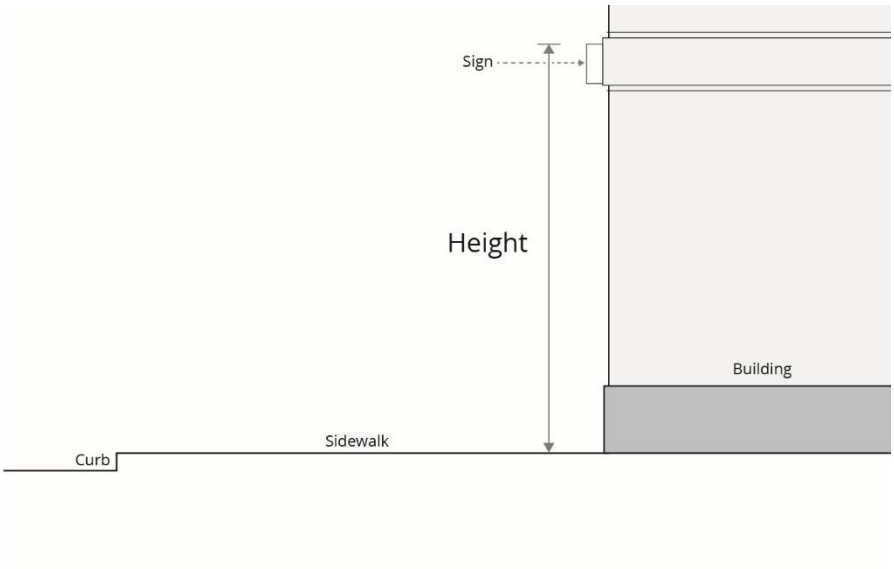


Figure E. Building Mounted Sign Height

16.04.020 Sign Illumination

A. Applicability

All allowed permanent signs may be non-illuminated, illuminated by internal light fixtures, halo illuminated, or illuminated by external indirect illumination, unless otherwise specified. All permanent signs for single-family residences or duplexes and all temporary signs shall be non-illuminated.

B. Internally Illuminated Signs

1. To minimize glare, internally illuminated signs must either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols.

2. The illumination level of a sign shall be reduced if the Director determines it to be excessive. The Director may find that illumination is excessive if:

   a. The amount of illumination is substantially greater than the illumination level of other nearby signs;

   b. The sign's illumination interferes with the visibility of other signs or with the perception of objects or buildings in the vicinity of the sign;

   c. It directs glare toward streets or motorists;

   d. It adversely impacts nearby residents or neighborhoods; or

   e. The illumination reduces the nighttime readability of the sign.

C. Externally Illuminated Signs

1. Externally illuminated signs must be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

2. The light source for externally illuminated signs must be arranged and shielded to substantially confine all direct light rays to the sign face and away from streets and adjacent properties.

D. Raised Letter Signs

1. The use of individual lettered business and logo design, or where appropriate, signs containing sign copy, logo, and/or decorative embellishments in relief on the face of the sign enhances the readability of the sign and projects a positive image of the business or use.





Figure F. Examples of raised letter signs

2. Pan channel letters, preferably without raceways, or internal/indirect halo illuminated channel letters on an unlit or otherwise indistinguishable background on a freestanding sign or building wall are preferred.



Figure G. Examples of pan channel letters and internal halo illuminated channel letters in wall mounted signs

E. Exposed Neon and LED Strip Lighting

1. The use of neon or LED strip lighting is encouraged for energy conservation purposes and to allow for creatively designed and attractive signs.

2. Exposed neon/LED strip Lighting is allowed as part of a freestanding or building mounted sign subject to the following:

    a. Exposed neon/LED strip lighting is only allowed in the General Commercial (CG) zoning district as specified in Table16.05.020-E (CG, RMU, BMU,, and Commercial Zoning Districts); and

    b. Neon lighting must include a dimmer which can reduce the brightness of the neon.

3. Exposed neon/LED strip lighting used as a design feature on a sign shall be reviewed in the same manner as a sign without exposed neon or LED strip lighting to ensure the sign design meets the purpose and intent of this Title.

4. Exposed neon/LED strip lighting must be limited to confined areas, such as building entries, architectural features, or used to reinforce specific architectural elements such as a tower.

5. Exposed neon/LED strip lighting incorporated into a sign, building or structure shall be counted toward the total allowable signage for the establishment it serves.

F. Electronic Message Board Signs

1. Electronic message boards are only allowed in the Regional Mixed Use (RMU), Boulevard Mixed Use (BMU), General Commercial (CG) , and Open Space (OS1 and OS2) Zoning Districts and in the public right-of-way.

2. A freestanding sign containing a digital message board shall be at a minimum 600 feet away from another freestanding sign containing an electronic message board. This distance shall be measured from the base of each freestanding sign.

3. A freestanding sign containing a digital message board shall be at least 500 feet from the property line of any residential property.

4. **Commercial Sites**. Digital message boards shall only be located in commercial centers greater than or equal to one acre in size.

5. **Minimum Size.** Digital message boards shall be no smaller than 32 square feet.

6. **Maximum Size.** Digital message boards are allowed to occupy 80 percent of the maximum allowable sign area.

7. Illumination Standards

    a. **Display Timing.** Each image/graphic shall be displayed no less than 5 seconds.

    b. **Display Restrictions.** Digital message boards shall not flash, blink, flutter, include intermittent or chasing lights, or display video messages (i.e., any illumination or message that is in motion or appears to be in motion).

    c. Electronic message signs must be equipped with a sensor or other device that automatically determines the ambient illumination and be programmed to automatically dim according to ambient light conditions (e.g., with the use of photocell technology), or that can be adjusted to comply with the 0.3 foot-candle requirement.

8. Electronic message board signs must not flash, blink, flutter, include intermittent or chasing lights, or display video messages (i.e., any illumination or message that is in motion or appears to be in motion). Electronic message board signs may display changing messages provided that each message is displayed for no less than four seconds.

9. One electronic message board sign is allowed per parcel.

10. Digital billboards are subject to a Development Agreement.

G. Interior Neon/LED Signs

Neon/LED signs placed in a window are allowed and count toward the aggregate area for all window signs and must not exceed 25 percent of the total window area. Any individual neon/LED sign must not exceed four square feet in area.

H. Search Light or Laser Light Display

1. A written request for the use of searchlights or laser light displays shall be filed with the Director indicating the purpose, location, period of operation, time of operation, and any additional information deemed necessary by the Director to process the application.

2. Searchlights and laser light displays are only allowed in the General Commercial (CG) and Commercial Regional (CR) zoning districts, as specified in Table 16.05.020-E (CG, CR, CS and MU Commercial Zoning Districts), in association with a special or temporary event.

3. Searchlights and laser light displays are limited to a maximum of 14 calendar days per year. The days may be used consecutively, or in two periods of seven days duration.

16.04.030 Sign Installation and Maintenance

A. Construction

1. The construction of signs shall be enforced and administered by the Building Official. All signs and advertising structures shall be designed and constructed to withstand wind loads, dead loads, and lateral forces as required by the Uniform Sign Code and the provisions of this Title.

2. Any angle iron, bracing, guy wires, or similar features used to support a sign must not be visible to the extent technically feasible.

3. When electrical service is provided to freestanding signs or landscape wall signs, all such electrical service must be placed be underground and concealed. Electrical service to building mounted signs, including conduit, housings, and wire, must be concealed or, when necessary, painted to match the surface of the structure upon which they are mounted. A Building Permit (electrical) shall be issued prior to installation of any new signs requiring electrical service.

4. All permanent signs allowed by this Division must be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of a built-up environment.

B. Identification

Every sign or other advertising structure erected in the City, must have an identifying number, the name of the erector, installation year, and, if illuminated, the voltage plainly placed on the exterior surface of the sign body, in a location where such information is readily visible after erection and installation.

C. Maintenance

1. All signs must be maintained by any property owner, lessor, lessee, manager, agent, or other person having lawful possession or control over a building, structure, or parcel of land, in a condition or state of equivalent quality to which was approved or required by the City.

2. All signs together with their supports and appurtenances shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded,

peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this Title.

3. Required landscaped areas contained by a fixed border, curbed area, wall, or other perimeter structure must receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within three months of the plant's demise.

4. Failure to maintain a sign constitutes a violation of this Section and shall be subject to enforcement action, in which case the Director may order the removal of any sign that is not maintained in accordance with the provisions of this Title, pursuant to the provisions of Subsection 16.10.020.E (Removal of Illegal Signs).

5. The Director has the authority to order the repair, maintenance, or removal of any sign or sign structure that has become dilapidated or represents a hazard to safety, health, or public welfare as provided in Chapter 16.10 (Enforcement).

16.05 Standards for Permanent Signs

16.05.010 Applicability

A. Permanent signs shall comply with the sign area, height, number, type, and other requirements established in this Chapter.

B. Section 16.05.020 (Standards for Permanent Signs by Zoning District or Use) is organized into five parts as described below. Cross-references provide linkages between related standards.

1. Signs allowed in residential zoning districts;
2. Signs allowed in non-residential zoning districts;
3. Signs allowed in agricultural, open space, and public zoning districts; and
4. Signs allowed for meeting facilities in all zoning districts.

C. The following abbreviations are used throughout the tables in Section 16.05.020 (Standards for Permanent Signs by Zoning District or Use):

1. "SF" for square feet;
2. "LF" for linear feet; and
3. "FT" for foot or feet

16.05.020 Standards for Permanent Signs by Zoning District or Use

A. Signs Allowed in Residential Zoning Districts

The standards included in this Subsection apply to the permanent sign types allowed in all residential zoning districts.

Table 16.05.020-A: RD1, RD2, RD4.5 Single-Family Residential Zoning Districts

Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Freestanding Signs				
Monument Sign	1 sign per tract boundary street frontage	12.5 SF per sign face.	6 FT	Min. 5 FT behind the curb face of a private street or driveway Placed at the tract entrance or the intersection of boundary streets
Additional Standards for Monument Signs: 1. Non-illuminated or exterior illumination only. 2. Sign base must be min. 1.5 FT in height. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

Table 16.05.020-B: RD8, RD12, RD14 and RD20 Multi-Family Residential Zoning Districts

Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Building Mounted Signs				
Wall Sign	1 wall sign per street frontage	24 SF per sign face.	--	Placed below a parapet or the eave line
Additional Standards for Wall Signs: 1. Either 1 wall sign or 1 monument sign is allowed. 2. Non-illuminated or exterior illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Directory Sign	1 wall-mounted directory sign per street frontage	6 SF per sign face	5 FT Sign base must be min. 1.5 FT in height	Min. 5 FT behind the curb face of a private street or driveway On the street frontage or at the development's entrances
Freestanding Signs				

Table 16.05.020-B: RD8, RD12, RD14 and RD20 Multi-Family Residential Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Monument Sign	1 monument sign per street frontage	24 SF per sign face	6 FT Sign base min 1.5 FT in height	Min. 5 FT behind the curb face of a private street or driveway On the street frontage or at the development's entrance Developments located on a corner may have a monument sign on the corner
Additional Standards for Monument Signs: 1. Either 1 wall sign or 1 monument sign is allowed. 2. Non-illuminated or exterior illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Directory Sign	1 monument directory sign per street frontage	6 SF per sign face	5 FT	On the street frontage or at the development's entrance

B. Signs Allowed in Non-Residential Zoning Districts

The standards included in this Subsection apply to the permanent sign types allowed in all non-residential zoning districts.

Table 16.05.020-D: CN Neighborhood Convenience Center Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Building Mounted Signs				
Wall Sign – single-tenant buildings, multi-tenant buildings, and shopping centers	1 sign per business facing a street ROW or 1 sign at a public entrance facing a parking lot	1.5 SF of sign area for each LF of business face where the sign is placed, max. 150 SF Total length of a wall sign is max. 70% of the width of the business face upon which the sign is placed	--	Placed below a parapet or the eave line

Table 16.05.020-D: CN Neighborhood Convenience Center Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Additional Standards for Wall Signs: 1. Wall signs shall consist of individual channel letters affixed to the building face. 2. Individual letters within a wall sign shall not exceed the following heights: Wall Length — Height <35 FT — 2 FT 35 FT to 75 FT — 3 FT >75 FT — 4 FT 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Service Station Canopy Sign	1 sign per canopy face visible from the street ROW	12 SF	2 FT	Placed below a parapet or the eave line
Additional Standards for Service Station Canopy Signs: 1. Colored bands installed on the side of the canopy are not included in the total sign area. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Awning Sign	--	1 SF per LF of awning width (included in the total allowable sign area for building mounted signs)	--	Placed only above ground floor doors or windows Min. 8 FT clearance from bottom of the awning to finished grade
Additional Standards for Awning Signs: 1. May not be illuminated.				
Drive-through Identification Sign	1 sign	15 SF per sign face	Below a parapet or the eave line	Placed at the drive-through entrance
Additional Standards for Drive-through Identification Signs: 1. Letter height max. 1 FT. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Suspended Sign	1 per business	3 SF per sign face	--	Placed below a parapet or the eave line Min. 8 FT clearance from bottom of sign to finished grade
Window Sign	--	25% of the window area per building	--	Placed on the interior side of the window only [1]
Additional Standards for Window Signs: 1. Except holiday displays which may be on the window's exterior. Holiday displays must be removed 10 calendar days after the holiday.				
Freestanding Signs				

Table 16.05.020-D: CN Neighborhood Convenience Center Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Monument Signs - Shopping Centers < 3 acres	1 monument sign per street frontage	48 SF per sign face	10 FT Sign base min. 15% of total sign height	Min. 5 FT behind the curb face of a private street or driveway See Table B (Standards for Monument Signs)
Monument Signs - Shopping Centers ≥ 3 acres	1 monument sign for each 650 LF of street frontage or fraction thereof	75 SF per sign face	15 FT Sign base min. 10% of total sign height	Min. 5 FT behind the curb face of a private street or driveway Signs must be located min. 250 FT apart See Table B (Standards for Monument Signs)
Additional Standards for Monument Signs: 1. Individual letters must be min. 8-inches in height. 2. Internal or external Illumination allowed. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Freeway Pylon Sign - Single tenant and multiple tenant buildings	1 per lot or parcel	200 SF per sign face	20 FT [1]	Min. 5 FT behind the curb face of a private street or driveway
Freeway Pylon Sign - Commercial Centers	One per center	300 SF per sign face	45 FT [2]	Min. 5 FT behind the curb face of a private street or driveway
Additional Standards for Freeway Pylon Signs: 1. Min. depth of 100 FT and min. frontage width of 100 FT on a primary or secondary arterial street as defined by the Circulation Element of the City's adopted General Plan. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

End Notes:

[1] Except that when a sign is located next to an elevated freeway, the sign height may be increased an additional 1 FT for each foot the freeway is elevated above the sign's adjacent grade, not to exceed 40 FT in height.

[2] Except that when a sign is located next to an elevated freeway, the sign height may be extended an additional 1 FT for each foot the freeway is elevated above the sign's adjacent grade, not to exceed 60 FT in height.

Table 16.05.020-E: CG, RMU,, and BMU Commercial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Building Mounted Signs				

Table 16.05.020-E: CG, RMU,, and BMU Commercial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Wall Sign - Single tenant buildings	Primary wall sign: [1] sign per street frontage or 1 sign at a public entrance facing a parking lot; and Secondary wall sign: 1 sign on any other building face visible from a public street	2 SF of sign area for each LF of business face where the sign is placed – max. 150 SF	--	Placed below a parapet or the eave line
Wall Sign - Multiple tenant buildings	Primary wall sign: 1 sign per street frontage or 1 sign at a public entrance facing a parking lot; and Secondary wall sign: 1 sign on any other building face visible from a public street	2 SF of sign area for each LF of business face where the sign is placed – max. 150 SF The total length of a wall sign shall not exceed 70% of the width of the business face upon which the sign is placed.	--	Placed below a parapet or the eave line
Additional Standards for Wall Signs: 1. The Director may determine that additional wall signs are appropriate based on their function and use, including to identify services or facilities that are secondary in nature to a primary use, e.g. signs to identify a service department, parts department, loading area, or drop-off zone. 2. Wall signs shall consist of individual channel letters affixed to the building face. 3. Individual letters within a wall sign shall not exceed the following heights: Wall Length — Height <35 FT — 2 FT 35 FT to 75 FT — 3 FT >75 FT — 4 FT 4. Individual letters within a secondary wall sign, max 2 FT in height. 5. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Changeable Copy Sign	1 wall sign per business at the main theater entrance provided it is not readily visible from the ROW	10 SF for each theater, max. 200 SF	--	Placed below a parapet or the eave line
Additional Standards for Changeable Copy Signs: 1. Internal or external illumination allowed. 2. The minimum/maximum individual letter height shall be as determined appropriate by the Director, keeping in mind the proportion of letter area to the overall sign background area.				
Service Station Canopy Sign	1 sign per canopy face visible from the street ROW	12 SF	2 FT	Placed below a parapet or the eave line
Additional Standards for Service Station Canopy Signs: 1. Colored bands installed on the side of the canopy are not included in the total sign area. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

Table 16.05.020-E: CG, RMU,, and BMU Commercial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Awning Sign	--	1 SF per LF of awning width (included in the total allowable sign area for building mounted signs)	--	Placed only above ground floor doors or windows Min. 8 FT clearance from bottom of the awning to finished grade
Additional Standards for Awning Signs: 1. Non-illuminated only.				
Drive-through Identification Sign	1 sign	15 SF per sign face	Below a parapet or the eave line	Placed at the drive-through entrance
Additional Standards for Drive-through Identification Signs: 1. Letter height max. 1 FT. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Suspended Sign	1 per business	3 SF per sign face	--	Placed below a parapet or the eave line Min. 8 FT clearance from bottom of sign to finished grade
Additional Standards for Suspended Signs: 1. Non-illuminated or external illumination only. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Window Sign	--	25% of the window area per building	--	Placed on the interior side of the window only [1]
Additional Standards for Window Signs: 1. Except holiday displays which may be on the window's exterior. Holiday displays must be removed 10 calendar days after the holiday.				
Freestanding Signs				
Monument Sign - Single tenant buildings	1 sign per building	75 SF per sign face	10 FT	Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Multiple tenant buildings	1 sign per building	75 SF per sign face	10 FT	Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Shopping Centers < 3 acres	1 sign per street frontage	48 SF per sign face	10 FT Sign base min. 15% of total sign height	Min. 5 FT behind the curb face of a private street or driveway

Table 16.05.020-E: CG, RMU,, and BMU Commercial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Monument Sign - Shopping Centers ≥ 3 acres	1 sign for each 650 LF of street frontage, or fraction thereof	75 SF per sign face	15 FT Sign base min. 10% of total sign height	Min. 5 FT behind the curb face of a private street or driveway Signs must be located min. 250 FT apart
Monument Sign - Regional Commercial Centers [1]	As determined appropriate by the Planning Commission			
Additional Standards for Monument Signs: 1. Individual letters within a wall sign shall not exceed the following heights: Wall Length — Height <35 FT — 2 FT 35 FT to 75 FT — 3 FT >75 FT — 4 FT 2. Individual letters must be min. 8-inches in height. 3. Internal or external Illumination allowed. 4. The design standards in Chapter 16.06 (General Sign Design Standards) also apply. 5. For multi-tenant buildings, the sign area devoted to each tenant space must be proportional to the area of the building occupied by the tenant. 6. May include a changeable copy sign (see below).				
Freeway Pylon Sign - Single & multiple tenant buildings	1 per lot or parcel	200 SF per sign face	20 FT [2]	
Freeway Pylon Sign - Commercial Centers	One per center	300 SF per sign face.	45 FT [3]	
Freeway Pylon Sign - Regional Commercial Centers [1]	As determined appropriate by the Planning Commission			
Additional Standards for Freeway Pylon Signs: 1. Min. depth of 100 FT and min. frontage width of 100 FT a primary or secondary arterial street as defined by the Circulation Element of the City's adopted General Plan. 2. Non-illuminated or internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Changeable Copy Sign	1 sign incorporated into a monument sign	10 SF for each theater, max. 200 SF	10 FT	
Additional Standards for Changeable Copy Signs: 1. May be freestanding or incorporated into a monument sign. 2. Internal or external illumination allowed. 3. Min./max. letter height to be determined by the Director based on the proportion of letter area and the area of the sign background.				

Table 16.05.020-E: CG, RMU,, and BMU Commercial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Drive-through Menu Board Sign	1 sign	45 SF per sign face	6 FT	
Additional Standards for Drive-through Menu Board Signs: 1. Internal illumination only. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

End Notes:

[1] Building Mounted and Freestanding Signs for regional commercial centers shall be reviewed and acted upon by the Planning Commission. While generally following City sign regulations and policy, the Planning Commission may vary the requirements of this Chapter, recognizing the unique characteristics of regional uses.

[2] Except that when a sign is located next to an elevated freeway, the sign height may be extended an additional 1 FT for each foot the freeway is elevated above the sign's adjacent grade, not to exceed 40 FT in height.

[3] Except that when a sign is located next to an elevated freeway, the sign height may be extended an additional 1 FT for each foot the freeway is elevated above the sign's adjacent grade, not to exceed 60 FT in height.

Table 16.05.020-F: BP – Business Park Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Building Mounted Signs				
Wall Sign - Single and multiple tenant buildings	1 sign per business facing a street ROW or 1 sign at a public entrance facing a parking lot.	One SF of sign area for each LF of business face where the sign is placed – max. 150 SF	--	Placed below a parapet or the eave line
Additional Standards for Building Mounted Signs: 1. Wall signs shall consist of individual channel letters affixed to the building face. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Service Station Canopy Sign	1 sign per canopy face visible from the street ROW	12 SF	2 FT	Placed below a parapet or the eave line
Additional Standards for Service Station Canopy Signs: 1. Colored bands installed on the side of the canopy are not included in the total sign area. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

Table 16.05.020-F: BP – Business Park Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Awning Sign	--	1 SF per LF of awning width (included in the total allowable sign area for building mounted signs)	--	Placed only above ground floor doors or windows Min. 8 FT clearance from bottom of the awning to finished grade
Additional Standards for Awning Signs: 1. May not be illuminated.				
Drive-through Identification Sign	1 sign	15 SF per sign face	Below a parapet or the eave line	Placed at the drive-through entrance
Additional Standards for Drive-through Identification Signs: 1. Letter height max. 1 FT. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Freestanding Signs				
Monument Sign - Single tenant buildings	1 sign per building	75 SF per sign face	--	On the primary street frontage Min. 5 FT behind the curb face of a private street or driveway
Monument Sign – Business Park	1 monument sign per street frontage	30 SF per sign face.	5 FT	Min. 5 FT behind the curb face of a private street or driveway Placed at the business park street entrance or at a street intersection
Monument Sign - Mixed use developments	1 monument sign per street frontage	48 SF per sign face	10 FT Sign base min. 15% of total sign height	Min. 5 FT behind the curb face of a private street or driveway
Additional Standards for Monument Signs: 1. Individual letters must be min. 8 inches in height. 2. Internal or external Illumination allowed. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

Table 16.05.020-G: M1, M2 and EMU Industrial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	**Sign Placement**
Building Mounted Signs				
Wall sign - Single tenant buildings, lots < 10 acres	1 sign per street frontage [1] Within industrial parks, buildings without a street frontage – 1 one wall sign per building frontage served by a main drive aisle for 3 or more buildings, max. 2 signs per building	1 SF of sign area for each LF of business face where the sign is placed – max. 150 SF	--	Placed below a parapet or the eave line
Wall sign - Single tenant buildings, lots ≥ 10 acres	1 wall sign per street frontage and 1 monument sign at the primary entrance Within industrial parks, buildings without a street frontage – 1 one wall sign per building frontage served by a main drive aisle for 3 or more buildings, max. 2 signs per building	1 SF of sign area for each LF of business face where the sign is placed – max. 150 SF	--	Placed below a parapet or the eave line
Wall sign - Multiple tenant buildings	1 wall sign per business per street frontage or at a public entrance, not to exceed 2 signs	0.5 SF of sign area for each LF of business face where the sign is placed; or Max. 6 SF if a monument sign is used		Placed below a parapet or the eave line Placed at the business entrance facing a public street
Wall sign - Retail Uses in Industrial Zones	Signs for retail and service uses in industrial zones must comply with the requirements specified in Table 16.05.020-E (CG, CR, CS and MU Commercial Zoning Districts).			

Table 16.05.020-G: M1, M2 and EMU Industrial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	**Sign Placement**
Additional Standards for Wall Signs: 1. 1 monument sign per street frontage is allowed. 2. The max. individual character/letter height within a sign for multi-tenant buildings is 2 FT. 3. If an existing sign for a retail use is increased in area, the design of the combined sign shall be such that the sign appears as a wholly integrated sign and not as a separate addition or rider to the primary sign. 4. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Service Station Canopy Sign	1 sign per canopy face visible from the street ROW	12 SF	2 FT	Placed below a parapet or the eave line
Additional Standards for Service Station Canopy Signs: 1. Colored bands installed on the side of the canopy are not included in the total sign area. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Awning Sign	--	1 SF per LF of awning width (included in the total allowable sign area for building mounted signs)	--	Placed only above ground floor doors or windows Min. 8 FT clearance from bottom of the awning to finished grade
Additional Standards for Awning Signs: 1. Non-illuminated only.				
Drive-through Identification Sign	1 sign	15 SF per sign face	Below a parapet or the eave line	Placed at the drive-through entrance
Additional Standards for Drive-through Identification Signs: 1. Letter height max. 1 FT. 2. Internal illumination only. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Freestanding Signs				
Monument Sign - Single tenant buildings, lots < 10 acres	1 monument sign per street frontage and 1 wall sign per street frontage	75 SF per sign face	5 FT	On the primary street frontage Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Single tenant buildings, lots ≥ 10 acres	1 monument sign at the primary entrance and 1 wall sign per street frontage	75 SF per sign face	5 FT	On the primary street frontage Min. 5 FT behind the curb face of a private street or driveway

Table 16.05.020-G: M1, M2 and EMU Industrial Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	**Sign Placement**
Monument Sign - Multiple tenant buildings	1 monument sign	75 SF per sign face	10 FT	On the primary street frontage Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Industrial parks < 10 acres	1 monument sign per street frontage	75 SF per sign face	10 FT	Placed at the project entrance or intersection of boundary streets. Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Industrial parks ≥ 10 acres	1 monument sign per main street entrance(s) into the industrial park and at the intersection of boundary streets	75 SF per sign face.	10 FT	Signs must be located min. 250 FT apart Min. 5 FT behind the curb face of a private street or driveway
Monument Sign - Retail uses in Industrial Zones[1]	Signs for retail and service uses in industrial zones must comply with the requirements specified in Table 16.05.020-E (CG, RMU, and BMU Commercial Zoning Districts).			
Additional Standards for Monument Signs: 1. The design standards in Chapter 16.06 (General Sign Design Standards) also apply. 2. Internal or external Illumination allowed. 3. For multi-tenant buildings, the sign area devoted to each tenant space must be proportional to the area of the building occupied by the tenant. 4. If an existing sign for a retail use is added to, the design of the combined sign shall be such that the sign appears as a wholly integrated sign and not as a separate addition or rider to the primary sign.				

End Notes:

[1] For retail uses in an industrial park, only either 1 wall sign or 1 monument or landscape wall sign per street frontage is allowed.

Table 16.05.020-H: AD - Airport Development Zoning District	
Use Type	Standards
Commercial uses	Signs for airport related commercial office, retail and service uses must comply with the requirements specified in Table 16.05.020-E (CG, CR, CS and MU Commercial Zoning Districts).
Industrial and general aviation uses	Signs for airport related commercial office, retail and service uses must comply with the requirements specified in Table 16.05.020-G (M1, M2, and EMU Industrial Zoning Districts).
Additional Standards for the Airport Development Zoning District: 1. Painted signs are also allowed in the AD zoning district.	

C. Signs Allowed in in Agricultural, Open Space, and Public Zoning Districts

The standards included in this Subsection apply to the permanent sign types allowed in all residential agricultural, open space, and public zoning districts.

Table 16.05.020-J: AG General Agricultural Zoning District				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Freestanding Signs				
Monument Sign	1 sign per street frontage	12.5 SF per sign face.	8 FT	On the primary street frontage Min. 5 FT behind the curb face of a private street or driveway
Additional Standards for Monument Signs: 1. Non-illuminated or exterior illumination only. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				

Table 16.05.020-K: OS1 and OS2 Open Space Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Freestanding Signs				

Table 16.05.020-K: OS1 and OS2 Open Space Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Monument Signs - Regional and Community Parks [1]	1 sign per boundary street frontage	75 SF per sign face	15 FT	Min. 5 FT behind the curb face of a private street or driveway Placed at the street entrance or intersection of boundary streets
Additional Standards for Monument Signs: 1. The design standards in Chapter 16.06 (General Sign Design Standards) also apply. 2. Internal or external Illumination allowed. 3. May include an electronic message board.				
Electronic Message Boards	Refer to applicable standards in Subsection 16.04.030.F (Electronic Message Boards)			
Directional Signs	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts).			
Pedestrian Signs	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts).			
Window Signs	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts).			
Monument Signs - Neighborhood Parks	1 sign per boundary street frontage	30 SF per sign face	6 FT	Min. 5 FT behind the curb face of a private street or driveway Placed at the street entrance or intersection of boundary streets
Additional Standards for Monument Signs: 1. Exterior illumination or backlit (halo) illuminated letters only. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Monument Signs - Fairgrounds	1 sign	115 SF per sign face	10 FT	Min. 5 FT behind the curb face of a private street or driveway
Additional Standards for Monument Signs: 1. Exterior illumination or backlit (halo) illuminated letters only. 2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Electronic Message Board - Fairgrounds	Max 1 integrated into the monument sign	Max. area is 50% of the total sign area of the monument sign	--	--
Additional Standards for Electronic Message Boards: I. Refer to applicable standards in Subsection 16.04.030.F (Electronic Message Boards).				

Table 16.05.020-K: OS1 and OS2 Open Space Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Permanent Signs for Other Uses	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts).			

Table 16.05.020-L: P - Public Zoning District	
Building Mounted Signs [1]	
Building mounted signs in Government or Public Facilities, except Public Parks in the OS1 and OS2 Open Space Zoning Districts (See Section 16.05.020-K (OS1 and OS2 Open Space Zoning Districts)	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts)
Freestanding Signs [1]	
Freestanding signs in Government or Public Facilities, except Public Parks in the OS1 and OS2 Open Space Zoning Districts (See Section 16.05.020-K (OS1 and OS2 Open Space Zoning Districts)	Must comply with the requirements specified in Table 16.05.020-E (CG, CR and CS Commercial Zoning Districts)

End Notes:

[1] Standards for building mounted and freestanding signs for all other uses in the Public zoning district shall be applied based on the sign standards for the zoning district in which the use would be allowed and categorized, as determined by the Director. For example, signs for a senior housing use would be based on the standards established in Table 16.05.020-B (RD8, RD12, RD14, and RD20 Multi-Family Residential Zoning Districts), while signs for an office use would be based on the standards established in Table 16.05.020-C (CO Commercial Office Zoning District).

D. Signs Allowed for Meeting Facilities in All Zoning Districts

The standards included in this Subsection apply to the permanent sign types allowed for meeting facilities.

Table 16.05.020-M: Meeting Facilities in All Zoning Districts

Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Meeting Facilities [1]				
Wall Sign - Single Tenant Buildings	1 sign per street frontage	30 SF per sign face	--	Placed below a parapet or the eave line
Wall Sign - Multiple Tenant Buildings	1 sign per street frontage	30 SF per sign face	--	Placed below a parapet or the eave line
Additional Standards for Wall Signs: 1. Either 1 wall sign or 1 monument sign per street frontage is allowed. 2. Primary and secondary wall signs must be constructed of individual channel letters affixed to the building. 3. The max. individual character/letter height within a sign for multi-tenant buildings is 2 FT. 4. Signs shall either be exterior illuminated or have backlit (halo lighting) letters. 5. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Monument Sign - Single Tenant Buildings	1 sign per street frontage, including 1 changeable copy sign	30 SF per sign face; changeable copy sign max. 50% of the total allowable sign area per sign face	6 FT	--
Monument Sign - Multiple Tenant Buildings	1 sign per street frontage, including 1 changeable copy sign [2]	30 SF per sign face; changeable copy sign max. 50% of the total allowable sign area per sign face	6 FT	--
Additional Standards for Monument Signs: 1. Either 1 wall sign or 1 monument sign per street frontage is allowed. 2. Signs shall either be exterior illuminated or have backlit (halo lighting) letters. 3. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.				
Permanent Banner Signs	3 signs visible from street ROW; unlimited when not visible from street ROW	150 SF per sign face (2 SF per sign face for each LF of building wall upon which the banner is placed) Total length shall not exceed 70% of the width of the building wall feature upon which the banner is placed	--	Placed below a parapet or the eave line

Table 16.05.020-M: Meeting Facilities in All Zoning Districts				
Sign Type	Number of Signs (max.)	Sign Area (Max.)	Sign Height (Max.)	Sign Placement
Additional Standards for Permanent Banner Signs: 1. A temporary banner must not be displayed at the same time on the same building face where a permanent banner is located. 2. A plan must be submitted with a sign permit application that includes a site plan that shows the location, type, and dimensions of all existing signage along with photos of all existing signs. 3. Banners will be reviewed for compatibility with all existing signage and adjacent land uses. 4. Banners must be framed on all four sides of the banner and securely mounted to the building wall. 5. Banners must be proportional and centered on the building wall feature where it is placed. 6. The banner and frame must be well maintained. 7. Decorative lighting features are allowed provided that they are compatible with the building's architecture and the light source is mounted and shielded to confine all direct light rays to the sign face and away from streets and adjacent properties.				
Off-Site Directional Signs	2 signs per building	1.5 SF per sign face (0.75 FT high by 2 FT wide)	As deemed appropriate by the City Engineer	Subject to approval of an encroachment permit by the City Engineer
Additional Standards for Off-Site Directional Signs: 1. Signs shall consist of white letters on a blue background. 2. The tenant shall pay a fee to cover the City's cost for sign installation. 3. The tenant shall be responsible for the cost of replacements of the sign if and when it is no longer maintainable by the City.				

End Note:

[1] A meeting facility may be allowed larger signage if approved under a sign program through the Planning Commission.

[2] One monument sign if a meeting facility occupies more than 70% of buildings located within a business/industrial park, including one manual reader board.

16.06 General Sign Design Standards

16.06.010 Applicability

A. The standards established in this Chapter apply to all permanent signs. These standards complement the mandatory sign regulations established in Section 16.05.020 (Standards for Permanent Signs by Zoning District or Use).

B. These general sign design standards will be utilized during the City's review of a sign program or sign plan to ensure the highest level of design quality, while at the same time providing the flexibility necessary to encourage creativity on the part of the sign designer. However, unless there is a compelling reason, these design standards must be observed.

16.06.020 Sign Design Standards for all Permanent Signs

A. General Design Standards

1. **Use a Brief Message**
   The fewer words used, the more effective the sign. A sign with a brief message is quicker and easier to read, looks cleaner, is more effective in conveying its message, and is more attractive.

2. **Avoid Overly Intricate or Faddish/Peculiar Fonts**
   Signs utilizing very intricate font styles are generally difficult to read and reduce a sign's ability to communicate effectively. Signs with faddish or peculiar fonts may look good today, but soon go out of style, and the image conveyed may quickly become that of a dated and unfashionable business

3. **Emphasize One Line of Text**
   with more than one line of text should emphasize one line over the others to enhance the message conveyed.





Figure H. Examples of well-designed signs with a brief message and simple font style

4. **Limit the Number of Fonts**
   The primary purpose of a sign is to quickly convey information to motorists and pedestrians. The use of more than two font styles makes the sign harder to read.

5. **Sign Colors and Materials**
   Sign colors and materials must be selected so that they contribute to sign legibility and design integrity. Even the most carefully thought out sign may be unattractive and a poor communicator because of poor color selection. Too many different colors compete with the sign's content for a viewer's attention and makes the sign less effective.

6. **Provide Contrast Between Background and Letters/Symbols** Effective signs use high contrast between the sign's letter/symbol color and its background color. If there is little contrast in the hue (shade or tint) and intensity (brightness) between the background and letter/symbol colors, it will be difficult to read in accordance with Subsection 16.04.040.B.

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Figure I. Examples of well-designed signs with a simple color palette, limited fonts, and good contrast

7. **Graphic Relief in Sign Design**
The use of individual lettered business and logo design, or where appropriate, signs containing sign copy, logo, and/or decorative embellishments in relief on the face of the sign enhances the readability of the sign and projects a positive image of the business or use. Signs must be designed to provide three-dimensional relief, i.e. be raised above, or set below the sign background.



Figure J. Examples of raised letter signs

8. **Sign Placement**
Signs must be placed at or near the entrance of a site or building to show the most direct access to the business.



9. **Complementary Sign Design**
   Where there is more than one sign for a business (e.g., single tenant buildings) or group of businesses (e.g., multiple tenant buildings, commercial centers, or business or industrial parks), all signs must be designed to be complementary to one another in the following ways:

   a. Type of construction materials used in the sign body, sign copy, sign base, supports, etc.);

   b. Letter size and style of copy;

   c. Method and design of sign support (wall mounting or monument base);

   d. Configuration of sign area; and

   e. Proportion of sign copy area to background.

10. **Proportion, Scale and Rhythm of Sign Placement**
    Signs must be placed consistent with the proportions and scale of building elements within a building's façade:

    a. A large sign may fit well on a large, plain wall area, but could overpower the finer scale and proportion of if placed above a small storefront.

    b. Signs can be used to establish rhythm, scale, and proportion on a façade where these elements are weak in the building design. On buildings with plain façade, signs can be used to establish or continue appropriate design rhythm, proportion, and scale.

    c. The proportion of letter area to sign background area must be carefully considered. If the letters take up too much of the background area, they will be harder to read. Generally, large letters are not necessarily more legible than smaller ones. Letters must not appear to occupy more than 70 percent of the sign's background area.



Figure L. Examples of a signs with good proportion, scale and rhythm

11. **Artistry and Innovation**
    The use of artistry and innovation in sign design will make the sign stand out and

draw attention to the use or activity it is advertising, and it can improve the appearance of a building or neighborhood.

12. **Compatibility**
    Signs must be designed to be compatible with the overall appearance of the property upon which it is placed and the context of the surrounding area.

13. **Sign Scale**
    Signs must be designed and placed relative to who the intended viewer will be. Signs intended to be read by pedestrians, i.e. usually read from a distance of 15 to 20 feet, must be smaller in scale than a vehicle-oriented sign which is designed to be viewed from a much greater distance. In general, the closer the sign's viewing distance, the smaller the sign needs to be.

14. **Freestanding Signs**

    a. Freestanding signs must incorporate the materials and architectural features used in the building(s) they serve.

    b. Freestanding signs must be placed perpendicular to approaching vehicular traffic.

    c. Freestanding signs must be placed in raised planters of sufficient area, shape and design to provide a compatible setting to the signs. The following ratio of fully landscaped and irrigated planter area to sign area is required:

        i. Monument Signs – 2 square feet of planter area for each square foot of sign area (total of all sides);

        ii. Directory Signs-2 square feet of planter area for each square foot of sign area (one side only); and

        iii. Pylon Signs--As determined appropriate by the Director.



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15. **Building Mounted Signs**
    Building mounted signs such as wall and fascia signs must be designed to be compatible with the predominant visual elements of the building.

16.07 Standards for Portable Signs and Temporary Signs

16.07.010 Purpose

In addition to the Purpose of this Title (Section 16.01.030 (Purpose)), the City Council finds that the proliferation of portable and temporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. The purpose of these regulations is to ensure that portable and temporary signs do not create a distraction to the traveling public by eliminating the aesthetic blight and litter caused by portable and temporary signs.

16.07.020 General to All

A. General

1. Portable and temporary signs are allowed only in compliance with the provisions of this Division.

2. Temporary wall banner signs and the use of balloons require a permit. All other portable and temporary signs may be installed without a permit.

3. There is no limitation on the length of time that a portable sign or temporary window sign may be displayed. Time limitations for temporary wall banners are included in Table 16.07.030.B (Standards for Specific Portable and Temporary Sign Types).

4. Portable signs must not be placed on or affixed to any City property, including City rights-of-way.

B. Portable signs must not be placed in the clear view zone at street intersections or driveways. Refer to Section 16-03.010 (Location Restrictions).

C. Portable and temporary signs are not counted toward the total allowable sign area or number for permanent signs.

16.07.030 Standards for Portable Signs and Temporary Signs

Portable signs placed on private property are allowed in all zoning districts in compliance with the following standards:

A. Time, Place, and Manner Restrictions for Portable and Temporary Signs on Private Property

1. Portable signs on private property must comply with the standards provided in Table 16.07.030-A (Standards for All Portable and Temporary Signs on Private Property).

Table 16.07.030-A: Standards for All Portable and Temporary Signs on Private Property	
Applicable to All Zoning Districts	**Standard**
Placement	Must not create a hazard for pedestrian or vehicular traffic. Must not be placed on a sidewalk or pedestrian pathway. See Table 16.07.030-B (Standards for Specific Portable and Temporary Sign Types).
Height and width	Refer to Table 16.07.030-B (Standards for Specific Portable and Temporary Sign Types) for height and width standards for individual portable and temporary signs.
Prohibited elements	Any form of illumination, including flashing, blinking, or rotating lights. Animation. Reflective materials. Attachments, including, but not limited to, any balloons, ribbons, loudspeakers, etc.
Design and construction	Professionally crafted. Of sufficient weight and durability to withstand wind gusts, storms, etc. Must be maintained. Refer to Subsection 16.04.050.C (Maintenance).
Commercial, Industrial, and Other Non-Residential Zoning Districts	
Period of use	No limitation, except for wall banners and A-Frame Signs. Refer to Table 16.07.030.B (Standards for Specific Portable and Temporary Sign Types).
Area of all portable signs at any one time	Max. 24 SF per business; excludes the area of temporary window signs and temporary wall banner signs.
Number of Signs	Unlimited; except the total sign area of all portable signs must not exceed 32 SF per street frontage. Exception: Multi-tenant shopping centers or offices – Max. 2 portable signs per 150 linear feet of property frontage not to exceed 24 FT combined.
Permitting	Sign Permit is not required, except for wall banner signs.
All Residential Zoning Districts	
Period of use	No limitation.
Area of all portable signs at any one time	Max. 16 SF per lot or parcel.
Number of Signs	Unlimited; except the total sign area of all portable signs must not exceed 16 SF
Permitting	Sign Permit is not required.

2. Portable signs must comply with the standards provided in Table 16.07.030-B (Standards for Specific Portable and Temporary Sign Types).

Table 16.07.030-B: Standards for Specific Portable and Temporary Sign Types

	Standard			
Portable Sign Type[1]	**Height (Max.)**	**Width (Max.)**	**Area (Max.)**	**Zoning District where Allowed**
A-Frame Sign	42"	24"	7 SF	Only allowed in non-residential zoning districts.
Additional Standards for A-Frame Signs: 1. Must maintain a minimum 5-foot wide pedestrian walkway. 2. Not placed on or over any public street, sidewalk, parking lot, or required landscape area. 3. Only be displayed during business hours and must be removed during non-business hours.				
Balloons[2][3]	Not exceed the height limit for the zoning district	18" diameter	--	Only allowed in non-residential zones
Additional Standards for Balloons: 1. Permitted in conjunction with an allowed special event, as defined in Chapter 10.64 of the Chino Municipal Code. 2. Must only consist of individual balloons tied to a stationary object, a balloon arch anchored on each end, or other similar forms of display. 3. Must always be maintained in original display conditions. 4. Must not be cut loose or allowed to fly freely. 5. Balloons shall be maintained in original display conditions at all times. 6. Balloons shall not be cut loose or otherwise be allowed to fly freely.				
Balloon Displays	20 FT or above a roofline	18" in diameter	--	Only allowed in for new and used vehicle sales uses
Additional Standards for Balloon Displays: 1. Balloon displays shall only be allowed in conjunction with an approved Promotional Sale. 2. Must be maintained in original display conditions at all times. 3. Only allowed on Saturdays, Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, and Labor Day. 4. Max. 1 balloon display allowed per business. 5. May be displayed for max. 3 consecutive calendar days. Min. 30 calendar days between display periods. 6. Must be placed on and tethered to the ground and must not be placed on or over any public street, sidewalk, parking lot, or required landscape area. Not allowed on a rooftop. 7. Must always be maintained in original display condition. 8. Must not be cut loose or allowed to fly freely.				
Yard Sign – Type I	4 FT	2 FT	3 SF	Allowed in all zoning districts.
Additional Standards for Yard Signs – Type I: 1. Installed securely in or on the ground. 2. Placed on private property only and not be allowed within any street right-of-way or on any public property.				

Table 16.07.030-B: Standards for Specific Portable and Temporary Sign Types				
	Standard			
Portable Sign Type[1]	Height (Max.)	Width (Max.)	Area (Max.)	Zoning District where Allowed
Yard Sign – Type II	6 FT	2 SF	4 SF	Allowed in all zoning districts.
Additional Standards for Yard Signs – Type II: 1. Installed securely in or on the ground. 2. May be placed on private property only and shall not be allowed within any street right-of-way or on any public property.				
Yard Sign – Type III	6FT	8 FT	32 SF	Only allowed in non-residential zoning districts.
Additional Standards for Yard Signs – Type III: 1. Installed securely in or on the ground. 2. May be placed on private property only and shall not be allowed within any street right-of-way or on any public property.				
Number of Signs. See Table 16-07.030-A (Standards for All Portable and Temporary Signs on Private Property).				
Wall Banner – Type I	--	--	32 SF	Allowed in all zoning districts.
Additional Standards for Wall Banners – Type I: 1. May only be mounted on a building wall. 2. Must not be used as permanent signs. 3. Not included in the total sign area for all portable signs. 4. May be displayed for max. 30 consecutive calendar days 5. Wall Banner Temporary Sign Permit required.				
Wall Banner – Type II	--	--	150 SF	Allowed in CN, CG, RMU, BMU and CS zoning districts only.
Additional Standards for Wall Banners – Type II: 1. May only be mounted on a building wall. 2. Must not be used as permanent signs. 3. Not included in the total sign area for all portable signs. 4. Wall Banner Temporary Sign Permit required.				
Window Sign			Refer to End Note [4]	
Additional Standards for Window Signs: 1. Inside mounting required. 2. Not included in the total sign area for all portable signs.				

End Notes:

[1] Other portable sign types may be allowed (e.g. fuel pump topper signs or wraps around waste receptacles) provided the max. area limitation for all portable signs is not exceeded.

[2] This provision does not permit large inflatable objects, sky dancers, or other similar objects.

[3] Includes balloon bobbers.

[4] The area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 25% of the area of the window on or within which they are displayed.

3. Temporary model home complex/active residential subdivision signs in all residential zones must comply with the standards provided in Table 16.07.030-C (Standards for Temporary Model Home Complex/Active Residential Subdivision Signs in All Residential Zoning Districts).

Table 16.07.030-C: Standards for Temporary Model Home Complex/Active Residential Subdivision Signs in All Residential Zoning Districts

Sign Type	Number of Signs (max.)	Additional Standards
Yard Sign – Type I	I per lot or dwelling	See Table 16.07.030-B for additional standards
Yard Sign – Type II	I per lot or dwelling	See Table 16.07.030-B for additional standards
Yard Sign – Type III	I per boundary street frontage of the model home complex/active residential subdivision	See Table 16.07.030-B for additional standards
Flag	Max. 6 flag poles within the model home complex/active residential subdivision	1. Max. flag pole height is 20 FT 2. Max. 1 flag per flag pole

Additional Standards for Temporary Model Home Complex/Active Residential Subdivision Signs:

1. All temporary model home complex/active residential subdivision signs require sign plan approval from the Development Services Director. The application for sign plan approval must be included with the model home complex/active residential subdivision application.
2. The design standards in Chapter 16.06 (General Sign Design Standards) also apply.
3. All temporary model home complex/active residential subdivision signs must be removed upon the conversion of the model home(s) to a residential use and must be removed upon the close of escrow of the last lot in the subdivision or upon cessation of use, whichever comes first.
4. One non-illuminated wall sign is allowed, max. 4 SF placed on the elevation of a model home facing the street.
5. One window sign is allowed, max. 3 SF, or 1 additional Yard Sign Type I.

16.08 Sign Districts of Special Designation

16.08.010 Signs in Specific Plan Areas

All permanent and temporary signs within adopted specific plan areas must conform to the provisions of this Title as described below:

A. Permanent Signs
For all permanent signs within specific plan areas the standards for area, height, number of signs, sign placement, etc. established in the specific plan will apply. However, the Director may determine that the standards in this Title supersede the standards within the specific plan, if it is determined that the standards in this Title:

1. More effectively achieve the purposes established in Section 16.01.030 (Purpose); and

2. Ensure that the application of the sign standards is consistent with federal, state, and local legal requirements.

B. Portable and Temporary Signs
For all portable and temporary signs within specific plan areas the standards included in Chapter 16.07 (Standards for Portable signs and Temporary Signs) supersede any standards for these signs included within the specific plan.

16.08.020 Other Districts

Placeholder for future use.

16.09 Nonconforming Signs

16.09.010 Purpose and Intent

A. This Chapter establishes regulations for nonconforming signs that were lawful before the adoption or amendment of this Title, but which would be prohibited, regulated, or restricted differently in compliance with the current regulations.

B. The purpose of these provisions is to provide for the orderly termination of nonconforming signs to promote the public health, safety, and general welfare, and to bring nonconforming signs into conformity with the goals and policies of the City's adopted General Plan. The City Council has declared that nonconforming signs within the City are detrimental to both the general welfare of the citizens and their property, and to the orderly and creative development of the City. The City Council further declared that nonconforming signs must be eliminated as rapidly as possible without infringing upon the constitutional rights of property owners. In recognition of these declarations, it is the intent of this Chapter to:

1. Prevent the expansion of nonconforming signs to the maximum extent feasible;

2. Establish criteria under which nonconforming signs may be continued or expanded; and

3. Provide for the correction or removal of nonconforming signs in an equitable, reasonable, and timely manner.

16.09.020 Applicability

Nonconforming signs may be maintained, expanded upon, and/or abated only in accordance with the provisions of this Chapter.

16.09.030 Maintenance

A. Nonconforming signs are required to be maintained in good condition in compliance with Section 16.04.040 (Sign Installation and Maintenance). Maintenance of legal nonconforming signs shall be consistent with applicable California law. Nothing in this Title shall affect existing property or the right to its continued use for the purpose used at the time this Title takes effect, nor to make any reasonable repairs or alterations.

B. A legal nonconforming sign that has been damaged to the extent of more than 50 percent of the cost of reconstruction of the sign structure or is temporarily or permanently removed by any means, including "an act of God," must be removed or rebuilt, repaired, or replaced only in compliance with the provisions of this Title if an application for a sign permit to re-erect the sign is made within 6-months of its destruction.

16.09.040 Signs Previously Approved

Any sign erected and installed pursuant to a permit lawfully issued by the City prior to the enactment date of this Title (Insert Date) shall be treated as a conforming sign. All signs determined to be conforming signs may be continued, maintained, and repaired so long as the sign is not structurally altered or expanded.

16.09.050 Removal or Replacement of a Nonconforming Sign

Removal of a nonconforming sign, or replacement of a nonconforming sign with a conforming sign, is required when the use of the sign and/or the property on which the sign is located has been abandoned, ceased operations, become vacant, or been unoccupied for a period of 180 consecutive days or more as long as the period of non-use is attributable at least in part to the property owner, tenant, or other person or entity in control of the use. For purposes of this Section, rental payments or lease payments and taxes shall not be considered as a continued use. In the event this should occur, such conditions will be considered as evidence of abandonment, requiring removal of such sign by the owner of the property, his/her agent, or person having the beneficial use of the property, building or structure upon which such sign or sign structure is erected within 30 days after written notification from the Director. If, within the 30-day period, such sign(s) is (are) not removed, enforcement action shall be pursued.

A. Incentive for Replacement of a Nonconforming Freestanding Sign

1. As an incentive for the replacement of a nonconforming freestanding sign with a new sign that is in closer conformance with the area and height standards of Subsection 16.05.020.A (Standards for Permanent Signs by Zoning District or Use), a new freestanding sign may be approved and erected that is reduced in height and area by 10 percent of the existing nonconforming sign, or the area and height standards established in Subsection 16.05.020.A, whichever is larger.

2. The new replacement sign must only be located in the same place as the former nonconforming sign. Any nonconforming sign modified in accordance with the provisions of this Subsection will still be considered a nonconforming sign until full compliance with the area and height standards of Subsection 16.05.020.A (Standards for Permanent Signs by Zoning District or Use) has been achieved.

B. Abatement

1. Abatement of non-conforming signs shall be accomplished in the following manner:

   a. **Painted Signs.** Signs painted on buildings, walls and fences must be painted over in such a manner that the sign is no longer visible. The new painting must be applied so that the sign area blends with and is compatible with, the color scheme of the building.

   b. **All Other Signs.** All other signs not otherwise specified by this Section must be removed or altered to cause it to conform with the provisions of this Title.

2. Nothing in this Section shall prohibit the normal upkeep or repair of any sign, nor the painting or repainting of the face of the sign, during its lawful existence.

16.10 Enforcement

16.10.010 Purpose and Intent

The purpose of these provisions is to prescribe procedures for the enforcement of the provisions of this Title.

16.10.020 Authority

A. Planning Commission

1. The Planning Commission has jurisdiction of, and is responsible for, the administration of the regulations and provisions of this Title. As such, it has the power to exercise this jurisdiction and has the authority to act in its administrative capacity on sign plan and sign program approvals, sign variances, adjustments, and interpretations of this Title.

2. In exercising its jurisdiction, the Planning Commission shall adopt from time to time general rules and regulations relating to its procedure as may be deemed necessary.

3. The Director shall enforce the provisions of this Title.

B. Enforcement – Remedies

1. It shall constitute a violation of this Title, a misdemeanor and a public nuisance for any person or entity to erect, construct, enlarge, alter, repair, display, maintain, use or fail to remove after notice from the City, a sign within the City contrary to, or in violation of, any provision of this Title. Each day a violation continues shall constitute a separate and distinct violation. The requirements of this Title may be enforced pursuant to the enforcement provisions of this Chapter or as otherwise provided in this Code, including but not limited to, the provisions, remedies, and penalties of Chapter 1.12 (General Penalty).

2. The City may pursue any remedy available at law to enforce this Title, including injunctive relief, or any other such action or proceedings as the City determines necessary.

3. All remedies concerning enforcement of this Title shall be cumulative and not exclusive and may be used in lieu of or in addition to each other. The conviction and punishment of any person(s) shall not relieve such person(s) from the responsibility of correcting prohibited conditions or removing prohibited signs and shall not prevent the enforced correction or removal of these signs.

4. Any installation, placement, or construction in violation of this Title shall be subject to the issuance of a Stop Work Order in compliance with Section 12.02.100 (Stop work order).

C. Illegal Signs

1. **Nuisances**

The following signs shall be considered illegal and deemed to be a violation of this Code and a public nuisance:

a. **Unsafe Signs.** An unsafe sign is a sign determined by the Director to be any of the following:

   (i) A sign which poses a danger to the public or which could create a potential hazard;

   (ii) A sign erected without required permits; or

   (iii) A sign erected in the public right-of-way or on public property without specific written authorization from the City.

b. **Abandoned Signs.** An abandoned sign is a sign remaining in place for a period of 60-days, which no longer advertises or identifies an ongoing business, product, or service available on the premise where the sign is located.

c. **Unmaintained Signs.** An unmaintained sign is a sign that has not been kept in a proper state of preservation, free of damaged or broken components, and kept neatly painted and maintained.

d. **Illegally Erected Signs.** A sign is illegally erected if:

   (i) It violates any provision of this Title, except as provided by Section 16.09.040 (Signs Previously Approved);

   (ii) It does not have required permits; or

   (iii) It has been erected without first complying with all ordinances and regulations in effect at its time of construction, erection, or use. No sign that has been erected in violation of any previously existing sign ordinances or regulations shall, by virtue of the adoption of this Title, become conforming.

e. **Existing Illegal Signs.** Any business located on the same property where a sign has been determined by the Director to be illegal, shall not be granted a permit for additional signs until all illegal signs have been removed, except as follows:

   (i) The sign determined to be illegal is associated with a different business from that for which the permit for additional signage is sought, even though they may be located in the same center or complex; or

   (ii) The sign determined to be illegal is not owned or controlled by the permit applicant, and the permit applicant is not the agent of the person who owns or controls the illegal sign.

D. Abandoned Signs, Unmaintained Signs, and Illegally Erected Signs

1. **Notice to Remove**
The Director shall remove or cause the removal of any sign, constructed, placed or maintained in violation of this Title, except as provided in Subsection E (Removal of Unsafe Signs), in the following manner:

   a. Such sign may be removed 10 calendar days following the date of service of a written Notice of Violation to the owner of the sign, if known, at the last known address or to the owner of the property as shown on the latest equalized assessment roll of the San Bernardino County Tax Assessor's Office, or to the occupant of the property upon which such sign is located.

   b. A Notice of Violation shall be substantially in the following form:

NOTICE AND DEMAND FOR REMOVAL

Please take notice that the City of Chino requires you to remove the sign(s) located at _____. If you fail to remove said sign(s) within 10 calendar days from the date of this notice, the City of Chino shall proceed to abate and remove said sign(s) and shall require you to pay the costs of said removal. The City may cause such costs to become liens and special assessments against your property, and will recover from you, the costs for recording and collecting same.

You have 10 days from the date of this notice to appeal this demand to the Director. Failure to file a written appeal within 10 days constitutes a waiver of your right to appeal.

This notice is given without prejudice to any other right or remedy, which the City may have by reason of the illegal erection or maintenance of any sign.

2. **Service of Notice**
Notice required by this Subsection may be served in any one of the following manners:

   a. By personal service on the owner or person in charge or control of the property where the illegal sign is located; or on the person or agent who erected, maintained, or authorized the erection or maintenance of any sign in violation of this Title; or on the person or business receiving benefit from the sign; or

   b. By certified mail addressed to the owner or person in charge or control of the property were the illegal sign is located, at the address shown on the last available assessment roll of the San Bernardino County Assessor's Office, or as otherwise known; or addressed to the known place of business, residence or dwelling of the person or agent who erected, maintained or authorized the erection or maintenance of any sign in violation of this Title; or

c. By posting at a conspicuous place on the property where the illegal sign is erected or abutting the public right-of-way, for a period of 10 days, and advertisement in a newspaper of general circulation in the City, at least once a week for a period of two weeks.

3. **Appeal**

a. Within 10 days from the date of the Notice of Violation, any party who has received notice to remove an illegal sign may file a written appeal to the Director, showing cause as to why the illegal sign should not be required to be removed. The Director shall then set a hearing on the appeal.

b. The Director shall notify the appellant of the date, time and location of the hearing pursuant to the provisions of Subsection 16.10.020.D.2 (Service of Notice), conduct the hearing and rule on the appeal. The appealing party shall be entitled to attend and present testimony to support its appeal. The decision of the Director shall be final and conclusive.

c. Failure to file an appeal within the 10-day period, constitutes a waiver of the right to appeal, a failure to exhaust administrative remedies, and the Notice of Violation shall be deemed final.

4. **Right of Recovery**
Signs removed by the Director pursuant to this Section shall be stored for a period of 30 days, during which time they may be recovered by the owner upon payment to the City for costs of removal and storage. If not recovered by the owner prior to expiration of the 30-day period, the sign and supporting structure(s) shall be declared abandoned and title thereto shall vest to the City, and all costs of removal shall be billed to the owner.

E. Removal of Unsafe Signs
The Director may remove or cause the removal of any unsafe sign, or any other advertising structure that creates an immediate peril to persons or property, summarily and without notice. All costs of removal may be recovered pursuant to the provisions of Section 8.50.120 (Collection of Costs of Abatement).

F. Charges for Costs of Abatement

1. Following abatement of any sign erected or maintained in violation of this Title, the Director shall serve, pursuant to Subsection 16.10.020.D.2 (Service of Notice), the person who erected, maintains, or authorized the erection or maintenance of the illegal sign, or the person or business receiving benefit from the sign, a statement of the costs of abatement.

2. The statement of costs shall charge the fee established by resolution of the City Council for the abatement of illegal signs. However, should the cost of abatement of an illegal sign exceed the fee adopted by City Council resolution, the statement of costs shall charge the actual cost of abating the illegal sign.

3. The cost of abating an illegal sign shall become a debt in favor of the City and against each person who erected or authorized the erection or maintenance of the

illegal sign. Payment of the costs of abatement shall be due upon presentation of the statement of costs.

G. Collection of Costs for Abatement

The City is entitled to recover all costs related to, arising out of, or incurred by the City while enforcing any provision under this Chapter. The City reserves the right to utilize all remedies and cost recovery options available to the City by law or in equity, including, but not limited to, those provided in Chapter 8.50 (Maintenance of Real Property) of this Code.

16.11 Definitions

16.11.010 Definitions A

Active Single-Family Residential Subdivision. A subdivision consisting of single-family lots that are offered for sale to the public by a homebuilder or the master developer of the subdivision.

Auto Mall (Auto Center). A group of new-car dealerships (incidental used-car sales may be allowed), which meet all of the following criteria:

A. Dealerships must be located within a one-half mile radius of one another;

B. At least two dealerships must be located on contiguous lots or parcels, or across the street from each other, or the area must be planned for auto mall development, as determined by the Planning Commission or City Council;

C. Each dealership must have separate and distinct office, sales, display and service facilities (common employee and customer parking, and product storage facilities are encouraged); and

D. An auto center association shall be formed and appropriate Covenants, Conditions, and Restrictions (CC&R), or similar documents establishing the purpose and restrictions of the association, shall be entered into by its members. The purpose of the association is to jointly market the sales of automobiles, operate and maintain any approved auto mall (auto center) signs, maintain common areas/facilities, enforce CC&R's and regulate operations and uses.

16.11.020 Definitions B

Balloon. A brightly colored bag made of flexible material, inflated with air or other gas and sealed, often to make it rise in the air.

Balloon Bobber. See Sign, Balloon Bobber.

Balloon Display. Two or more individual balloons tied to a stationary object.

Ballot Measure. Any proposal requiring the votes of the residents of the City, other than a candidate, as defined in this Ordinance.

Banner. A flexible, non-adhesive sign of lightweight fabric or similar material typically supported at two or more points and attached to a building, wall, or fence or otherwise suspended down or across its face for temporary advertising purposes.

Billboard. See Sign, Billboard.

Building Face. The exterior elevation (front, rear, or side) of a building in which a business is located.

Building Frontage. The portion of a building on, adjacent to, or oriented toward a street.

Building Official. The Building Official of the City of Chino, or his or her designee.

Business Frontage. The portion of a building where the main or primary entry into a building or tenant space is located. For the purposes of this Title, not more than one point of entry may be designated as the main entry.

16.11.030 Definitions C

Channel Letters. Three dimensional, individually manufactured letters or figures with an open back which may contain a light source to provide light onto the sign background against which the channel letters are silhouetted.

City Council. The City Council of the City of Chino.

City Engineer. The City Engineer of the City of Chino, or his or her designee.

Commercial Center (Commercial Complex). A development within a commercial zone or land use district of two or more buildings, or a single building divided into five or more tenant spaces, constructed by a single developer or group of developers and designed to function as a single cohesive unit in terms of access, parking, landscaping, property and landscape maintenance, and architecture, regardless of the subsequent subdivision. The terms "commercial center" and "commercial complex" may be used interchangeably.

Commercial Message. A message conveyed by any sign that is solely intended to interest, entice, or solicit any person to participate in commercial transactions with a business, including, but not limited to offers of goods, cash, discounts on products or services, or other items, including the offering of free goods or services made in exchange for or with the intent to induce the recipient's willingness to receive information relating to a possible commercial transaction.

Convention Facility. A commercial facility used for assemblies or meetings of the members or representatives of groups, including exhibition space. The term does not include banquet halls, clubs, lodges, or other meeting facilities of private or non-profit groups that are primarily used by group members.

16.11.040 Definitions D

Director. The Director of the Development Services Department of the City of Chino, or his or her designee.

16.11.050 Definitions E

Eave Line. The bottom of a roof eave (overhang).

Electronic Message Board. A sign or portion of a sign that is capable of changing by electronic or automatic means the characters, letters, numbers, illustrations, display, color, and/or light intensity.

16.11.060 Definitions F

Flag. A fabric sheet of square, rectangular, or triangular shape that is typically mounted on a pole.

Freeway. A roadway, which is declared to be in compliance with the California Streets and Highways Code.

Frontage. The length of a lot line abutting a public street right-of-way, excluding alley rights-of-way. The terms "frontage" and "street frontage" are interchangeable.

16.11.070 Definitions G

No specialized terms beginning with "G" are defined.

16.11.080 Definitions H

Halo Illumination. A form of sign illumination in which neon tubing, LED, or similar lights are mounted within the letter to illuminate the mounting surface causing a halo of light around the letter.



Figure N. Examples of halo illumination

Historical Plaques. A sign that memorializes a person, event, former use of a place, or something else of historical significance.

16.11.090 Definitions I

Industrial Park (Industrial Complex). A development within an industrial zone or land use district, consisting of two or more buildings, constructed by a single developer or group of developers and designed to function as a single cohesive unit in terms of access, parking, landscaping, property and landscape maintenance, and architecture, regardless of the subsequent subdivision. The terms "industrial park" and "industrial complex" may be used interchangeably.

16.11.100 Definitions J

No specialized terms beginning with "J" are defined.

16.11.110 Definitions K

No specialized terms beginning with “K” are defined.

16.11.120 Definitions L

Laser Light Display. A display that emits light through the use of a laser beam(s).

LED (Light Emitting Diode). A semiconductor diode that emits light when a voltage is applied to it.

LED Strip Lighting. Surface mounted LED lights on a long thin based that may be used as accent lighting, backlighting, task lighting, and decorative lighting.

Logo. A stylized group of letters, words, numbers, or symbols used to represent and distinguish a business or product.

16.11.130 Definitions M

Mixed Use Development. A single building containing more than one type of land use or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated as to the use of shared vehicular and pedestrian access and parking areas.

Meeting Facilities. Facilities for public or private meetings, including community centers; civic and private auditoriums; lodges or fraternal associations; union halls; meeting halls for clubs and other membership organizations; religious institutions, and similar size facilities. Also includes functionality related internal facilities such as kitchens, multi-purpose rooms and storage. Does not include conference and meeting rooms accessory and incidental to another primary use that are typically used only by on-site employees and clients and occupies less floor area on the site than the offices they support, or commercial recreation facility or convention facilities.

Model Home. A dwelling temporarily used as a sales office and/or as an example of dwelling units available for sale within a residential development that is under construction for on-site sales

Multiple Tenant Building. A building wherein two or more separate and independently owned, rented, leased, or operated commercial occupancies are contained.

16.11.140 Definitions N

Neon. An illumination source created when a glass tube filled with neon or other similar gas emits light when energized. The tube can be bent to form letters, symbols, or other shapes.

16.11.150 Definitions O

Office Building. A building containing two or more separate, independently owned, rented, leased or operated commercial or professional tenants, in which the lease area of a majority of said occupants is accessed from the interior of the building as opposed to direct access from a street or parking lot.

16.11.160 Definitions P

Pan Channel Letter. A specific type of sign letter consisting of a metal pan enclosure fabricated in the shape of a letter. The metal pan enclosure is used to house the lighting and electrical components of the letter and can be mounted directly to wall of a building. The sign face is usually made out of colored plastic is attached to the metal pan to seal it off from pests and harsh weather.

Planning Commission. The Planning Commission of the City of Chino.



Figure O. Examples of signs with pan channel letters

Planning Jurisdiction. The area within the corporate boundaries of the City of Chino.

Professionally crafted sign. A temporary or permanent sign that is made to a high standard by a competent individual(s) skilled in sign design, fabrication, and installation.

16.11.170 Definitions Q

No specialized terms beginning with "Q" are defined.

16.11.180 Definitions R

Raceway. An enclosed conduit for electrical wiring.

Regional Commercial Center. A development within a commercial zone or land use district which is designated on the City's adopted General Plan Land Use Map as a regional commercial land use.

Residential Complex. Mobile home parks, apartment buildings, common interest developments, or other similar residential developments of five or more dwelling units constructed by a single developer or group of developers and designed to function as a single cohesive unit in terms of access, parking, landscaping, property and landscape maintenance, and architecture, regardless of the subsequent subdivision.

Roofline. The upper edge of any building wall or parapet for a flat-roof structure; or the ridgeline of a gable roof structure.

16.11.190 Definitions S

Shopping Center. A group of commercial establishments planned, developed and managed as a unit with off-street parking provided on the property.

Sign. A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, ideological, political, or social information, or direct or attract attention to an object, person, institution, business, product, service, message, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, or illumination.

Sign, A-Frame. A pedestrian oriented sign that is not permanently affixed to a structure or the ground to advertise special goods, services, or products offered on the site. (Synonym: Sandwich Board Sign).



Figure P. Example of an A-Frame sign

Sign, Balloon Bobber. A reusable pre-formed balloon with regular air made of a durable PVC vinyl that does not need to be inflated, and typically attached to a short pole.

Sign, Billboard. A permanent structure for the display of off-premises advertising.

Sign, Bootleg. Any advertising sign that is placed on public property or on private property without the consent of the property owner or as authorized in this Title.

Sign, Building Identification. A sign consisting of letters or numbers applied to a building wall, engraved into the building material, or consisting of a sculptural relief which contains the name of the building or describes its function, but which does not advertise any individual tenant of the building or any products or services offered.





Figure Q. Examples of building identification signs

Sign, Building Mounted. Sign attached to, connected to, erected against the wall, parapet, or fascia of a building or structure with the exposed face of the sign in a plane parallel to the vertical face of the building or structure.

Sign, Changeable Copy. A sign that is designed so that characters, letters, numbers, or illustrations can be manually or mechanically changed or rearranged without altering the face or surface of the sign.

Sign, Directional. A sign erected to inform the viewer of the approximate route, direction, or location of a facility.

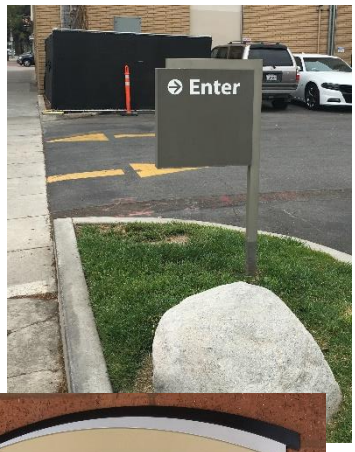


Figure R. Example of a directional sign

Sign, Directory. A sign listing the tenants or occupants and their suite numbers of a residential, commercial, or industrial development project.

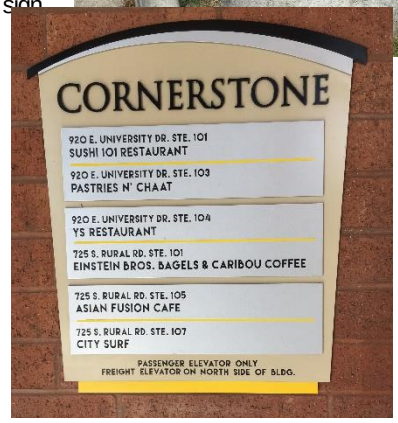


Figure S. Example of a directory sign

Sign, Drive-through Identification. A sign that is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic to a drive-through retail or service use.

Sign, Externally Illuminated. A sign whose illumination is reflected from its source by the sign surface to the viewer's eye, the source of light not being visible to the viewer.



Figure T. Example of an Externally Illuminated sign

Sign, Freestanding. A sign supported upon the ground and not attached to any building.

Sign, Freeway Pylon. A freestanding sign that is permanently supported by one or more uprights, braces or poles, or other similar structural components.

Sign, Internally Illuminated. Any sign in which the source of light is entirely enclosed within the sign and not directly visible.

Sign, LED. A sign consisting of light emitting diodes (electronic components that let electricity pass in only one direction) that emit visible light when electricity is applied.

Sign, Marquee. A vertical sign that is located either along the main facade where it projects perpendicular to the facade or at the corner of the building where it projects at a 45-degree angle.



Figure U. Examples of marquee signs

Sign, Model Home Complex/Active Residential Subdivision. The signs that are approved for use in association with a model home complex and an active residential subdivision.

Sign, Monument. A freestanding sign, with a solid base that is equal to or larger than the width of the sign face.

Sign, Nonconforming. Any sign legally established prior to the effective date of this Zoning Code or subsequent amendment to it, which does not fully comply with the standards imposed by the individual sections of this Zoning Code.

Sign, Off-Premise. Any sign that directs attention to a business, commodity, service, entertainment, product, structure, use or property different from a structure or use existing on the property where the sign is located, and/or any sign on which space is rented, donated, or sold by the owner of said sign or property for the purpose of conveying a message.

Sign, Off-Site Directional. An off-premise sign erected to inform a viewer of the location of a place or facility.

Sign, Off-Site Monument. An off-premise monument sign.

Sign, Painted. A sign painted directly onto the exterior wall of a building and having no sign structure.

Sign, Pennant. A temporary sign made of flexible materials longer than it is wide, often triangular in shape, and frequently displayed with other pennants on a string.

Sign, Permanent. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Sign, Portable. Any sign designed to be moved easily, and which is not permanently affixed to the ground, a structure, or a building.

Sign, Raised Letter. A sign containing copy, logo, and/or decorative embellishments in relief on the face.



Sign, Residential Subdivision. Any sign that is approved for use in association with an Active Single-Family Residential Subdivision.

Sign, Service Island Canopy. A sign mounted on or under a service island canopy, including on a fascia.

Sign, Suspended. A sign suspended beneath a projecting canopy, walkway cover, awning, ceiling, or marquee.





Figure W. Examples of suspended signs



Figure X. Example of swooper signs

Sign, Swooper. A sign that is taller than it is wide and made of a flexible material (typically cloth, nylon, or vinyl) and mounted to a pole to fly freely. (Synonym: Feather Banner Sign).

Sign, Temporary. A sign constructed of paper, cloth, or similar expendable material, which is intended for a definite and limited period of display and which is not permanently affixed to a structure, sign area, or window.

Sign, Vehicle. Any sign on or affixed to a truck, van, automobile, trailer, or other vehicle.

Sign, Wall. A sign affixed to or erected against the wall or fascia of a building or structure, with the exposed face of the sign parallel to the plane of wall or fascia to which it is affixed or erected.

Sign, Wall Banner, Type I. A small temporary sign allowed in all zoning districts in the City and constructed of cloth, bunting, plastic, paper, or similar non-rigid material, and securely attached to the wall or support structure for which it is advertising. Flags are not considered temporary wall banners.

Sign, Wall Banner, Type II. A large temporary sign allowed in a limited number of commercial zoning districts within the City and constructed of cloth, bunting, plastic, paper, or similar non-rigid material, and securely attached to the wall or support structure for which it is advertising. Flags are not considered temporary wall banners.

Sign, Window. A sign posted, painted, placed, or affixed in or on a window, or otherwise exposed to public view through a window.



Figure Y. Examples of Window signs

Sign, Yard, Type I. A small portable sign typically constructed of corrugated plastic and supported on an H-shaped wire frame used for example, for advertising by local businesses, real estate agencies or by election campaigns (Synonym: Lawn Sign).

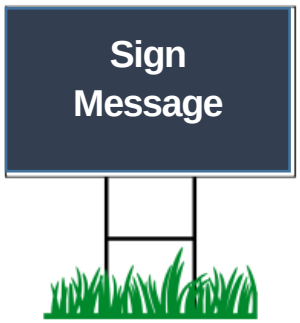


Figure Z. Example of a Type I Yard Sign

Sign, Yard, Type II. A sign mounted on a single post installed securely in the ground with a small sign hanging from a cross-bar mounted parallel to the ground.

Figure AA. Example of a Type II Yard Sign

Sign, Yard, Type III. A large typically wooden sign mounted on two posts installed securely in the ground.



Figure BB. Example of a Type III Yard Sign

Sign Copy. Any graphic, word, numeral, symbol, insignia, text, sample, model, device, or combination thereof that is primarily intended to advertise, identify, or notify.

Sign Face. The exterior surface of a sign, exclusive of structural supports, on which is placed the sign copy.

Sign Program. A plan providing coordinated signing for a business or a group of contiguous businesses, and utilizing one or more common design elements, such as, but not limited to, colors, materials, lettering, illumination, sign type, and sign shape.

Sign Rider. A secondary sign appurtenant to a primary sign or sign structure.

Sign Structure. The supports, uprights, bracing and/or framework of a sign.

Single Tenant Building. A building with no more than one owned, rented, leased, or operated commercial occupancy.

Spinner. A lightweight, durable, and colorful device designed to be affected by the movement of air so that it spins or rotates in a manner to capture attention.

Street. Any public or private thoroughfare, including alleyways, which provide primary means of access to abutting properties.

16.11.200 Definitions T

No specialized terms beginning with "T" are defined.

16.11.210 Definitions U

No specialized terms beginning with "U" are defined.

16.11.220 Definitions V

No specialized terms beginning with "V" are defined.

16.11.230 Definitions W

No specialized terms beginning with "W" are defined.

16.11.240 Definitions X

No specialized terms beginning with "X" are defined.

16.11.250 Definitions Y

No specialized terms beginning with "Y" are defined.

16.11.260 Definitions Z

No specialized terms beginning with "Z" are defined.

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Introduction of Ordinance 2026-008 and 2026-009 - Comprehensive Zoning Code Update (PL24-0146 ZOA) and Zoning Map Amendment (PL25-0108 ZC) to implement the 2045 General Plan.

RECOMMENDATION

1) Conduct a Public Hearing; 2) Approve the introduction of Ordinance No. 2026-008 (PL24-0146 (Zoning Ordinance Amendment)) Comprehensive Zoning Code Amendment to be read by number and title only, and waive further reading of the Ordinance; 3) Approve the introduction of Ordinance No. 2026-009 (PL25-0108 (Zone Change)) Zoning Map Amendment to implement zoning map changes for consistency with the 2045 General Plan, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT

There is no direct fiscal impact for the Adoption of the comprehensive Zoning Code Amendment or Zoning Map Amendments. The implement of the various provisions in the Zoning Code may have future fiscal impacts depending on the nature of the actions.

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Chino City Council adopted the 2045 General Plan ("General Plan") on September 2, 2025. Certain amendments to the City's Zoning Code are also required to implement the new General Plan and ensure the General Plan and Zoning Code are consistent, as required under State law. Between December 2024 and April 2025, staff and the General Plan consultant conducted a series of study sessions with the Planning Commission to review the changes and receive feedback from the Commission on how best to make zoning amendments to implement the new General Plan. Additionally, the City Council and the Planning Commission conducted a joint study session on January 13, 2026, to review the proposed zoning amendments and provide feedback. All of the direction and feedback obtained from the Planning Commission and City Council has been implemented into the final draft of the proposed zoning amendments that are included in Attachment "A" to the Draft City Council Zoning Ordinance Amendment (Attachment A). Related zoning map amendments are identified in the Attachments "A" and "B" to the Draft City Council Zone Change Ordinance (Attachment B).

On June 17, 2026, the Planning Commission, reviewed PL24-0146 (Zoning Ordinance Amendment), the comprehensive Zoning Code Amendment and PL25-0108 (Zone Change) for the Zoning Map Amendments. At the hearing three letters (Attachment C) were presented to the Planning Commission. One letter was from the Sierra Club/Freight Communities Action Coalition regarding the truck route map in the General Plan that was presented and previously adopted as part of the 2045 General Plan update. An opposition letter was also received from a resident, Mr. Robert Nigg, primarily related to the Affordable Housing Overlay standards and other Zoning Code revisions. Mr. Nigg expressed his concerns to the Planning Commission during the public hearing. A third letter was received from Mr. Ata Kahn, Deputy Director Office of Economic and Business Affairs for the City of Pomona, related to the future development of industrial properties on the shared border between the City of Chino and the City of Pomona. Mr. Kahn, mentioned the City understood the complexities of adopting a comprehensive Zoning Code update and did not seek to have his comments addressed in the current proposed Code update, but rather he wanted to include them in the record for the project and also wanted to make sure there is continued dialogue and collaboration between the two cities regarding their shared border. City of Pomona Councilmember Nora Garcia also addressed the Planning Commission and appreciated staff efforts to minimize impacts to the residents of Pomana and wanted to make sure that both cities continue to work together in the future.

The Planning Commission recommended that the City Council adopt the Zoning Ordinance

Amendment and the Zoning Map Amendments by a 6-0 vote.

ISSUES AND ANALYSIS

Because of the nature and extremely large scope of the General Plan update, it is impossible to discuss all of the proposed changes in detail in the staff report. The following is a summary of proposed amendments for implementation of the General Plan. More detail of the proposed amendments will be explained at the City Council meeting during the presentation.

- Code Reorganization. The majority of the current Zoning Code language is working well and has been retained, but to make the Zoning Code more "user friendly" and facilitate future updates, the Zoning Code has been reorganized to group chapters into a hierarchical framework. This will make it easier for users to find key provisions and for new information to be added later without extensive reorganization and renumbering of the document. In addition, the Zoning Code is now broken out into seven series with the associated chapters incorporated into those series. For example, the 200 Series (Base Series), which includes information on the various zoning designations and uses associated with those specific zones; the 300 Series (Overlay Districts) includes Zoning Code regulations associated with properties that have an overlay, such as Affordable Housing Overlays; and the 500 Series (Additional Use and Development Regulations) includes the various regulations for all zones, such as parking, accessory dwelling units, landscaping, design standards, etc.
- Streamline Approval Process. The proposed Zoning Code amendments permit many more uses by right when development projects are clearly consistent with the new General Plan and City standards. The current Zoning Code permits some uses by right already, but many are subject to approval of an administrative approval application or conditional use permit application, which add unnecessary cost, complexity, and timing to many types of businesses that want to come into the City. The intent of these revisions is to make it easier for Chino to attract and retain businesses, particularly in commercial and mixed use zones. The amendments to streamline the City's approval process are outlined in the land use tables located in the 200 Series (Base Series).
- Buffering Industrial and Warehouse Uses. The development and design standards for new and expanded industrial and logistics uses have been updated to implement "good neighbor" policies with the intent of promoting business development while also shielding neighborhoods, delivering cleaner air, and limiting where warehouse/distribution centers can go in the City. The amendments closely follow State requirements defined in Assembly Bill 98. These amendments are included in the 500 Series (Additional Use and Development Regulations), mostly incorporated in Chapter 20.514 (Standards for Specific Land Uses), outlined in 20.514.590 (Warehouses and Logistics).
- Parking Requirements. The proposed Zoning Code amendments mainly address neighborhood parking and standards for shopping centers. A recurring theme of community comments during outreach conducted for the General Plan update included the concern with the availability of parking in residential neighborhoods. The proposed Zoning Code amendments for shopping centers will incorporate strategies to optimize the availability of neighborhood parking around commercial areas. For shopping centers, the proposed Zoning Code amendments seek to modernize standards and optimize the

availability of spots for patrons while controlling development costs. These proposed Zoning Code amendments are included in the 500 Series (Additional Use and Development Regulations), mostly incorporated in Chapter 20.511 Parking and Loading)

- New Districts. The General Plan update created new land use designations for mixed use areas, including the Regional Mixed Use, Boulevard Mixed Use, and Employment Mixed Use designations. The draft Zoning Code amendments create new zoning districts that are consistent with the new General Plan land use designations as it relates to types of commercial uses allowed and required development standards for development, drawing on development standards currently in place in Chino and best practices from other peer communities in California. The related Zoning Map amendments to implement the Regional Mixed Use and Boulevard Mixed Use districts are included in Attachment "A" to the Draft City Council Zoning Map Ordinance. The Zoning Code and Zoning Map amendments for the Employment Mixed Use district will be made through separate, subsequent amendments to The Preserve Specific Plan. The Zoning Code amendments and Zoning Map Overlay amendments to implement the new Downtown designation around City Hall will be prepared separately to allow and/or increase residential density in the downtown area, as required by Measure M, the City's voter approved residential growth control measure approved in 1988. The proposed Regional Mixed Use and Boulevard Mixed Use districts Zoning Code amendments are included in the 200 Series (Base Series), as outlined in Chapter 20.202 (Mixed Use Zoning Districts).
- State Legislation Amendments. The proposed Zoning Code amendments include several amendments related to revisions in State law that require the Zoning Code to be updated. These include a new Accessory Dwelling Unit (ADU) (Chapter 20.503) that implements various State law provisions. Provisions related to SB 35/423 and AB 2011 related to Streamlined Ministerial Approvals for Qualifying Housing Developments (Chapter 20.600.120) and other housing related amendments as mandated by State law.

PUBLIC NOTICE

A one-eighth page notice was published in the *Chino Champion* on June 27, 2026, and the City sent information out on the City's social media platforms. Additionally, a 10-day notice was mailed to all property owners who are subject to the proposed Zoning Map changes. The notice exceeds the legal noticing requirements and is adequate in scope for this project. Prior to the Planning Commission hearing staff had several email and phone conversations with property and business owners, mostly related to the proposed map changes and how those changes would impact their property. Staff clarified all the proposed Code changes and answered all the questions received. As noted above, three letters were submitted to the Planning Commission for their review. To date, no additional comments have been received from the public.

ENVIRONMENTAL REVIEW

The City of Chino 2045 General Plan (SCH No. 2024090833) was previously prepared for this project pursuant to Sections 15080 through 15097 of the California Environmental Quality Act (CEQA) Guidelines and was certified by the Chino City Council on September 2, 2025. The proposed zoning ordinance amendment and zone change do not include any changes to the project, and no new significant impacts were identified. Therefore, they are within the scope of the

EIR adopted in connection with the City of Chino 2045 General Plan, which adequately describes the activity for the purposes of CEQA. Additional environmental review is not required.

ATTACHMENTS

A. Draft City Council Zoning Ordinance 2026-008 - Amendment Ordinance includes Attachment A-Comprehensive Zoning Ordinance Amendment
B. Draft City Council Zone Change Ordinance 2026-009 includes Attachment A-Proposed Zoning Map Update and B- List of Associated Assessor Parcel Numbers (APNs) that are included in the Zone Map changes.
C. Planning Commission Correspondence Letters

ORDINANCE NO. 2026-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL24-0146 (ZONE ORDINANCE AMENDMENT).

WHEREAS, the City of Chino adopted the 2045 Chino General Plan on September 2, 2025; and

WHEREAS, certain amendments to Title 20, Zoning, of the Chino Municipal Code are required to implement the 2045 General Plan and ensure the Plan and Code are consistent, as required under State law; and

WHEREAS, this proposed ordinance is within the scope of the City of Chino 2045 General Plan Update Environmental Impact Report (SCH No. 2024090833), prepared for the Project and certified by the City Council on September 2, 2025, and adoption of the proposed amendments is consistent with the Project described in the EIR and all mitigation measures from the EIR are incorporated as conditions of approval for the Project, no new or substantially more adverse impacts than identified in the EIR would result from adoption of the proposed zoning ordinance amendments for PL24-0108 (Zone Ordinance Amendments) with the first reading of this Ordinance (Ordinance No. 2026-008).

WHEREAS, on June 17, 2026, the Planning Commission held a duly noticed public hearing for PL24-0146 (Zoning Ordinance Amendment) in compliance with law, entertained the written and oral report of staff, took public testimony on the Project, and recommended, on a vote of 6 ayes to 0 nays, that the City Council adopt the amendments to Zoning Code as outlined in Exhibit “A”.

NOW, THEREFORE, the City Council of the City of Chino does hereby ordain as follows:

Section 1. Title 20 of the Chino Municipal Code is hereby revised (additions are in bold red, and other colors; deletions in ~~strikethrough~~) as identified in Exhibit A (attached). The City Council further authorizes the Development Services Director or his designee to make any non-substantive corrections to the Zoning Code attached as Exhibit A as deemed reasonably necessary consistent with the approval granted herein by the City Council.

Section 2. CEQA Findings. The proposed ordinance is within the scope of the City of Chino 2045 General Plan Update Environmental Impact Report (SCH No. 2024090833), prepared for the Project and certified by the City Council on September 2, 2025, and adoption of the proposed amendments is consistent with the Project described in the EIR and all mitigation measures from the EIR are incorporated as conditions of approval for the Project, no new or substantially more adverse impacts than identified in the EIR would result from adoption of the proposed zoning map amendments.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions

of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance (Ordinance No. 2026-008) and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JULY 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 Ordinance was duly adopted by said City Council at a regular meeting held on the 21st day of July 2026, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

Exhibit A-Title 20 Zoning Comprehensive Zoning Ordinance Amendments

DRAFT

CITY OF CHINO

ZONING ORDINANCE UPDATE

Prepared for:

Prepared by:

DYETT & BHATIA
Urban and Regional Planners

June 4, 2026

CHINO ZONING CODE UPDATE

Outline: Series, Chapters and Sections
May 20, 2026
100 Series - Introductory Provisions

CHAPTER 20.101 – PURPOSE AND EFFECT OF THE ZONING CODE

20.101.010 – Title
20.101.020 – Purpose of the Zoning Code
20.101.030 –Structure of the Regulations
20.101.040 – Relationship to the General Plan
20.101.050 – Responsibility for Administration
20.101.060 – Applicability of Zoning Code
20.101.070 – Zoning Districts and Zoning Map

CHAPTER 20.102 – INTERPRETATION OF THE ZONING CODE

20.102.010 – Purpose
20.102.020 – Rules of Interpretation
20.102.030 – Procedures for Interpretation

CHAPTER 20.103 – RULES OF MEASUREMENT

20.103.010 – Purpose
20.103.020 – General Provisions
20.103.030 – Fractions
20.103.040 – Measuring Distances
20.103.050 – Measuring Height
20.103.060 – Determining Grade
20.103.070 – Measuring Lot Width and Depth
20.103.080 – Determining Average Slope
20.103.090 – Determining Density
20.103.100 – Determining Floor Area
20.103.110 – Determining Floor Area Ratio
20.103.120 – Determining Lot Coverage
20.103.130 – Determining Lot Frontage
20.103.140 – Determining Setbacks
20.103.150 – Measuring Signs
20.103.160 – Measuring Parking Lot Landscaping
20.103.170 – Measuring Pedestrian Clearance
20.103.180 – Determining Line of Sight

200 Series - Base Districts

CHAPTER 20.201 – RESIDENTIAL ZONING DISTRICTS

20.201.010 – General Purpose
20.201.020 – District Purposes
20.201.030 – Use Regulations
20.201.040 – Development Standards
20.201.050 – Second Primary Units and Duplexes in Single-Family Zones.

CHAPTER 20.202 – MIXED USE ZONING DISTRICTS

20.202.010 – General Purpose
20.202.020 – District Purposes
20.202.030 – Use Regulations
20.202.040 – Development Standards
20.202.050 – Development Bonuses for Community Amenities

CHAPTER 20.203 – COMMERCIAL ZONING DISTRICTS

20.203.010 – General Purpose
20.203.020 – District Purposes
20.203.030 – Use Regulations
20.203.040 – Development Standards

CHAPTER 20.204 – INDUSTRIAL ZONING DISTRICTS

20.204.010 – General Purpose
20.204.020 – District Purposes
20.204.030 – Use Regulations
20.204.040 – Development Standards

CHAPTER 20.205 – AGRICULTURE, OPEN SPACE, AND PUBLIC ZONING DISTRICTS

20.205.010 – General Purpose
20.205.020 – District Purposes
20.205.030 – Use Regulations
20.205.040 – Development Standards

CHAPTER 20.206 – PLANNED DEVELOPMENT DISTRICT

20.206.010 – General purpose
20.206.020 – Zoning map designation
20.206.030 – Use regulations
20.206.040 – Development Standards

300 Series - Overlay Districts

CHAPTER 20.301 – OVERLAY DISTRICTS

20.301.010 – General Purpose
20.301.020 – Applicability
20.301.030 – Conflict Between Provisions
~~20.09.040 – Agricultural Overlay District~~
~~20.09.050 – Airport Overlay District~~
~~20.09.060 – Downtown Overlay District~~
~~20.09.070 - Master Plan Overlay District~~
~~20.09.070 – Central Avenue Specific Plan~~
~~20.09.080 – Industrial Planned Development Overlay District~~
~~20.09.090 – Overlay Districts for Affordable Housing~~

CHAPTER 20.302 – AGRICULTURAL OVERLAY DISTRICT

20.302.010 – Purpose and Intent
20.302.020 – Permitted Uses

CHAPTER 20.303 – AIRPORT OVERLAY DISTRICT

20.303.010 – Purpose and Intent
20.303.020 – Permitted Uses
20.303.030 – Noise Standards
20.303.040 – Objects Affecting Navigable Airspace

CHAPTER 20.304 – RESERVED

CHAPTER 20.305 – MASTER PLAN OVERLAY DISTRICT

20.305.010 – Specific Purposes
20.305.020 – Applicability and Zoning Map Designator
20.305.030 – Land Use Regulations
20.305.040 – Development Regulations
20.305.050 – Initiation of Master Plan
20.305.060 – Required Plans And Materials
20.305.070 – Approval of Master Plan
20.305.080 – Expiration of Adopted Master Plan
20.305.090 – Amendments to Adopted Master Plan
20.305.100 – Review of Plans

~~CHAPTER 20.306 – INDUSTRIAL PLANNED DEVELOPMENT OVERLAY DISTRICT~~

~~20.306.010 – Purpose.~~
~~20.306.020 – Permitted Uses.~~
~~20.306.030 – Conditional Use Permit Required.~~
~~20.306.040 – Applications for a New Industrial Planned Development Overlay District.~~

CHAPTER 20.306 – OVERLAY DISTRICTS FOR AFFORDABLE HOUSING

20.306.010 – Purpose and Intent
20.306.020 – Relation to Base Zoning
20.306.030 – Permitted Uses
20.306.040 – ~~Required~~ Base Density Limit and Increased Density for Affordable Housing
20.306.050 – Minimum Affordable Housing Requirement
20.306.060 – Additional Land Use Regulations for MUO District
20.306.070 – Development Standards for the AHO District
20.306.080 – Development Standards for the MUO District
20.306.090 – Open Spaces Standards for Residential Projects
20.306.100 – Alternatives
20.306.110 – Review Procedures
20.306.120 – Required Affordable Housing Agreement for Continued Affordability
20.306.130 – Overlay District Affordable Housing Fund

400 Series - Specific Plans

CHAPTER 20.401 – GENERAL PROVISIONS

20.401.010 – Purpose and Applicability
20.401.020 – Preparation, Adoption, and Amendment
20.401.030 – Post-Approval Administration

500 Series - Additional Use and Development Regulations

CHAPTER 20.501 – STANDARDS FOR ALL DEVELOPMENT AND LAND USES

20.501.010 – Purpose
20.501.020 – Performance Requirements
20.501.030 – General Site Regulations
~~20.501.040 – Development on Substandard Lots~~
20.501.040 – Refuse and Recycling Facilities
20.501.050 – Renewable ~~Alternative~~ Energy Structures
20.501.060 – Walls and Fences
20.501.070 – Screening and Landscape Buffers on Common Lot Lines for Certain Uses
20.501.080 – Outdoor Lighting
20.501.090 – Recreational Vehicles and Campers
20.501.100 – Metal Buildings
20.501.110 – Visibility at Intersection and Driveways

CHAPTER 20.502 – ACCESSORY STRUCTURES

20.502.010 – Purpose
~~20.502.020 – Accessory Dwelling Units and Junior Accessory Dwelling Units~~
20.502.020 – Habitable Accessory Structures
20.502.030 – Non-Habitable Accessory Structures
20.502.040 – Prefabricated Metal Buildings

CHAPTER 20.503 – ACCESSORY DWELLING UNITS

20.503.010 – Purpose
20.503.020 – General Requirements and Development Standards
20.503.030 – Approvals Required

CHAPTER 20.504 – TEMPORARY USES AND STRUCTURES

20.504.010 – Purpose
20.504.020 – Temporary Uses
20.504.030 – Temporary Recreational Vehicle Living Units
20.504.040 – Commercial Delivery Van Parking

CHAPTER 20.505 – SMALL LOT RESIDENTIAL SUBDIVISIONS

20.505.010 – Purpose
20.505.020 – Location
20.505.030 – Permits Required; Prohibition of Urban Lot Splits
20.505.040 – Use Regulations
20.505.050 – Development Standards

CHAPTER 20.506 – STARTER HOME RESIDENTIAL DEVELOPMENT

20.506.010 – Purpose
20.506.020 – Permits Required~~; Findings for Denial~~
20.506.030 – Qualifying Criteria~~ and Prohibitions~~
20.506.040 – Use Regulations
20.506.050 – Development Standards for Starter Home Subdivisions
20.506.060 – Development Standards for Starter Home Housing Developments

CHAPTER 20.507 – DESIGN STANDARDS

20.507.010 – Purpose
20.507.020 – Applicability
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Glossary Outline:

Abandoned shopping cart.
Abandon use.
Accessibility.
Accessible.
Accessory building.
Accessory dwelling unit.
Accessory use.
ACLUP (airport comprehensive land use plan).
Administrative approval.
Adult oriented businesses.
Affordable dwelling units.
Affordable housing.
Affordable housing development.
Affordable housing agreement.
Affordable rent.
Affordable sales price.
Agriculture.
Agricultural processing, on-site.
Agricultural products.
Agricultural product stands.
Airport.
Alcoholic beverage sales.
Alley.
Amendments.
Amusement or theme park.
Animal keeping, commercial.
Animal keeping, household.
Animal sales and services.
Antenna.
Anti-drain valve.
Anti-transpirant.
Apartment.
Apartment building.
Applicant.
Application rate.
Applied water.
Area, Adjusted Gross.
Area, Gross.
Area, Net.
Area of a Lot.
Art gallery.
As-builts.
Athletic instruction.
Automatic irrigation controller.
Automobile and vehicle sales and rental.
Automobile, light truck and van cleaning.
Auto mall.
Awning.
Backflow prevention device.
Balcony.
Bank or financial service.
Bar.
Battery Energy Storage Systems.
Basement.
Bed and breakfast.
Bedroom.
Block.
Boardinghouse.
Botanical gardens and arboretums.
Breezeway.
Bridle path. See "Neighborhood equestrian trail."
Broadcasting studios.
Building.
Building, accessory.
Building, apartment.
Building, attached.
Building, detached.
Building, main.
Building, nonconforming.
Building area.
Building frontage.
Building height.
Building Official.
Building site.
Building supply.
Bus and large truck cleaning.
Bus and large truck repair and maintenance.

Business, freeway-oriented.
Business support service.
California Invasive Plant Council (Cal-IPC).
California Irrigation Management Information System (CIMIS).
Canopy.
Car wash.
Caretaker quarters.
Carport.
Cart/Kiosk
Catering service.
Cemetery.
Centerline.
Certified Farmers' Market.
Certified Irrigation Designer.
Certified Landscape Irrigation Auditor.
Certified Producers.
CFS.
Check cashing services.
Check valve.
Chicken coop.
Chicken run.
Child or family-oriented business.
Cigar lounges
City Engineer.
Club.
CNEL (community noise equivalent level).
Code.
Code Enforcement Official.
Co-generation Energy Facilities.
Commercial animal keeping.
Commercial Nursery.
Commercial recreational facility.
Common interest developments.
Common open space.
Compost.
Condominium.
Congregate Care Facility.
Construction yard.
Control Valve.
Controller.
Conversion factor.
Converted Accessory Dwelling Unit.
Correctional institutions and facilities.
Courtyard.
Covered patio.
Crematorium.
Crop cultivation.
Cultivated landscape area.
Cyber cafes.
Dairy.
Day care facility.
Day spa.
dBA.
Dead storage.
Decibel (db).
Deck.
Density bonus.
Desertscape.
Developer.
Development.
Development, infill.
Development review.
Development Costs.
Development standard.
Director of ~~Community~~ Development Services.
Director of Parks.
Discretionary approval.
Distributed Energy Systems.
Distribution uniformity.
District.
Drip irrigation.
Drive-in theater.
Drive-thru facilities.
Duplex.
Dwelling, multiple-family.
Dwelling, single-family.
Dwelling, single-family, attached.
Dwelling, single-family, detached.
Dwelling group.
Dwelling unit.
Dwelling unit, primary.
Easement.
Ecological restoration project.
Effective precipitation.
Electronic Data Processing Center.
Emergency shelter.
Emitter.
Engineering design standards.
Equipment rental and sales, heavy equipment.
Equipment rental and sales, light equipment.
Equity share agreement.
Established landscape.
Establishment period of the plants.

Estimated total water use (ETWU).
ET adjustment factor (ETAF).
ETo.
Evapotranspiration Rate.
EV Charging Station.
Exotic Animal.
FAA (Federal Aviation Administration).
Fair Market value.
Fairgrounds.
Family.
Family day care home, large.
Family day care home, small.
Farm employee.
Farm employee housing, large.
Farm employee housing, small.
Farmers' market.
Feature, noncontributing.
Federal Communications Commission (FCC).
Fence.
Fence, solid.
Fire Chief.
Floor area, gross.
Floor area ratio (FAR).
Flow rate.
Flow sensor.
Food and beverage sales.
Food Preparation.
Fortunetelling.
Freeway-oriented business.
Friable.
Front lot line.
Front setback.
Front yard.
Funeral parlor.
Garage.
Garden supply store.
Gas station.
General Plan.
General retail.
Golf course.
Golf course, miniature
Government facility.
GPM.
Grade.
Graywater.
Gross floor area.
Ground cover.
Ground–mounted antenna.
Group homes.
Guns and ammunition sales.
Gym.
Hardscape.
Hazardous waste.
Hazardous waste facility.
Hazardous waste treatment and disposal facility.
Hedge.
Height, building or structure.
Heliport.
Henhouse.
Historic integrity.
Hookah bar.
Hospital.
Hotel.
Household hazardous waste collection center.
Household, lower-income.
Household, moderate-income.
Household, very-low-income.
Hydro-zone.
Incidental use.
Income (household), very low.
Income (household), low.
Income (household), lower.
Income (household), moderate.
Infill.
Infiltration rate.
Invasive plant species.
IPH.
Irrigation Audit.
Irrigation efficiency.
Landscaping.
Irrigation survey.
Irrigation system.
Irrigation water use analysis.
Junior accessory dwelling unit.
Junk.
Junk yard.
Kennel.
Kiosk.
Kitchen.
Land use.
Landmark.
Landmark site.
Landscape Architect.
Landscape Area.

Landscape contractor.
Landscape Documentation Package.
Landscape irrigation audit.
Landscape material sales.
Landscape project.
Landscape water meter.
Landscaping.
Large family day care home.
Large format retail sales.
Lateral line.
Laundry or dry-cleaning plant.
Level 2 EV charging station.
Library.
Live/Work Units.
Livestock.
Living area.
Loading space.
Local water purveyor.
Lodge.
Lot.
Lot, reversed corner.
Lot, corner.
Lot, double-frontage.
Lot, flag.
Lot, interior.
Lot area.
Lot coverage.
Lot depth.
Lot line, front.
Lot line, rear.
Lot line, side.
Lot width.
Lounge
Low-Head Drainage.
Low-impact personal services.
Lower-income household.
Low volume irrigation.
Machine shop.
Main building.
Main line.
Manufactured home.
Manufacturing and processing, general.
Manufacturing and processing, heavy.
Manufacturing and processing, light.
Manufacturing and processing, outdoor.
Marquee.
Massage.
Massage establishment.
Massage technician.
Master shut-off valve.
Maximum allowable density.
Maximum applied water allowance.
Mausoleum.
Maximum Applied Water Allowance (MAWA).
~~*(Calculation of the Maximum Applied Water Allowance)*~~
Medical clinics and labs.
Medical marijuana.
Medical marijuana dispensary.
Medical Office.
Meeting facility.
Metalwork.
Microclimate.
Microgrids.
Mined-land reclamation projects.
Mini-storage facility.
Mixed-use development.
Mobile food vendor.
Mobile home.
Mobile home park.
Moderate-impact personal services.
Moderate-income household.
Mortuary.
Motel.
Motion Picture Production and Distribution Services.
Mulch.
Multiple-family dwelling.
Multiple-tenant building.
Museum.
NIER professional.
Natural resource extraction.
Neighborhood equestrian trail.
Net acre.
New construction.
Nightclub.
Nonconforming building.
Nonconforming lot.
Nonconforming use.
Noncontributing feature
Non-ionizing electromagnetic radiation (NIER).
Non-residential landscape.
Non-traditional financial institutions.
Nursery.
Occupancy.
OFA (object free area).

Office, professional.
Open porch.
Open space, common.
Open space, private.
Open space, usable.
Operating pressure.
Operator.
Outdoor Sports Courts, Private.
Outdoor storage.
Overhead sprinkler irrigation systems.
Overspray.
Paint and auto body repair.
Park or playground.
Parking area, public.
Parking garage.
Parking lot.
Parking space.
Parkway.
Patio.
Patio, covered.
Pawn shop
Payday advance.
PD Plan.
Permit, administrative.
Permit, use.
Personal services.
Personal Services, Restricted
Pervious.
Pharmacy.
Pistol, skeet, rifle and archery ranges.
Places of worship, community scale.
Places of worship, large storefront.
Places of worship, regional scale.
Places of worship, small storefront.
Planned development plan.
Plant factor.
Plant water use factor.
Playground.
Porch.
Potable Water.
Pot-bellied pig.
Pre-existing.
Pressure Regulator.
Primary dwelling unit.
Primary use.
Private open space.
Project.
PSI.
Public parking area.
Public safety facility.
Public storage facility.
Qualified Applicant.
Quonset Hut.
Radio frequency (RF).
Rain sensor.
Rain sensing shutoff device.
Ranch.
Rear lot line.
Rear setback.
Reclaimed water.
Record drawing.
Recording Studio.
Recreational area.
Recreational Facility.
Recreational vehicle (RV).
Recreational vehicle living unit.
Recycled Water.
Recycling facility.
Recycling facilities, heavy processing.
Recycling facilities large collection.
Recycling facilities, light processing.
Recycling facilities, material recovery facility (MRF).
Recycling facilities, reverse vending machines.
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Reference evapotranspiration.
Rehabilitated Landscape.
Repair service.
Repair service, small appliances.
Repair service, large equipment.
Repair service, vehicle.
Required minimum setback.
Research laboratory.
Residential care facility.
Residential care facilities, large.
Residential care facilities, small.
Residential landscape.
Restaurant.
Retail, general.
Retail, thrift and secondhand stores.
Retaining wall.
Review authority.
Roof-mounted.
RPZ (runway protection zone).
Runoff.

Safety zone.
Salvage yard.
San Bernardino County area median income.
Satellite antenna.
Satellite dish.
School for personal enrichment and fulfillment.
School, private.
School, public.
Service station.
Setback.
Setback, front.
Setback, rear.
Setback, required minimum.
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Setback line.
Shade tree.
Shopping center.
Short-Term Rental.
Shrub.
Side lot line.
Side setback.
Single-family dwelling.
Site.
Site area.
Slaughter House.
Small family day care home.
SMART Irrigation Controller.
Social services, charitable institutions and services.
Solar reflective index.
Solid fence.
Soil moisture sensing device (soil moisture sensor).
Soil test.
Soil texture.
Soil Type.
Special Conditional Use Permit.
Special Landscape Area (SLA).
Specified anatomical areas.
Specified sexual activities.
Sports Club.
Sports stadium or arena.
Sprinkler head.
Stables, commercial.
Stables, private.
Static water pressure.
Station.
Storage area.
Storage business.
Storage container.
Storage, outdoor.
Storage, public.
Story.
Street.
Street line.
Structural alteration.
Structure.
Structure, mounted.
Structure, temporary.
Sunset Western Climate Zone System.
Supportive Housing.
Swap meet.
Swimming pool.
Swing joint.
Sub meter.
Target unit.
Temporary commercial recreation facility.
Temporary structure.
Temporary use.
Theaters and auditoriums.
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Tower-mounted.
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Trade Service.
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Understory.
Usable rainfall.
Usable open space.
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Utility building or substation.
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100 Series - Introductory Provisions

Chapter 20.101 – PURPOSE AND EFFECT OF THE ZONING CODE

Sections:

20.101.010 Title
20.101.020 Purpose of the Zoning Code
20.101.030 Structure of the Regulations
20.101.040 Relationship to the General Plan
20.101.050 Responsibility for Administration
20.101.060 Applicability of Zoning Code
20.101.070 Zoning Districts and Zoning Map

20.101.010 – Title

Title 20 of the Chino Municipal Code shall be known and officially cited as the "Zoning Code of the City of Chino, California" and referred to in this title as "the Zoning Code" or "this Code."

20.101.020 – Purpose of the Zoning Code

A. **General.** The Zoning Code is adopted to implement the City of Chino General Plan and protect and promote the health, safety, comfort, convenience, prosperity, and general welfare of Chino residents.

B. **Specific.** The Zoning Code is intended to:

1. Provide a precise guide for the physical development of the City with objective standards for project review, consistent with the goals, policies, and actions of the General Plan.
2. Protect and enhance the value of property.
3. Promote economic growth and job creation.
4. Provide for the housing needs of all economic segments of the community.
5. Protect sensitive environmental resources.
6. Promote an environmentally sustainable pattern of development.
7. Create high-quality residential neighborhoods, lively activity centers with mixed use development, attractive corridors, ~~and~~ gateways, and commercial districts.
8. Preserve the quality of life and character of existing and planned residential neighborhoods.

9. Protect the public from hazards associated with natural and man-made disasters.
10. Promote and support an efficient multi-modal transportation system.
11. Preserve and protect agricultural lands, open space and areas of natural beauty.
12. Recognize the value of Chino's agricultural heritage, historic buildings, and the contributions of past generations to the City's identity and sense or place.
13. Promote a responsive and accountable City government.
14. Promote citizen participation and assistance.

20.101.030 – Structure of the Regulations

The Zoning Code includes four types of regulations that control the use and development of property:

A. **Land Use Regulations.** These regulations specify the land uses permitted, conditionally permitted, and prohibited in each zoning district. These regulations also provide any special requirements that are applicable to specific uses. Land use regulations for base zoning districts and planned development and for overlay districts are located in the 200 and 300 Series. Additional land use regulations that apply citywide or to only some of the zoning districts, such as those pertaining to nonconforming uses and specific uses (e.g., accessory dwelling units, alcoholic beverage sales, emergency shelters, live-work, and residential care facilities), are located in the 500 Series. Performance standards that govern all uses and activities are also located in the 500 Series.

B. **Development Regulations**. These regulations control the height, bulk, density/intensity, design, location, and appearance of structures on development sites. Development regulations for base zoning districts and for overlay districts are located in the 200 and 300 Series. Development regulations related to specific plans are in the 400 Series. Development regulations, applicable to some or all zoning districts, and objective design standards for residential, commercial, and industrial development are located in the 500 Series; these include regulations for accessory buildings, fences and walls, landscaping, lighting, nonconforming uses and structures, off-street parking and loading, and wireless communications facilities.

C. **Administrative Regulations.** These regulations contain detailed procedures for the administration of these regulations and include common procedures, Measure M procedures, processes and standards for ministerial approvals, discretionary entitlement applications, design review, site approvals, variances, zoning clearances, administrative approval, and development agreements along with special procedures required by State law. Authority for adopting and implementing Specific Plans is located in the 500 Series with additional procedures in the 600 Series. Administrative regulations, including procedures for General Plan and Zoning Code amendments, also are in the 600 Series.

D. **General Terms and Use Classifications.** The 700 Series provides a list of terms and definitions of the terms used in the Zoning Code.

20.101.040 – Relationship to the General Plan

The Zoning Code implements the goals, ~~and~~ policies and actions of the City's ~~of Chino~~ General Plan by regulating the uses of land and structures within the City of Chino. The Zoning Code and the General Plan shall be consistent with one another. If there are inconsistencies between the Zoning Code and the General Plan, as amended, the General Plan governs.

20.101.050 – Responsibility for Administration

The Zoning Code shall be administered by the Director of ~~Community~~ Development Services in conjunction with the Planning Commission, City Council, ~~and Planning Commission~~ and Design Review Board, as established in the 600 Series ~~Chapter 20.23~~ (Administration and Procedures) and in specific plans.

20.101.060 – Applicability of Zoning Code

A. **Applicability to Property.** The Zoning Code applies to all land, uses and structures within the incorporated area of the City of Chino. Any governmental agency shall be exempt from the provisions of the Zoning Code only to the extent that such property may not be lawfully regulated by the City.

B. **Compliance with Regulations.** No land shall be used and no structures built, enlarged, altered, moved, demolished, or occupied except in accordance with the provisions of the Zoning Code.

C. **Conflicting Regulations.** Where conflict occurs with other adopted ordinances, resolutions or regulations of the City of Chino or with State or federal laws and regulations, the more restrictive provision shall control unless otherwise specified in this Code.

D. **Permit Streamlining Act.** It is the intent of this Code that all actions taken by a decision-making body pursuant to this Code that are solely adjudicatory in nature and must be within a time frame consistent with the provisions of Government Ordinance Section 65920 et. seq. (the Permit Streamlining Act). Nothing in this Code shall be interpreted as imposing time limits on actions taken by the decision-making body pursuant to this Code that are legislative in nature or that require both adjudicatory and legislative judgments.

E. **Private Agreements**. The Zoning Code is not intended to interfere with, repeal, abrogate or annul any easement, covenant, deed restriction or other agreement between private parties. Where conflict occurs between the Zoning Code and a private agreement, the more restrictive provision shall control. The City of Chino shall not be responsible for monitoring or enforcing private agreements~~,~~, including covenants, codes and restrictions (CC&Rs) that apply within private development, except where specifically stated in private agreements that the city is a party to.

F. **Relation to Prior Code.** The provisions of this Code supersede all prior Zoning Codes codified in Title 20 of the Chino Municipal Code and any amendments to them. No provision of this Code shall validate any land use or structure established, constructed, or maintained in violation of the prior Zoning Code, unless such validation is specifically authorized by this Code and is in conformance with all other regulations of the City or is a legal nonconforming use or structure.

20.101.070 – Zoning Districts and Zoning Map

A. **Base Zoning Districts.** The City ~~of Chino~~ shall be divided into zoning districts that ~~implement~~ are consistent with the City of Chino's General Plan. The zoning districts are shown in Table 20.101~~03~~-1.

TABLE 20.101-1 ZONING DISTRICTS

Zoning District Symbol	*Name of Zoning District*	*General Plan Land Use Classification Implemented by Zoning District*
RD 1	Residential /Agricultural	RD 1 (1 unit per acre)
RD 2	Residential/Agricultural	RD 2 (1 to 2 units per acre)
RD 4.5	Residential – Single Family	RD 4.5 (3 to 4.5 units per acre)
RD 8	Residential – Single/Multi Family	RD 8 (4.5 to 8 units per acre)
RD 12	Residential – Multi Family	RD 12 (8 to 12 units per acre)
RD 14	Residential – Multi Family	RD 14 (12 to 14 units per acre)
RD 20	Residential – Multi Family	RD 20 (14 to 20 units per acre)
MU 20	Mixed Use – Medium Density	MU20
~~MU 30~~	~~Mixed Use – High Density~~	~~MU30~~
BMU	Boulevard Mixed Use	BMU
RMU	Regional Mixed Use	RMU
EMU	Employment Mixed Use	EMU
~~CR~~	~~Commercial Regional~~	~~Regional Commercial~~
CG	Commercial General	General Commercial
CN	Neighborhood Convenience Center	Neighborhood Commercial
~~CO~~	~~Commercial Office~~	~~Office Commercial~~Boulevard Mixed Use, Neighborhood Commercial, ~~General Commercial~~
~~SC~~CS	~~Service~~ Commercial Service	Service Commercial
BP	Business Park	Business Park
M 1	Light Industrial	Light Industrial
M 2	General Industrial	General Industrial
AD	Airport Development	Public
AG	General Agricultural	Agricultural
OS 1	Open Space Recreational	Recreation/Open Space
OS 2	Open Space Natural	Recreation/Open Space
OS 3	Open Space Urban	Recreation/Open Space
P	Public	Public/Institutional
PS	Public School	Schools
PD	Planned Development	Not applicable
SP	Specific Plan	Not applicable

B. **Overlay Zoning Districts.** The City ~~of Chino~~ establishes the overlay zoning districts set out in Table 20.~~03~~101-2. These impose additional requirements on certain properties within one or more underlying base zoning districts.

TABLE 20.101-2 OVERLAY ZONING DISTRICTS

Overlay Zoning District Symbol	*Name of Zoning District*
AHO	Affordable Housing Overlay District
AO	Agricultural Overlay District
A	Airport Overlay District
~~DC~~	~~Downtown Overlays~~
MP	Master Plan Overlay
MUO	Mixed Use Overlay District

C. **Zoning Map.** The boundaries of the zoning districts established by the City's~~hino~~ Zoning Code are depicted~~shown~~ on a map or series of maps and collectively constitute the official City of Chino Zoning Map ("Zoning Map"), as effected by Ordinance No. 2010-06, as amended. The Zoning Map together with all legends, symbols, notations, references and other information thereon is incorporated by reference and made a part of this Zoning Code.

1. ***Application of Pre-Annexation Zoning.*** The City may apply pre-annexation zoning to unincorporated property located within the Planning Area Boundary shown in the General Plan. The pre-annexation zoning process shall comply with the pre-~~zoning~~ zoning and annexation procedures of ~~the~~ the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (see Government Code, Division 3, Title 5, beginning with Section 56000. The zoning provisions and requirements ~~so~~ established shall become applicable at the same time that the annexation of such territory becomes effective.

2. ***Uncertainty of Boundaries.*** If in the context of a development application, permit revocation, or enforcement action, an uncertainty exists as to the boundaries of any district shown on the City's official Zoning Map, the following rules shall apply:

   a. Boundaries shown as approximately following the centerlines of alleys, lanes, streets, highways, streams, or railroads shall be construed to follow such centerlines.

   b. Boundaries shown as approximately following lot lines, city limits, or extraterritorial boundary lines shall be construed as following such lines, limits, or boundaries.

   c. In the case of unsubdivided property or where a district boundary divides a lot and no dimensions are identified, the following shall apply.

      i. *Lots Greater than One Acre.* The location of such boundary shall be determined by the use of the scale appearing on the City's Zoning Map.

ii. *Lots Less than One Acre.* The lot shall be deemed to be included within the more restrictive zoning district.

d. In the case of any remaining uncertainty, the Director of Development Services shall determine the location of boundaries and shall notify the property owners of his/her determination. The Director's determination may be appealed under the provisions of Section 20.602.140 (Calls for Review).

e. Where any public street or alley is officially vacated or abandoned, where the vacated area is provided to the abutting property, the zoning regulations applicable to each abutting property shall apply.

f. Where any private right-of-way or easement of any railroad, railway, transportation, or public utility company is vacated or abandoned, -if that property is not shown with a zoning designation on the Zoning Map, that property shall be automatically classified as being in the Public Zoning District.

Chapter 20.102 – INTERPRETATION OF THE ZONING CODE

Sections:

20.102.010 – Purpose
20.102.020 – Rules of Interpretation
20.102.030 – Procedures for Interpretation

20.102.010 – Purpose

This chapter is intended to provide for a consistent application of the City's Zoning Code by establishing rules and procedures for interpreting provisions within the Code

20.102.020 – Rules of Interpretation

A. **Authority**. The Director of ~~Community~~ Development Services shall have the responsibility and authority to interpret the meaning and applicability of all provisions in the Zoning Code.

B. **General Rules.** The following general rules shall apply to the interpretation and application of the Zoning Code.

1. The specific shall supersede the general.
2. Where there is a conflict between the text and a caption or illustration, the text shall govern.
3. The words "shall," "will," "is to" and "are to" are mandatory and not discretionary. ~~-~~ "Should" is not mandatory but is strongly recommended, and "may" is permissive.
4. The following ~~conjunctions~~ words shall be interpreted as follows:
   a. "And" means that all items or provisions so connected shall apply.
   b. "Or" means that all items or provisions so connected may apply singularly or in any combination.
   c. "Either . . . or" means that the items or provisions so connected shall apply, but not in combination.
   d. "And/or" means that all items or provisions so connected shall apply singularly or in combination.
5. All officials, bodies, agencies, departments, ordinances, policies and regulations referred to in the Zoning Code are those of the City of Chino unless otherwise noted.
6. All references to public officials are to those of the City and include designated department deputies.

7. Sections and section headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, and intent of the language in any section.

8. In the case of a conflict between the text and a diagram, the text shall govern.

C. **Calendar Days**. Numbers of days specified in the Zoning Code shall be interpreted~~construed~~ as continuous calendar days. Where the end of the number of days falls on a holiday or weekend, the timeframe ~~time limits specified in the Zoning Code~~ shall be extended to the following working day.

~~D. **Calculations**. The decimal results of calculations shall be rounded to the next highest whole number when the fraction/decimal is .5 or more, and to the next lowest whole number when the fraction/decimal is less than .5.~~

~~E.~~D. **Unlisted Land Uses**. If a proposed land use is not specifically listed in Part 2 (Zoning Districts) of the Zoning Code, the use shall not be permitted except as follows:

1. The Director of ~~Community~~ Development Services may determine that an unlisted proposed use is equivalent to a listed use and is permitted if the following findings can be made:

   a. The use is consistent with the goals and policies of the General Plan.

   b. The use will meet the purpose and intent of the applicable zoning district.

   c. The use will not adversely affect the character of the applicable zoning district.

   d. The use has the same basic characteristics as other uses permitted in the zoning district.

   e. The use will not be detrimental to the public health, safety, or welfare.

   f. The use will generate no greater environmental impacts, traffic generation, or requirements for public services than other similar uses permitted in the zoning district.

2. When the Director of ~~Community~~ Development Services determines that a proposed use is equivalent to an unlisted use, the proposed use shall be treated in the same manner as the listed use in respect to zones permitted, permits required and all standards and requirements of the Zoning Code that apply.

3. Determinations by the Director of ~~Community~~ Development Services shall be final and rendered in a manner consistent with Section 20.102.030 (Procedures for Interpretation).

~~4. Determinations by the Director of Community Development Services may be appealed to the Planning Commission as provided in Section 20.23602.150.I140 (Appeals).~~

~~F.~~E. **Zoning Map Boundaries**. If there is uncertainty about the location of any zoning district boundary or other line of the Zoning Map, the ~~following~~ rules in Section 20.101.070 (C)(2) (Uncertainty of Boundaries) shall apply~~:~~.

1. ~~Zoning district boundaries shown as approximately following the property line of a lot shall be construed to follow such property line.~~

2. ~~Zoning district boundaries shown as following roads or other rights-of-way shall be construed to follow the centerline of such roads or right-of-way.~~

3. ~~On unsubdivided land or where a district boundary divides a lot, the location of the district boundary shall be determined by using the scale appearing on the Zoning Map, unless the boundary location is indicated by dimensions printed on the map.~~

4. ~~The Director of~~ Community Development Services ~~shall have the authority to correct errors in the Zoning Map to render the map consistent with the action of the City Council and consistent with public record.~~

5. ~~Where uncertainty exists as to the exact location of a zoning district boundary, the Planning Commission shall make such determination by written decision, which shall be in the form of a resolution adopted by a majority of its voting membership.~~

~~G.~~F. **Use Regulation Tables**. Notations within the use regulation tables for zoning district located within Part 2 of this Code shall have the following meanings:

1. **Permitted Uses**. A "P" means that a use is permitted by right in the respective zoning district and is not subject to discretionary review and approval. "P" designations are subject to a ministerial approval and Zoning Clearance as provided by Section 20.603.090 (Zoning Clearance). Some permitted uses require Planning Commission site approval or design review oversight.

2. **Conditionally Permitted Uses.** A "C" means that a use requires approval of a ~~Special~~ Conditional Use Permit as provided by Section 20.~~23~~603.050 (~~Special~~ Conditional Use Permits) of this Code.

3. **Administratively Permitted Uses.** An "A" means that a requires approval through an Administrative action as provided by Section 20.603~~23~~.100 (Administrative Approval) of this Code.

4. **Incidental Uses**. An "I" means that a use is permitted by right provided that the use is subordinate and directly related to a principal use, building or structure located on the site and occupies less than one-third of the total floor area on the site.

5. **Temporary Use**s. A "T" means that a use requires approval of a Temporary Use Permit as provided by Section 20.603.060 (Temporary Use Permits) of this Code.

6. **Not Permitted**. A "■" in a cell means that a use is not allowed in the respective zoning district.

7. **Additional Regulations**. Supplemental standards in the Zoning Code that apply to specific uses are identified in the column entitled "additional regulations." Standards referenced in the additional regulations column apply in all zoning districts unless otherwise expressly stated.

20.102.030 – Procedures for Interpretation

A. **Request of Interpretation**. The Director of ~~Community~~ Development Services shall respond in writing to any written request for interpretation of the regulations set forth in this Title by an aggrieved person as defined below, where such interpretation affects a specific permit or entitlement under consideration by the Development Services Department and the following procedure shall apply:

1. The written request shall state which provision is to be interpreted, and it shall provide any information that the Director of ~~Community~~ Development Services deems necessary to assist in the review.
2. The Director of ~~Community~~ Development Services shall respond to an interpretation request by an aggrieved person within 30 days of receiving the request.
3. The Director of ~~Community~~ Development Services may refer any request for interpretation to the Planning Commission for a determination.

4. "Aggrieved person", as such term is used herein, shall be limited to an applicant or person or entity residing or having property within the area subject to the public notice issued by the City for the permit or entitlement at issue.

B. **Form and Content of Interpretation**. Official interpretations prepared by the Director of ~~Community~~ Development Services shall be in writing~~,~~ and shall quote the provisions of the regulations that are being interpreted. The interpretation shall describe the circumstance that caused the need for the interpretation.

C. **Official Record of Interpretations.** An official record of interpretations shall be kept on file by the ~~Community~~ Development Services Department. The record of interpretations shall be indexed by the number of the section that is the subject of the interpretation and made available for public inspection during normal business hours.

D. **Appeals**. Any interpretation of the Zoning Code by the Director of ~~Community~~ Development Services affecting a specific permit or entitlement under consideration by the Development Services Department may be appealed by an aggrieved person to the Planning Commission as provided in Chapter 20.~~23~~602.130 (Appeals). If the appeal results in a change of interpretation, the new interpretation shall be filed in the official record of interpretations.

Chapter 20.103 – RULES OF MEASUREMENT

Sections:

20.103.010 – Purpose
20.103.020 – General Provisions
20.103.030 – Fractions
20.103.040 – Measuring Distances
20.103.050 – Measuring Height
20.103.060 – Determining Grade
20.103.070 – Measuring Lot Width and Depth
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20.103.150 – Measuring Signs
20.103.160 – Measuring Parking Lot Landscaping
20.103.170 – Measuring Pedestrian Clearance
20.103.180 – Determining Line of Sight

20.103.010 – Purpose~~s~~

The purpose of this Chapter is to explain how various measurements referred to in this Zoning Code are to be calculated.

20.103.020 – General Provisions

For all calculations, the applicant is responsible for supplying drawings and relevant information illustrating the measurements that apply to a project. These drawings must be drawn to scale and of sufficient detail to allow easy verification upon inspection by the Director of Development Services.

20.103.030 – Fractions

Whenever the Zoning Code requires consideration of distances, parking spaces, dwelling units, or other aspects of development or the physical environment expressed in numerical quantities, and the result of a calculation contains a fraction of a whole number, the results will be rounded as follows:

A. **General Rounding.** Fractions of one-half (0.5) or greater must be rounded up to the nearest whole number, and fractions of less than one-half (0.5) must be rounded down to the nearest whole number, except as otherwise provided in the Zoning Code.

B. **Exception for State Affordable Housing Density Bonus.** The calculation of fractions related to permitted bonus density units for projects eligible for bonus density pursuant to Government Code Section 65915 or any successor statute shall be done as provided by state law.

20.103.040 – Measuring Distances

A. **Measurements are Shortest Distance.** When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.

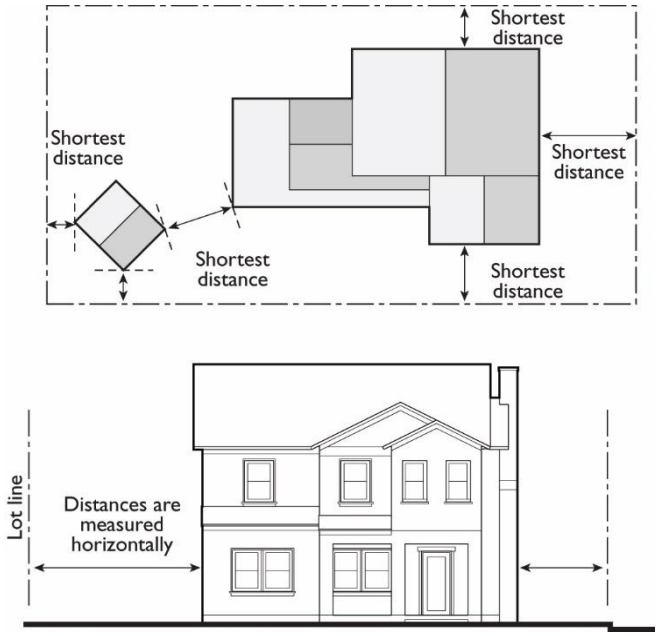
B. **Distances are Measured Horizontally.** When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography or slope of the land.

C. **Measurements Involving a Structure.** Measurements involving a structure are made to the closest exterior wall or structural framing members of the structure, excluding any allowable projections into a setback, such as balconies, bay windows, canopies, eaves, and porches. Structures or portions of structures that are entirely underground are not included in measuring required distances.

D. **Measurement of Vehicle Stacking or Travel Areas.** Measurement of a minimum travel distance for vehicles, such as garage entrance setbacks and stacking lane distances, are measured down the center of the vehicle travel area. For example, curving driveways and travel lanes are measured along the center arc of the driveway or traffic lane.

E. **Measuring a Buffer or Radius.** When a specified land use is required to be located a minimum distance from another land use, the minimum distance is measured in a straight line from all points along the lot line of the subject project, in all directions.

FIGURE 20.103-A: MEASURING DISTANCES



20.103.050 – Measuring Height

A. **Measuring Building Height.** Building height shall be defined as the distance from finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the height of the highest gable of a pitched or hipped roof. The height of a stepped or terraced building is the maximum height of any segment of the building along the finished grade directly below.

B. **Exceptions.** Antennas, belfries, chimneys, cooling towers, cupolas, domes, elevator bulkheads, flagpoles, ornamental towers, penthouses, solar collectors, spires ~~and~~, standpipes, and necessary mechanical equipment may exceed the height limits pursuant to Section 20.501.030 (B) (Height Limit Exceptions).

C. **Measuring the Number of Stories in a Building.** In measuring the height of a building in stories, the following measurement rules apply:

1. A balcony or mezzanine shall be counted as a full story if its floor area exceeds one-third of the total area of the nearest full floor directly below it or if it is enclosed on more than two sides.

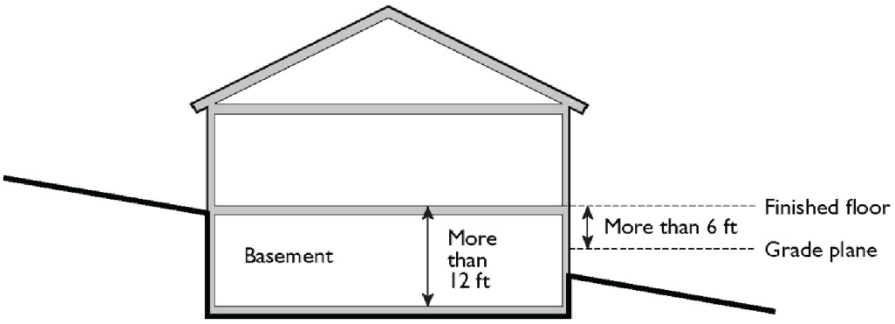
2. A basement shall be counted as a full story if the finished surface of the floor above the basement is:

   a. More than six feet above grade plane; or

   b. More than 12 feet above the finished grade at any point.

3. A story shall not exceed 25 feet in height in residential zones and 35 feet in commercial and industrial zones, measured from the upper surface of the floor to the ceiling above.

FIGURE 20.103-B: DETERMINING IF A BASEMENT IS A STORY

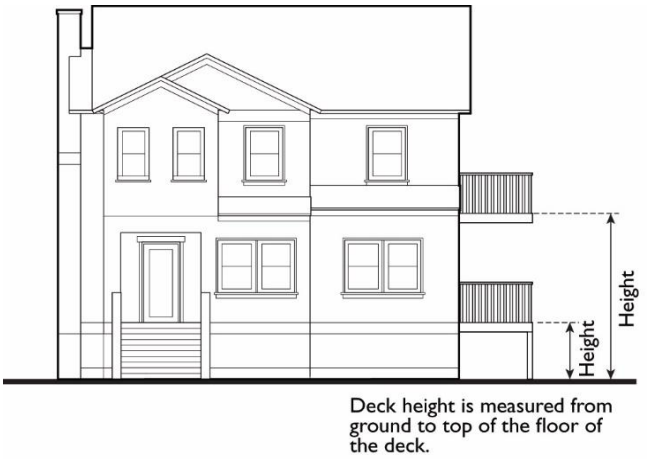


D. **Measuring Height of Fences or Walls.** The height of any fence or wall shall be determined by measuring the vertical distance from the highest finished grade adjacent to the fence or wall to the highest point of any portion of the fence or wall. In the case of fences or walls between the setback line and lot line, height shall be measured from highest finished grade adjacent to the fence or wall to the top of the fence or wall.

1. ***Measuring Height of Fences on Retaining Walls.*** The height of a fence that is on top of a retaining wall is measured from the highest finished grade point of any point on such fence to the highest point of the fence on the highest side of the wall. Any fence or railing required to comply with minimum height in applicable Building Code requirements is permitted.

2. ***Measuring the Height of Decks.*** Deck height is the vertical distance from finished grade directly below the deck to the top of the floor of the deck.

FIGURE 20.103-C: MEASURING HEIGHT OF DECKS



20.103.060 – Determining Grade

A. **Determining Grade.** Grade is the location of the ground surface. For purposes of this Code, the grade of a building used to determine building height shall be determined by one or more of the following:

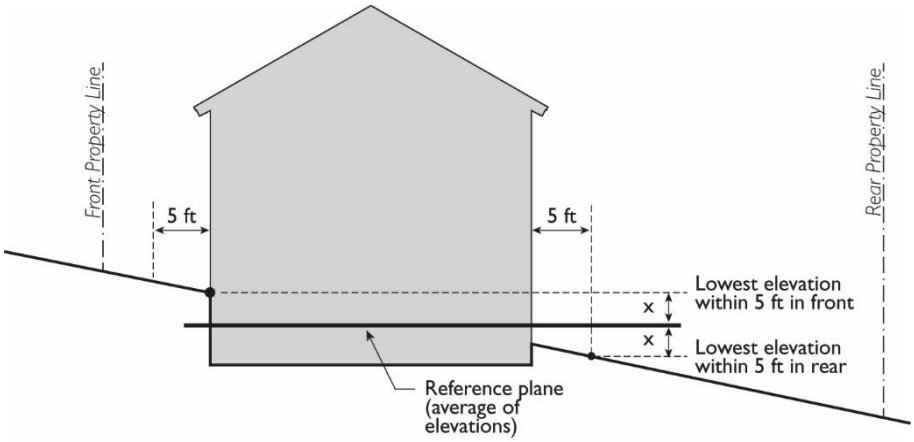
B. **Average Grade.** Average grade is a horizontal line approximating the ground elevation through each building on a site used for calculating the exterior volume of a building. Average grade is calculated separately for each building.

C. **Existing Grade.** Existing grade is the existing elevation of the ground at any point on a lot. Existing grade also may be referred to as natural grade.

D. **Finished Grade.** Finished grade is the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the building and the lot line, or when the lot line is more than five feet from the building, between the building and a line five feet from the building.

E. **Grade Plane.** Grade plane is a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than five feet from the building, between the building and a point five feet from the building.

FIGURE 20.103-D: GRADE PLANE

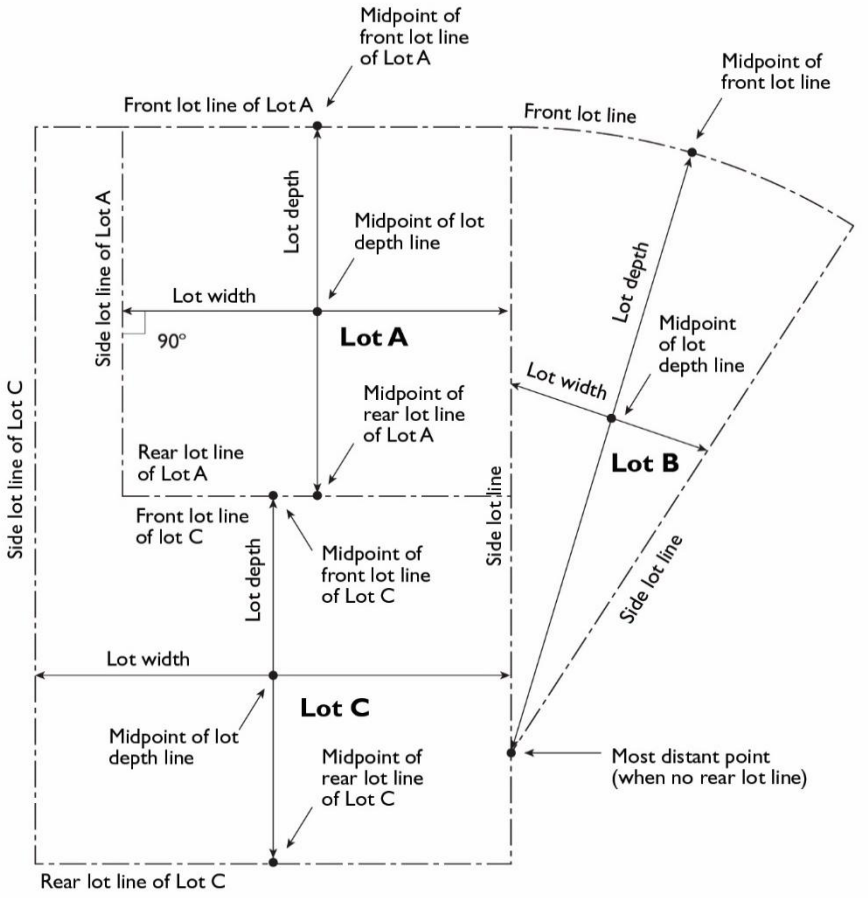


20.103.070 – Measuring Lot Width and Depth

A. **Lot Width**. Lot width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

B. **Lot Depth**. Lot depth is measured along a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line or to the most distant point on any other lot line where there is no rear lot line.

FIGURE 20.103-E: MEASURING LOT WIDTH AND DEPTH



20.103.080 – Determining Average Slope

The average slope of a parcel is calculated using the following formula: S = 100(I)(L)/A, where:
S = Average slope (in percent)
I = Contour interval (in feet)
L = Total length of all contour lines on the parcel (in feet)
A = Area of subject parcel (in square feet)

20.103.090 – Determining Density

The number of residential units permitted on a lot is determined by multiplying the residential density factor by the net acreage of the lot. When multiple lots are included in a development site and they are all under unified control or a qualified applicant, the maximum allowable density shall be calculated for the whole site, not individual lots.

20.103.100 – Determining Floor Area

The floor area of a building is the sum of the gross horizontal areas of all floors of a building or other enclosed structure, measured from the outside perimeter of the exterior walls and/or the centerline of interior walls.

A. **Included in Residential Floor Area.** Floor area includes all habitable space that is below the roof and within the outer surface of the main walls of principal or accessory buildings. In the case of a multi-story building that has covered or enclosed stairways, stairwells, or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent. The area of mezzanines and sleeping lofts shall not be counted if the space is between two floors.

B. **Included in Non-Residential Floor Area**. For non-residential uses, gross floor area includes interior walkways, interior courtyards, walkways, paseos, and corridors covered by a roof or skylight. Non-residential gross floor area does not include arcades, porticoes, and similar open areas that are located at or near street level or walkways in a shopping center and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.

C. **Excluded from Floor Area- All Uses**. Floor area does not include: mechanical, electrical, and communication equipment rooms; bay windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is 30 inches or greater; areas used for off-street parking spaces or loading spaces, driveways, ramps between floors of a multi-level parking garage, and maneuvering aisles that are located below the finish grade of the property.

20.103.110 – Determining Floor Area Ratio

The floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all principal and accessory buildings on a site to the site area. To calculate the FAR, floor area is divided by site area and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals 20,000 square feet, and the site area is 10,000 square feet, the FAR is expressed as 2.0.

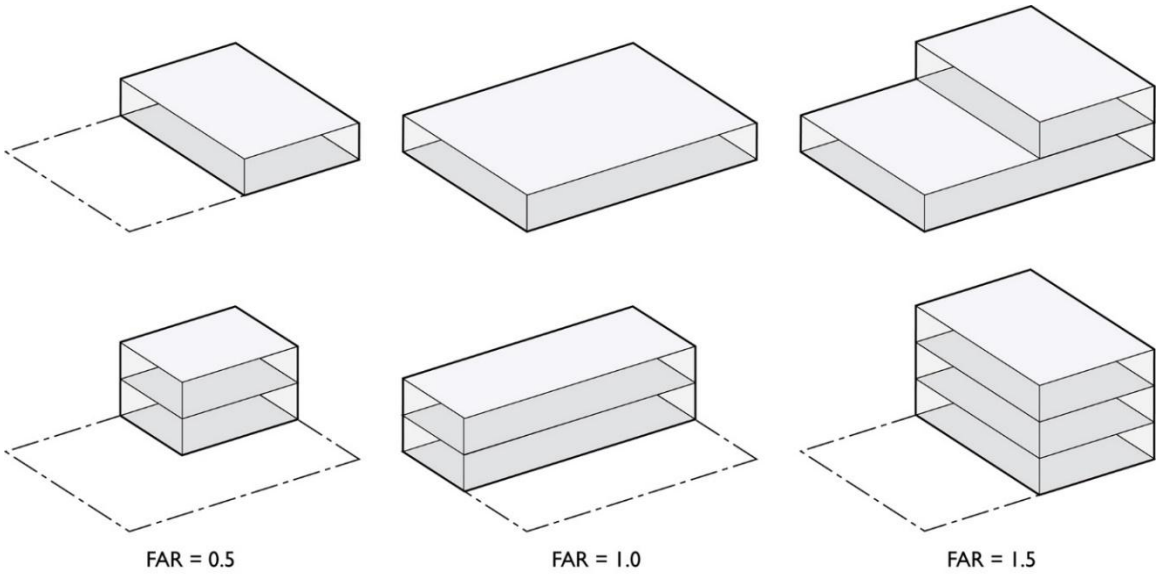
A. **Excluded from Floor Area in Calculating FAR**. The following are excluded from the floor area when calculating FAR.

1. ***Underground Areas.*** Floor area located at least 18 inches below finished grade, including basements.

2. ***Parking.*** Parking areas located below finished grade or finished floor of habitable space where the vertical distance between finished grade and finished floor is five feet or less. Structured parking areas located above finished grade where the vertical distance between finished grade and the floor of the parking level is five feet or less.

3. ***Sideloaded or Detached Residential Garages.*** Sideloaded or detached garages in Residential zones not exceeding 450 square feet, located on the side or to the rear of residential structures, a minimum of 25 feet away from the front lot line, and accessed by a driveway.

FIGURE 20.103-F: DETERMINING FLOOR AREA RATIO

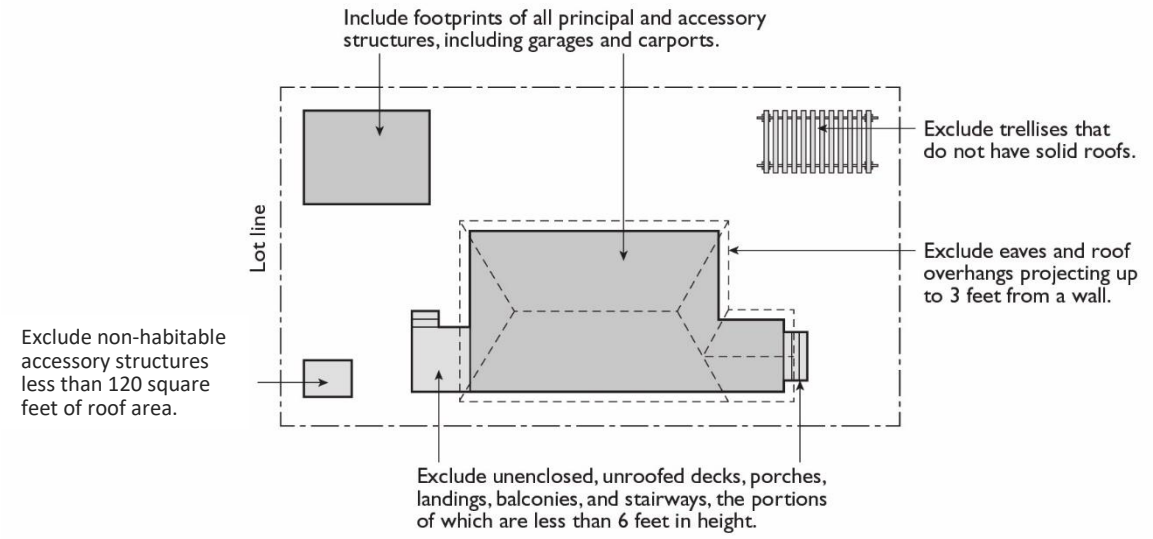


20.103.120 – Determining Lot Coverage

Lot coverage is the ratio of the total footprint area of all structures on a lot to the net lot area, typically expressed as a percentage. The footprints of all principal and accessory structures, including garages, carports, covered patios, and roofed porches, shall be summed in order to calculate lot coverage. The following structures shall be excluded from the calculation:

1. Unenclosed and unroofed decks, uncovered patio slabs, uncovered porches, landings, balconies, and stairways less than 18 inches in height at surface of deck (and less than six feet above grade including railings);
2. Eaves and roof overhangs projecting up to two feet from a wall;
3. Patio covers, trellises and similar structures that have roofs that are at least 50 percent open to the sky with uniformly distributed openings;
4. Swimming pools and hot tubs that are not enclosed in roofed structures or decks; and
5. Small, non-habitable accessory structures under 120 square feet.

FIGURE 20-103-G: DETERMINING LOT COVERAGE



20.103.130 – Determining Lot Frontage

A. **Corner Lot.** In the case of a corner lot, the front of the lot is the narrowest dimension of the lot with street frontage. On a reverse corner lot, the street side yard is also considered the lot frontage.

B. **Through Lot.** In the case of a through lot, the front yard of the lot abuts the street that adjoining lots use to provide primary access into the dwelling.

20.103.140 – Determining Setbacks

A setback line defining a required yard is parallel to and at the specified distance from the corresponding front, side, or rear lot line. The following regulations for determining yards apply when a lot abuts a proposed street or alley.

A. **Yards Abutting Planned Street Expansions.** If a property abuts an existing or proposed street for which the existing right-of-way is narrower than the right-of-way ultimately required for the street, the required setback shall be established from the future right-of-way rather than the property line.

B. **Yards on Alleys.**

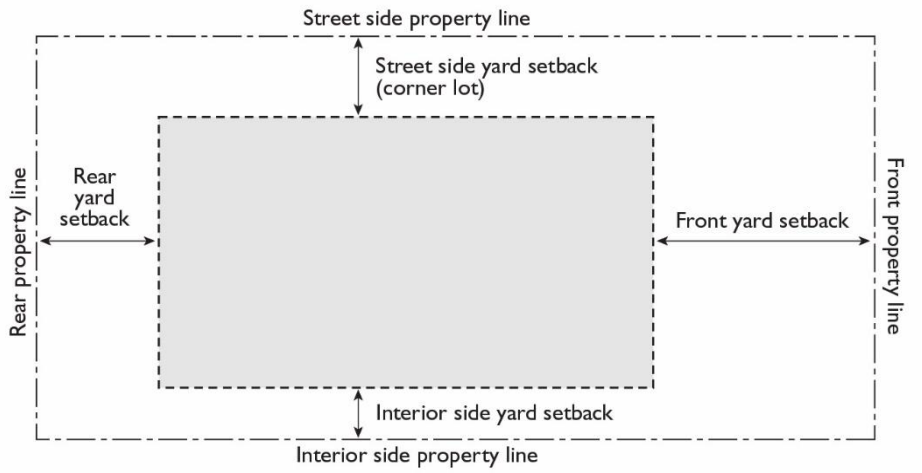
1. If a side lot line abuts an alley, the yard shall be considered an interior side yard rather than a corner side yard.

2. In computing the minimum yard for any lot where such yard abuts an alley, no part of the width of the alley may be considered as part of the required yard.

C. **Yards for Flag Lots.** On a flag lot, a front setback shall be established for the access corridor and for the interior or the lot along the interior lot line parallel to the lot frontage.

D. **Measuring Setbacks**. Setbacks shall be measured as the distance between the nearest lot line and the closest point on the exterior of a building or structure along a line at right angles to the lot line. Setbacks shall be unobstructed from the ground to the sky except where building projections into yards allowed pursuant to Section 20.501.030 (General Site Regulations).

FIGURE 20.103-H: DETERMINING SETBACKS (YARDS)



20.101.020 – Measuring Signs

The calculations of measurements related to signs are described in Title 16.

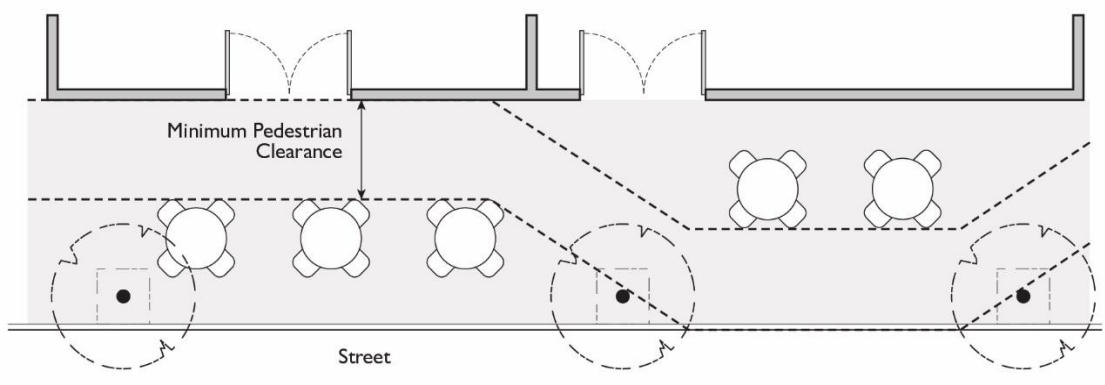
20.101.030 – Measuring Parking Lot Landscaping

For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.

20.101.040 – Measuring Pedestrian Clearance

The minimum distance shall be measured from the edge of any table, chair, bench, planter, or other appurtenance used as part of an outdoor dining area to any obstruction within the sidewalk area.

FIGURE 20.103-I: MEASURING PEDESTRIAN CLEARANCE



20.101.050 – Determining Line of Sight

For purposes of determining whether a structure or activity is visible from a public right-of-way, the viewpoint shall be assumed to be the average eye level of an adult (5 feet, 6 inches) from the centerline of the sidewalk adjacent to a development site. Story poles may be required to delineate the location and massing of new construction on a development site. Alternatively, photomontages can be submitted with development applications to show the outline of new buildings from public viewpoints along the street(s) bordering a development site.

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Chapter 20.201 – RESIDENTIAL ZONING DISTRICTS

Sections:

20.201.010 – General Purpose
20.201.020 – District Purposes
20.201.030 – Use Regulations
20.201.040 – Development Standards
20.201.050 – Second Primary Units and Duplexes in Single-Family Zones

20.201.010 – General Purpose

The general purpose of residential zoning districts is to:

A. Provide appropriate locations for residential development to meet the housing needs of Chino residents with a mix of housing types of varying prices and rents.

B. Provide stability and protection for existing residential neighborhoods.

C. Ensure that new development is compatible with existing homes in residential neighborhoods with standards for building design, siting, screening, buffering, landscaping, and parking.

D. Provide adequate light, air, privacy, outdoor living area, and open space for homes.

E. Promote community resilience to hazard events by enabling the use of backup generators, solar energy systems with battery backups, and home microgrids, subject to appropriate standards for public safety and emissions controls.

F. Protect residents from the harmful effects of excessive noise, traffic congestion, air pollution and natural and man-made hazards.

G. Provide opportunities for public and semi-public uses to locate within the residential communities which they serve.

H. Allow home occupations compatible with a suburban context that do not generate significant visitor traffic to expand workforce participation, reduce vehicle miles travelled, and promote entrepreneurship.

20.201.020 – District Purposes

The specific purpose of each residential zoning district is as follows:

A. **Residential/Agricultural (RD 1)**. The purpose of this district is to provide for very large lot residential development in a rural environment. Detached single-family homes and related rural uses,

such as horse-keeping and small-scale agriculture consistent with residential areas, are allowed. This district also provides a buffer between Chino and other communities and between urban areas and permanent intensive agricultural areas. The RD 1 district allows up to one dwelling unit per ~~adjusted gross~~ net acre ~~and up to 1.25 dwelling units per adjusted gross acre with the provision for affordable housing.~~

B. **Residential/Agricultural (RD 2)**. The purpose of this district is to provide for semi-rural and suburban lifestyles on lots that are larger than commonly available in suburban subdivisions. This district is typified by large lot development that includes horse-keeping and other semi-rural uses. The RD 2 district allows one to two dwelling units per ~~adjusted gross~~ net acre ~~and up to 2.5 dwelling units per adjusted gross acre with the provision for affordable housing~~.

C. **Residential (RD 4.5)**. The purpose of this district is to encourage a predominately single-family suburban residential development similar to that found in many of the city's existing residential tracts. The RD 4.5 district allows between 2 and 4.5 dwelling units per ~~adjusted gross~~ net acre ~~and up to 6 dwelling units per adjusted gross acre with the provision for affordable housing~~.

D. **Residential (RD 8)**. The purpose of this district is intended as a transition zone from low density single-family areas to higher intensity commercial, industrial and multiple family residential areas. Attached and detached dwellings are permitted in this district. It provides primarily for single-family detached housing on lots that are smaller than commonly available in other residential neighborhoods in Chino. The RD 8 district allows 4.5 to 8 dwelling units per ~~adjusted gross~~ net acre ~~and up to 10 dwelling units per adjusted gross acre with the provision for affordable housing~~.

E. **Residential (RD 12)**. The purpose of this district is to encourage a wide range of residential land uses from attached dwellings to townhouse type developments. It provides for a variety of residential product types, including attached single-family homes, bungalow courtyard development, attached dwellings, and townhomes. Small lot single-family homes are also permitted. The designation is intended to encourage innovation in housing types that can expand opportunities for homeownership in Chino. Developments within RD12 areas may provide amenities not generally found in suburban subdivisions, such as common open space and recreational areas. The district allows 8 to 12 dwelling units per ~~adjusted gross~~ net acre ~~and up to 15 dwelling units per adjusted gross acre with the provision for affordable housing~~.

F. **Residential (RD 14).** The purpose of this district is to provide an area for ~~attached townhome and condominium projects~~, including attached single-family homes, bungalow courtyard development, attached dwellings, and townhomes. Small lot single-family homes are also permitted. The designation is also intended to encourage innovation in housing types that can expand opportunities for homeownership in Chino. Developments within RD14 areas may provide amenities not generally found in suburban subdivisions, such as common open space and recreational areas. ~~Medium density residential uses in this district provide a mix of urban and suburban amenities including attached units with enclosed garages and common recreational open space.~~ The RD 14 district permits from 12 to 14 dwelling units per ~~adjusted gross~~ net acre ~~and up to 17.5 dwelling units per adjusted gross acre with the provision for affordable housing~~.

G. **Residential (RD 20).** The purpose of this district is to provide for a relatively high density residential environment including attached single-family homes, bungalow courtyard development, attached dwellings, and townhomes. Small lot single-family homes are also permitted. The designation

is also intended to encourage innovation in housing types that can expand opportunities for homeownership in Chino. Developments within RD 20 areas may provide amenities not generally found in suburban subdivisions, such as common open space and recreational areas ~~typified by fourplex developments and garden apartments~~. The RD 20 district permits 14 to 20 dwelling units per ~~adjusted gross~~ net acre ~~and up to 25 dwelling units per adjusted gross acre with the provision for affordable housing~~.

20.201.030 – Use Regulations

A. **Permitted Uses.** Table 20.201~~04~~-1 identifies land uses permitted in each single-family residential zoning district. Table 20.201~~04~~-2 identifies land uses permitted in each multiple family residential zoning district. Notations within the use regulation tables for zoning district (e.g. "P", "C", "T", "A","I", and "■") have the meanings established in Section 20.102.020(F) (Zoning Map Boundaries) and distinguish uses permitted by right with a ministerial approval, uses that require approval of a Condition Use Permit, uses that require approval of a Temporary Use Permit, ~~those~~ that require approval of an ~~administrative~~ Administrative ~~approval~~Approval, those that are allowed if Incidental, and those that are not permitted.

B. **Additional Use Regulations.** The following additional regulations apply to uses located in residential zoning districts.

1. Occupancy of any trailer, camper or other vehicle while parked or stored on any public or private property in a residential district is prohibited, excepting temporary recreational vehicle living units as provided by Section 20.501.100 (Recreational Vehicles and Campers).

2. Motor vehicle repair may be permitted ~~in conjunction with a residential use, activity or facility~~in residential zones, provided all work is conducted upon vehicles owned by the property owner or resident, within an enclosed garage or other non-habitable structure.

3. Home-based businesses are allowed in residential zones, subject to the standards of Section 20.514.260 (Home Occupations).

4. Garage sales taking place in residential zones shall be subject to the provisions of Title 5, Chapter 5.40 of the Chino Municipal Code.

5. Duplexes shall only be allowed in the RD 1, RD 2, and RD 4.5 zones if they meet the requirements of Section 20.~~05.050~~05.~~050~~201.050 (Second Primary Units and Duplexes in Single-Family Zones). Duplexes shall only be permitted in the RD 8 zone on lots with a lot area of 10,000 square feet or greater.

6. Transitional and Supportive Housing is allowed in all residential zones subject to the same development standards ~~as the same type o~~for~~f~~ housing in that zone.

TABLE 20.201-1 LAND USE REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				*Additional*
Uses	*RD1*	*RD2*	*RD4.5*	*RD8*	*Regulations*
Single-Family Homes	P	P	P	P	Sec. 20.507.040
Duplex Homes	P	P	P	~~A~~P	Sec. 20.201.050
Multiple Family Dwellings	■	■	■	■	Sec. 20.507.050
Accessory Dwelling Units	P	P	P	P	Chap. 20.503
Junior Accessory Dwelling Units	P	P	P	P	Chap. 20.503
Secondary Primary Units	P	P	P	■	Sec. 20.201.050
Senior Housing Projects	■	■	■	~~C~~A	Sec. 20.514.500
~~Congregate Care Facilities~~	~~■~~	~~■~~	~~■~~	~~■~~	~~Sec. 20.21.460~~
Group Homes and Facilities	■	■	■A	■A	Sec. 20.514.210
Hospice, General	■	■	P	P	Sec. 20.514.470
Hospice, Limited	P	P	P	P	
Mobile Home Parks	■	■	C	C	Sec. 20.514.330
Common Interest Subdivisions	C	C	C	C	
Family Day Care Homes, Large	P	P	P	P	Sec. 20.514.150
Family Day Care Home, Small	P	P	P	P	
Residential Care Facilities	■	■	P	P	Sec. 20.514.470
Supportive Housing	■P	■ P	P	P	Sec. 20.514.530
Transitional Housing	■P	■ P	P	P	Sec. 20.514.550
Public and Quasi-Public Uses					
Places of Assembly					
Places of Worship, Community Scale	C	C	C	C	
Places of Worship, Regional Scale	C	C	■	■	
Cultural and Institutional Uses					
Libraries	C	C	C	C	
Health Services					
~~Medical Marijuana~~Cannabis Retailer (Dispensary)	■	■	■	■	
Educational Uses					
Schools, Public or Private	C	C	C	C	
Child Care Services					
~~Residential~~ Day Care ~~Facilities~~Center	~~P~~A	P	P	P	Sec. 20.514.150
Other Community Services					
Public Safety Facilities	C	C	C	C	
Commercial Uses, Activities and Facilities					
Transient Occupancy					
Boarding House	■	■	■	■	

TABLE 20.201-1 LAND USE REGULATIONS FOR SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				*Additional*
Uses	*RD1*	*RD2*	*RD4.5*	*RD8*	*Regulations*
Bed and Breakfast	C	C	■	■	Sec. 20.514.270
Short-Term Rentals	■	■	■	■	
Farmers' Markets	■	■	T	T	Only Small Certified Markets on certain sites; see Sec. 20.514.200
Recreational Uses					
Parks and Recreational Facilities	P	P	P	P	
~~Golf Courses~~	~~C~~	~~C~~	~~C~~	~~C~~	
Outdoor Sports Courts, Private	~~A~~P	~~A~~P	~~A~~P	~~A~~P	Sec. 20.501.080
Agricultural Uses, Activities and Facilities					
Crop Cultivation	A	A	A	A	Sec. 20.514.020
Agricultural Product Stands	I	I	■~~I~~	■~~I~~	Sec. 20.514.020
Animal Keeping	I	I	I	I/A	Sec. 20.514.050
Kennels	C	C	■	■	Sec. 20.514.050
Stables, Commercial	C	C	■	■	
Stables Private	I	I	■	■	
Transportation, Telecommunications and Utilities					
Wireless Facilities	WTFPP	WTFPP	WTFPP	WTFPP	Chapter 20.515
Utilities, Major	C	C	C	C	
Utilities, Minor	C	C	C	C	
~~Solar Panels, Incidental~~	~~P~~	~~P~~	~~P~~	~~P~~	~~Sec. 20.10.0706~~
~~Wind Turbines, Incidental~~	~~C~~	~~■~~	~~■~~	~~■~~	~~Sec. 20.10.0706~~

TABLE 20.201-2 LAND USE REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts			
Uses	*RD8; RD12*	*RD 14*	*RD20*	*Additional Regulations*
Residential Uses, Activities and Facilities				
Single-Family Homes	P	■P	■	Sec. 20.507.040
Duplex Homes	P	P	P	Sec. 20.201.050
Multiple Family Dwellings	P	P	P	Sec. 20.507.050
Accessory Dwelling Units	P	P	P	Chap. 20.503
Junior Accessory Dwelling Units	P	■	■	Chap. 20.503
Senior Housing Projects	~~C~~A	~~C~~A	P	Sec. 20.514.500

TABLE 20.201-2 LAND USE REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts			
Uses	*RD8; RD12*	*RD 14*	*RD20*	*Additional Regulations*
~~Congregate Care Facilities~~	~~C~~	~~C~~	~~C~~	~~Sec. 20.21.460~~
Group Homes and Facilities	~~■~~A	~~■~~A	~~■~~A	Sec. 20.514.210
Hospice, General	P	P	P	
Mobile Home Parks	C	C	C	Sec. 20.514.330
Common Interest Subdivisions	C	C	C	
Residential Care Facilities	P	P	P	Sec. 20.514.470
Supportive Housing	P	P	P	Sec. 20.514.530
Transitional Housing	P	P	P	Sec. 20.514.550
~~Residential Care Facilities, Small~~	~~P~~	~~P~~	~~P~~	
~~Residential Care Facilities~~Family Day Care Homes, Large	~~C~~P	~~C~~P	~~C~~P	Sec. 2.0514.150
Family Day Care Home, Small	P	P	P	
Cultural and Institutional Uses				
Libraries	C	C	C	
Health Services				
~~Medical Marijuana~~Cannabis Retailer (Dispensary)	■	■	■	
Educational Uses				
Schools, Public or Private	C	C	C	
Child Care Services				
~~Residential~~ Day Care Centers	P	P	P	Sec. 20.514.150
Other Community Services				
Public Safety Facilities	C	C	C	
Commercial Uses, Activities and Facilities				
Transient Occupancy				
Boarding House	C	C	C	
Bed and Breakfast	C	C	C	Sec. 20.514.270
Short-Term Rentals	■	■	■	
Farmers' Markets and Open Air Markets	T	T	T	Only Small Certified Markets on certain sites; see Sec. 20.514.200
Recreational Uses				
Parks and Recreational Facilities	P	P	P	
~~Golf Courses~~	~~C~~	~~C~~	~~C~~	
Agricultural Uses, Activities and Facilities				
Crop Cultivation	A	A	A	Sec. 20.514.020
Agricultural Product Stands	~~■~~	~~■~~	~~■~~	Sec. 20.514.020

TABLE 20.201-2 LAND USE REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts			
Uses	*RD8; RD12*	*RD 14*	*RD20*	*Additional Regulations*
Animal Keeping	I	I	I	Sec. 20.514.050
Transportation, Telecommunications and Utilities				
Wireless Facilities	WTFP P	WTFPP	WTFP P	Chapter 20.515
Utilities, Major	C	C	C	
Utilities, Minor	C	C	C	
~~Solar Panels, Incidental~~	~~A~~	~~A~~	~~A~~	~~Sec. 20.10.0706~~
~~Wind Turbines, Incidental~~	~~■~~	~~■~~	~~■~~	~~Sec. 20.10.0706~~

20.201.040 – Development Standards

A. **General Standards.** Table 20.2014-3 identifies development standards that apply to all lots and structures located in single-family residential zoning district. Table 20.201-4 identifies development standards that apply to all lots and structures located in multi-family residential zoning district.

TABLE 20.201-3 DEVELOPMENT STANDARDS FOR SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS

Item	*Zoning Districts*				
	RD 1	*RD 2*	*RD 4.5*	*RD 8*	*Additional Standards*
Site Requirements					
Lot Area, Minimum	1 acre	20,000 sq. ft.	7,200 sq. ft.	4,500 sq. ft.	
Lot Width, Minimum	100 ft.	100 ft.	60 ft.	50 ft.	Sec. 20.201.040.B.1, 2 and 3
Lot Depth, Minimum	100 ft.	100 ft.	100 ft.	90 ft.	Sec. 20.201.040.B.1
Density, Maximum	1 du/net acre	2 du/net acre	4.5 du/net acre	8 du/net acre	
Density, Minimum	-	-	-	4.5 du/net acre	
Lot Coverage, Maximum	~~25~~30%	30~~25~~%	60%	60%	
Floor Area Ratio, Maximum	0.~~20~~30	0.~~30~~40	0.50	0.55	
Front Yard Landscape Coverage, Minimum	~~70~~60%	~~70~~50%	~~60~~55%	~~50~~45%	Sec.20.201.040.B.11
Off-Street Parking and Loading	See Chapter 20.~~18~~ 5101 (Parking and Loading)				
Equestrian Trails	See Additional Standards		Not Required		Sec. 20.~~04~~201.040.B.6
Building Requirements					
Building Setbacks, Minimum					
Front	25 ft.	25 ft.	25 ft.	20 ft.	Sec. 20.201.040.B.4 and 5

Item	*Zoning Districts*				
	RD 1	*RD 2*	*RD 4.5*	*RD 8*	*Additional Standards*
Rear	25 ft.	25 ft.	10 ft.	15 ft.	Sec. 20.201.040.B.9
Interior Side/Alleyways	10 ft.	10 ft.	10 ft./ 5 ft.	5 ft.	Sec. 20.201.040.B.9
Street Side (does not apply to alleyways)	15 ft.	15 ft.	15 ft.	10 ft.	Sec. 20.201.040.B.5
Building Height, Maximum					
Stories	2-1/2	2-1/2	2-1/2	2-1/2	
Feet	35 ft.	35 ft.	35 ft.	35 ft.	

TABLE 20.201-4 DEVELOPMENT STANDARDS FOR MULTIPLE FAMILY RESIDENTIAL ZONES

Item	*Zoning District*			*Additional Standards*
	RD 12	*RD 14*	*RD 20*	
Site Requirements				
Lot Area, Minimum	10,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	80 ft.	80 ft.	80 ft.	Sec. 20.201.040.B.1, 2, and 3
Density, Maximum	12 du/net acre	14 du/net acre	20 du/net acre	
Density, Minimum	8 du/net acre	12 du/net acre	14 du/net acre	
Landscape Coverage, Minimum	40%	40%	40%	
Off-Street Parking and Loading			See Chapter 20.~~18~~ 5~~10~~1 (Parking and Loading)	
Building Requirements				
Building Setbacks, Minimum				
Front	25 ft.	25 ft.	25 ft.	Sec. 20.201.040.B.5 and 5
Rear	15 ft.	15 ft.	15 ft.	Sec. 20.201.040.B.9
Interior Side	15 ft.	15 ft.	15 ft.	Sec. 20.201.040.B.10
Street Side	25 ft.	25 ft.	25 ft.	Sec. 20.201.040.B.9
Building Separations, Minimum				
Building Main Entrance to Other Building	20 ft.	20 ft.	20 ft.	15-feet if 2-story
Patio to Other Building	~~30~~ 20 ft.	~~30~~ 20 ft.	~~30~~ 20 ft.	
Balcony to Other Building	~~30~~ 20 ft.	~~30~~ 20 ft.	~~30~~ 20 ft.	
All Others Building to Building	15 ft.	15 ft.	15 ft.	
Building Height, Maximum				
Stories	2-1/2	2-1/2	3	
Feet	35 ft.	35 ft.	45 ft.	

B. **Additional Development Standards.** The following additional standards apply to lots and structures located in residential zoning districts.

1. Minimum lot area, width and depth requirements apply only to the creation of new lots.

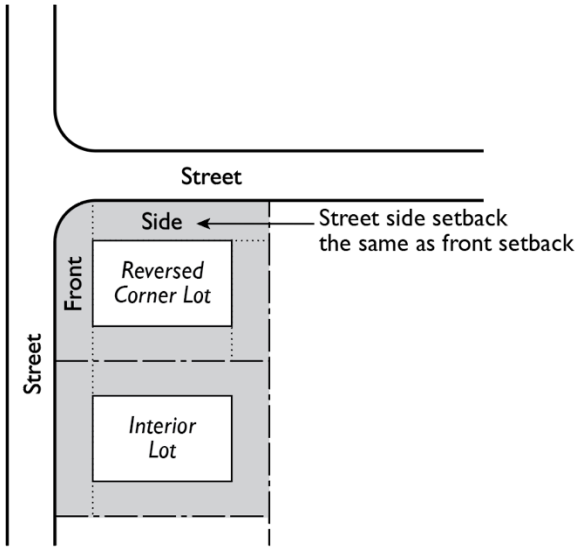
2. Minimum lot width shall be measured as provided in Chapter 20.103 (Rules of Measurement).

   On a lot fronting a cul-de-sac or knuckle lot, a minimum lot dimension of 35 feet shall be provided as measured along the street frontage of the lot.

3. An additional five~~5~~ feet of lot width shall be provided for corner lots when the side lot line abuts a local or collector street, and an additional 10 feet of lot width shall be provided when the side lot line abuts a primary or secondary arterial street.

4. An additional five~~5~~ feet of setback shall be provided along primary and secondary arterial streets and the minimum rear setback provided along primary and secondary arterial streets shall not be less than 20 feet. On reverse corner lots, the street side setback may be reduced five feet from the standard for the front setback.

Figure 20.201-A: Corner Setbacks – Reversed Corner Lots



5. In the RD 4.5 zone, subdivisions of five or more lots may reduce the front yard setback to 20 feet, provided a 25-foot average is maintained for all lots within the subdivision. If a floor plan with a swing-in garage (the garage entry faces the side property line) is utilized in such a subdivision, the front yard setback for the swing-in garage plan may be reduced to 15 feet and will be excluded from the average setback calculation. No more than 33% of lots within a subdivision may utilize a floor plan with swing-in garages.

6. Neighborhood equestrian trail easements shall be required in the RD 1 and RD 2 districts. Trails shall be developed in accordance with standards established by the department of public works, standard drawings and specifications.

7. Within the RD 8 district, lots substandard as to width ~~, created prior to January 1, 1987~~ shall require a four-foot side yard setback.

8. A minimum 20-foot setback must be provided at garages facing a street side yard, measured from the garage opening/door to the street property line.

9. Where a multiple family residential zone abuts a single-family residential zone at an interior side or rear yard, the minimum setback shall be increased by 10 feet, or ~~5~~ five feet if upper floors are setback 25 feet from interior lot lines. A buffer yard is required; see Section 20.501.070 (Screening and Landscape Buffers on Common Lot Lines for Certain Uses).

10. A building or structure with a legal nonconforming side yard setback, may be added to, extended, or enlarged, provided that a side yard setback equal to or greater than the existing side yard setback is provided.

11. In the RD 4.5 and the RD 8 zoning districts, the minimum landscaping in the front setback area may be reduced to 50 percent (RD 4.5) and 40 percent (RD 8) to accommodate an additional off-street parking space, and this additional space may be in the front or corner side setback, provided that on corner lots a five-foot wide landscape strip is maintained between the parking area and the sidewalk on the corner side.

12. On flag lots, the minimum width for an access corridor is 20 feet, and the maximum depth of the access corridor is 80 feet.

13. Residential design standards are in Sections 20.507.040 and 20.507.050.

C. **Second Stories for Single-Family Homes**.

1. ***New Residential Subdivisions.*** The following regulations apply to new residential subdivisions.

   a. Where a proposed infill project consists of five or more homes, a minimum of 20 percent of the total number of homes shall be single-story. Homes with any amount of second floor area will not be considered a single-story home. The percentage requirement shall be interpreted to mean 20 percent of the total number of homes proposed or any fraction thereof.

      Example:

For 4 or less homes:	No requirement
For 5 homes:	1 single-story home required
For 6 to 10 homes:	2 single-story homes required
For 11 to 15 homes:	3 single-story homes required

   b. All corner and reverse corner lots shall have single-story homes or two-story homes with single-story features on each street facing elevation. At a minimum, single-story features shall consist of a single-story portion of the home where the roof has a plate no higher

than 10 feet above finish grade. In addition, the single-story feature shall have a minimum depth of 5 feet for a minimum of 60 percent of the length of each street facing elevation.

c. New homes and additions to existing homes shall be single-story on lots that directly abut lots with existing single-story homes. The ~~CommjunityCommunity~~ Director of Development Services or the Planning Commission, as applicable, may approve exceptions to this requirement on a case-by-case basis when any of the conditions listed below exist.

   i. The difference in the finish grade elevation between the lots is substantial enough to reduce views of the second-story portion of the proposed home;

   ii. The distance between the adjacent homes will reduce views into the homes or yard areas;

   iii. The orientation of the homes is such that the exterior walls do not directly face each other;

   iv. The shape or configuration of the lots is such that a substantial portion of the lot lines do not directly abut each other;

   v. Existing accessory structures in the rear yard areas provide a barrier to mitigate privacy impacts between the primary residential units; or

   vi. Any other unique site circumstances that may effectively reduce privacy impacts to the existing adjacent single-story home.

d. The Director of Development Services or the Planning Commission, as applicable, shall consider public input in addition to information provided by the applicant to evaluate privacy impacts to adjacent property owners. This information shall include, but not be limited to, line-of-sight studies, site photographs, dimensioned site and building cross sections, three-dimensional or photo simulation models, or any other information deemed necessary by the Director of Development Services or the Planning Commission, as applicable, to consider the request. In reviewing the request, the Director of Development Services or the Planning Commission, as applicable, shall consider and establish the following findings:

   i. The granting of the exception is consistent with the intent of the Zoning Ordinance to eliminate or minimize privacy impacts between existing residential homes and proposed homes on adjacent lots;

   ii. That the adjacent property owners have been duly noticed, and that public input has been considered to ensure that the privacy of adjacent property owners is not adversely impacted;

   iii. That there are specific circumstances applicable to the subject property and adjacent property that effectively eliminate or minimize privacy impacts between the homes;

   iv. That the proposed home incorporates design features that serve to eliminate or minimize privacy impacts between the homes.

e. Two-story homes that back up to a public street shall require 36-inch box street trees to be located in the right-of-way along rear of the homes at a spacing of 30 feet apart to soften building mass and buffer the homes from the street.

f. A 15-foot minimum clearance shall be provided between the second floors of homes that have a full two-story height building mass at interior side elevations.

g. The rear building elevations of two-story homes shall have a combination of vertical and horizontal articulation such that an unbroken horizontal wall surface does not exceed a length of 30 feet and so that at least one feature is utilized that provides a break in the massing between the first and second story. A minimum one-foot variation in offset between wall planes shall be provided to satisfy this requirement. Examples that may satisfy this requirement include stepping back the second floor, providing pop-outs, insets, one-story roof elements, and changes in second story roof planes.

D. **Existing Single-Family Homes.** The intent of this provision is to encourage second-story additions that are designed to be compatible with the character of the neighborhoods where they are located while being sensitive to the privacy of adjoining neighbors. Review of two-story additions shall consider the design, placement, and location of a second-story addition so it minimizes privacy impacts to the extent feasible for the individual circumstances. The following regulations apply to second-story additions to existing single-family homes:

1. Two-story additions shall be designed with a building mass and scale that is similar to homes in the surrounding neighborhood.

2. Two-story additions shall be consistent with the architectural character of the neighborhood.

3. The design of two-story additions shall minimize privacy impacts on adjacent single-story homes. In particular, windows should be positioned to minimize direct views into the rear yard of adjacent single-story homes, and in no case, be positioned to provide direct views into windows of an adjacent home. The intent of this provision is not to eliminate windows on second-story additions, but rather to ensure that the design and placement of windows enhance the architectural quality of the home without creating privacy impacts on adjacent homes.

4. A minimum 15-foot clearance shall be provided between a proposed second story addition and the second-story portion of an existing two-story home located on an adjacent lot.

5. Second-story frontages shall not exceed 60 percent of the width of the first-floor street frontage.

6. Second floors shall be set back a minimum of 10 feet from the first-floor building line.

20.201.050 – Second Primary Units and Duplexes in Single-Family Zones

A. **Purpose.** The purpose of this section is to establish procedures and standards for the approval and creation of second primary units and duplexes in single-family zones in accordance with the requirements of Government Code Section 65852.21.

B. **Application Review Process.**

1. An application for a second primary unit or a duplex in a ~~single-family~~single-family zone shall be reviewed through the zoning clearance process, as described in Section 20.~~23.110~~23.~~110~~603.090

(Zoning Clearance), and the decision may be appealed in accordance with Section 20.~~23.150~~602.140 (Calls for Review).

2. At least ten days prior to making a determination on an application for a second primary unit or duplex under this Section, the director of development services, or designee, shall mail a courtesy notice to the owner(s) of each property immediately adjacent to the property where the proposed development will be located informing the owner(s) of the submitted application.

3. An application shall be approved if the proposed development complies with all of the requirements in this section. However, notwithstanding the previous sentence, the City may deny an application for a second primary unit or two-unit development if the building official, or designee, makes a written finding, based upon a preponderance of the evidence, that the proposed second primary unit or duplex would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. **Location Requirements.** Proposed secondary primary units and duplexes:

1. Shall be located in an RD1, RD2, ~~or~~ RD4.5, or RD 8 zoning district;

2. Shall not be located on a parcel that is any of the following, as more particularly described and defined in Government Code Section 65913.4(a)(6)(B) through (a)(6)(K):

   a. Prime farmland, farmland of statewide importance, or land zoned or designated for agricultural protection by an approved local ballot measure;

   b. Wetlands;

   c. Within a very high fire hazard severity zone as determined by the Department of Forestry and Fire Protection, unless the site has adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures;

   d. A hazardous waste site that has not been cleared for residential use;

   e. Within a delineated earthquake fault zone unless the development complies with all applicable state and local seismic protection building code standards;

   f. Within a special flood hazard area subject to inundation by a 100-year flood, unless:

      i. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the city; or

      ii. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program;

   g. Within a regulatory floodway, unless the development has received a no-rise certification;

   h. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan;

   i. Habitat for protected species; or

j. Land under a conservation easement; and

3. Shall not be located within a historic district or on property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

D. **No Impact on Protected Housing.** Proposed secondary primary units and duplexes:

1. Shall not require or allow the demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power; or

c. Housing that has been occupied by a tenant in the last three years;

2. Shall not require or allow the demolition of more than 25 percent of the existing exterior structure walls on the parcel if the parcel has been occupied by a tenant in the last three years; and

3. Shall not be located on a parcel on which an owner of residential real property has exercised the owner's rights under the Ellis Act (Government Code Section 7060 through 7060.7) to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

E. **Development Standards.** The first primary unit built on a parcel shall be subject to the development standards in Section 20.501.030~~04.040~~ (General Site Regulations). A second primary unit or duplex approved under this Section shall comply with all of the following development standards:

1. ***Configuration.*** A second primary unit may be attached to or detached from other dwelling units on the parcel.

2. ***Size.*** Second primary units, and at least one unit of a new-construction attached duplex, shall be no larger than 800 square feet in floor area.

3. ***Height.*** Second primary units, and at least one unit of a new-construction attached duplex, shall be no taller than one story and 16-feet in height. Second primary units may not be built above any other structure.

4. ***Setbacks.*** No setback beyond the existing setback shall be required for an existing structure or for a unit constructed in the same location and to the same dimensions as an existing structure. In all other circumstances, second primary units and duplexes built under this Section, shall be set back at least four (4) feet from the side and rear lot lines.

5. ***Separate Entrances.*** A second primary unit, and both of the units of a duplex approved under this Section, shall each have a separate entrance.

6. ***Additional Development Standards.*** Except as provided in Subsections E.1 through E.5, second primary units, and each unit of a duplex build under this Section, shall comply with all development standards that would be applicable to a primary dwelling unit on the same parcel.

F. **Parking.**

1. One new on-site off-street parking space is required for a second primary unit and for each individual living unit in a duplex approved under this Section. Such parking spaces shall be in addition to all existing parking spaces on the parcel.

2. Notwithstanding subsection F.1, no parking spaces are required for a second primary unit or the units of a duplex approved under this Section if either:

   a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code Section 21155(b), or a major transit stop, as defined in Public Resources Code Section 21064.3; or

   b. There is a car share vehicle located within one block of the parcel.

G. **Utilities.**

1. A second primary unit, and both of the units in a duplex approved under this Section, shall each have a separate connection to the main line for all utilities including but not limited to water, electric, gas, sewer, and telecommunications.

2. Prior to issuance of a building permit for a second primary unit or a duplex under this Section, the city engineer shall assess whether the required utilities are able to serve the development and have adequate capacity to serve the development. As part of this assessment, the city engineer may require the applicant to submit technical studies to determine utility capacity and ability to serve. The city engineer may place conditions of approval on the proposed development to ensure sufficient utility capacity and the ability of the utilities to serve the development.

H. **Limitation on Enforcement of Standards.** With the exceptions of the setback requirements in subsection E.4, the City shall not enforce any zoning, subdivision, or design standard to the extent that it would have the effect of physically precluding the construction of up to two primary residential units on a parcel, or would physically preclude either of the primary residential units from being at least 800 square feet in floor area.

I. **Total Number of Units.**

1. This Section does not authorize or require the approval of more than two primary dwelling units on a single parcel. For purposes of this subsection, "primary dwelling units" means dwelling units other than accessory dwelling units or junior accessory dwelling units.
2. Notwithstanding any other provision in this chapter, the approval of second primary units and duplexes on a parcel that was created through an urban lot split shall be limited as described in Section 19.04.110.F.

J. **Design Standards.** Second primary units, and each unit of a duplex approved under this Section, shall comply with all objective design standards that would be applicable to a primary dwelling unit on the same parcel; see Section 20.505.040 (Use Regulations).

K. **Rental Term; Separate Conveyance.**

1. Second primary units and both units of a duplex approved under this Section shall not be rented for a term of less than thirty-one (31) consecutive days.

2. A second primary unit may not be turned into a condominium or otherwise sold separately from the other primary unit on the parcel. The units in a duplex approved under this Section may not be turned into condominiums or otherwise sold separately from one another.

L. **Deed Restriction.** As a condition of approval of, and prior to the issuance of a certificate of occupancy for, a second primary unit or duplex approved under this Section, the property owner shall execute a deed restriction, in a form approved by the city attorney, which shall be recorded on the property, at the property owner's cost, and shall require that the second primary unit or duplex shall only be used and developed in accordance with the requirements in this Section, including but not limited to the development standards and the prohibition on short-term rentals stated in this Section. Violation of the deed restriction shall be considered a violation of this code and may be enforced in a manner that this code may be enforced.

Chapter 20.202 – MIXED USE ZONING DISTRICTS

Sections:

20.202.010 – General Purpose
20.202.020 – District Purposes
20.202.030 – Use Regulations
20.202.040 – Development Standards
20.202.050 – Development Bonuses for Community Amenities

20.202.010 – General Purpose

The general purpose of mixed use zoning districts is to:

A. Provide appropriate locations for mixed use development consistent with the General Plan to meet the housing, commercial, institutional, light industrial, and office needs of Chino residents.

B. Facilitate the transformation of older corridors and centers into vital activity hubs and community gathering places that enhance the quality of life for residents and attract visitors.

C. Enable housing and non-residential uses to locate in proximity to one another, subject to standards for land use compatibility, landscaping and buffering, and building design.

D. Increase the ability for residents, employees, and visitors to walk to retail, services and other destinations by creating pedestrian-oriented development.

E. Provide for a development pattern that encourages active modes of transportation and the use of public transit~~portation~~.

F. Enhance the vitality of commercial corridors and centers in Chino with mini-parks and plazas, outdoor dining, family friendly-facilities, bicycle facilities and trails, entertainment programming, and public art.

G. Encourage a variety of housing types and sizes.

20.202.020 – District Purposes

The specific purposes of each mixed use zoning district are as follows:

A. **Regional Mixed Use (RMU).** The purpose of this district is to provide for a wide range of retail, dining, entertainment, office, lodging, institutional, educational, medical, recreational, and cultural facilities that cater to both visitors and Chino residents, together with multifamily housing where allowed by a Measure M vote or pre-existing zoning. The intent is to facilitate the evolution of the city's regional shopping centers, support existing businesses, and position Chino as a regional destination for retail, entertainment, and commercial recreation. A mix of uses is not required on every site but is desired within the RMU designation. Mixed use may be in either a vertical format (multiple uses in the same building over multiple stories) or horizontal format (multiple single-use buildings on the same parcel or within the same development), whether in single- or multiple story

buildings. Permitted non-residential development intensity for larger parcels of five acres or more in size would range from 0.3 to 0.7 FAR, and from 0.3 to 1.0 FAR for smaller parcels less than five acres in size. The minimum FAR is allowed by right on all parcels and higher FAR up to the maximum is permitted in exchange for onsite amenities such as outdoor dining; mini-parks, plazas, and seating areas; family-friendly facilities; EV fast charging stations; off-site bicycle and trail improvements; entertainment programming; and public art.

B. **Boulevard Mixed Use (BMU).** The purpose of this district is to provide for provides for a mix of commercial-retail and services that cater to the daily needs of local residents together with multifamily housing where allowed by a Measure M vote or pre-existing zoning. The intent is to promote redevelopment of underutilized properties along key commercial corridors in the central part of the city with incentives, including additional FAR for community benefits and FAR transfers between parcels, and to foster attractive, mixed use development that contributes to local character and enhances "small town" sense of place. Permitted uses include retail, restaurants, personal services, public uses, professional business offices, hotels/motels, and housing. A mix of uses is not required on every site but is desired within the corridor segments. Mixed use may be in either a vertical format over multiple stories (multiple uses in the same building) or horizontal format (multiple single-use buildings on the same parcel or within the same development), whether in single- or multiple story buildings. Permitted development intensity for commercial-retail development ranges from 0.3 to 1.0 FAR, with the minimum FAR allowed by right and higher FAR permitted in exchange for onsite amenities like outdoor dining; mini-parks, plazas, and seating areas; family-friendly facilities; EV fast charging stations; off-site bicycle and trail improvements; entertainment programming; and public art.

C. **Employment Mixed Use (EMU).** The purpose of this district is to provide a mix of commercial retail, light industrial, and manufacturing uses and passive recreational space on~~m~~ large lots at least 25 acres in size outside of the Prado Dam flood inundation boundary.

1. Proposed development must include a commercial-retail component, which may consist of retail stores, restaurants, daily services, professional offices, lodging, and cultural/entertainment uses. The commercial-retail component shall be located along major street frontages, with standards for driveway access and visibility. Permitted development intensity ranges from 0.3 to 0.6 FAR, with the minimum FAR allowed by right and higher FAR up to the maximum permitted in exchange for onsite amenities such as outdoor dining; mini-parks, plazas, and seating areas; family-friendly facilities; EV fast charging stations; entertainment programming; and public art.

2. Light industrial and manufacturing uses are permitted if commercial-retail space is also provided onsite, The minimum amount of commercial-retail space required to permit light industrial and manufacturing uses shall be between 75,000 and 120,000 square feet, to be established through a development agreement. The intent is to attract businesses involving production, distribution, or repair with supporting office space where operations are typically enclosed in a structure and where exterior storage is limited or operations are fully screened from public view. Permitted uses include light manufacturing, research and development, small and medium scale warehousing and distribution, and other similar uses. Breweries, bakeries, or commercial kitchens are encouraged. Ancillary office space is also permitted. Permitted development intensity for these uses is up to 0.6 FAR with maximum building square footage established in zoning.

3. Adequate separation and buffering must be provided to minimize conflicts between light industrial/manufacturing uses and other uses on the site and surrounding properties.

4. Performance standards are established in Chapters 20.504 (Temporary Uses and Structures), 20.507 (Design Standards), and 20.508 (Landscaping) for screening, landscaping, architectural design, noise, air quality, and traffic and access to ensure land use compatibility.

5. **Development Agreement Required**. A development agreement, prepared and approved pursuant to Section 20.603.040, is required for development in the Employment Mixed Use (EMU) Zone.

D. **Mixed Use 20 (MU 20)**. The purpose of this district is to provide for relatively high-density housing mixed with commercial and office uses. The district is typified by ground floor level sales and service uses, including eating and drinking establishments, with residential and/or office uses on the upper floor levels. The MU 20 district permits a maximum FAR for non-residential uses of 1.25 and a maximum permitted residential density of ~~14 to~~ 20 dwelling units per adjusted ~~gross~~ acre for the entire site. ~~and up to 24 dwelling units per adjusted gross acre with the provision of affordable housing.~~

~~E. **Mixed Use 30 (MU 30)**. The purpose of this district is to provide for a high-density housing mixed with commercial and office uses. The district is typified by ground floor level sales and service uses, including eating and drinking establishments, with residential and/or office uses on the upper floor levels. The MU 30 district permits 20 to 30 dwelling units per adjusted gross acre and up to 37.5 dwelling units per adjusted gross acre with the provision of affordable housing.~~

20.202.030 – Use Regulations

A. **Permitted Uses.** Table 20.~~05~~202-1 identifies land uses permitted in mixed use zoning districts. Numbers in the table refer to notes following the table.

TABLE 20.202-1 LAND USE REGULATIONS FOR MIXED USE ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				*Additional*
Uses	*RMU*	*BMU*	*EMU*	*MU20*	*Regulations*
Accessory Dwelling Units	■	P	■	P	*Chap. 20.503*
Multiple Family Dwellings	■	P[4]	■	P	
~~Residential Care Facilities, Small~~	~~P~~	~~P~~	~~■~~	~~P~~	
~~Residential Care Facilities~~	~~P~~	~~P~~	~~■~~	~~P~~	~~Sec. 20.513.150~~
Supportive Housing	P	P	■	P	Sec 20.514.530
Transitional Housing	P	P	■	P	Sec. 20.514.550
Public and Quasi-Public Uses					
Places of Assembly					
Places of Worship, Community Scale	C	C	■	C	Sec. 20.514.420
Places of Worship, Regional Scale	C	C	■	■	Sec. 20.514.420

TABLE 20.202-1 LAND USE REGULATIONS FOR MIXED USE ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				Additional
Uses	*RMU*	*BMU*	*EMU*	*MU20*	*Regulations*
Places of Worship, Small Storefront	C	C	■	P	Sec. 20.514.420
Places of Worship, Large Storefront	C	■	■	■	Sec. 20.514.420
Clubs and Lodges	C	C	C	C	
Cultural and Institutional Uses					
Live Theaters and Auditoriums	~~C~~P	C	~~P~~C	C	
Motion Picture Theaters	P	C	C	C	
Music/Comedy Venues	P	C	C	C	
Libraries	P	P	■P	P	
Museums and Art Galleries	P	P	P	P	
Health Services					
Hospitals	P	P	P	P	
Medical Clinics	P	P	P	P	
Medical Laboratories	P	P	P	P	
Medical and Dental Offices	P	P	P	P	
Educational Uses					
Schools, Public or Private	C	C	■	C	
Trade and Vocational Schools	P[1]	■	P[1]	C	
Schools for Personal Enrichment and Fulfillment	P[1]	P[1]	P[1]	P[1]	Sec. 20.514.450
Athletic Instruction, Minor	P	P	■P	~~P~~A	
Gym/Athletic Instruction, Major	P	~~P~~C	■P	■	Sec. 20.514.230
Gym/Athletic Instruction,	P	P	P	P	Sec. 20.514.230
Small/Boutique Fitness Studio	P	P	P	P	
Child Care Services					
Day Care Centers	A	A	A	A	Sec. 20.514.150
Day Care Facilities, Employer Provided On-site	P	P	P	P	Sec. 20.514.150
Other Community Services					
Emergency Shelters	C	C	■	C	Sec. 20.514.170
Low Barrier Navigation Centers	P	P	■	P	Sec. 20.514.300
Nonprofit Organizations and Human Services	C	C	■	C	
Public Safety Facilities	C	C	C	C	
Commercial Uses					
Retail					
Retail, General	P	P	P	P	
Outdoor Vendors	A	A	A	A	Sec. 20.514.410
Thrift, Vintage and Consignment Stores	P	P	P	P	

TABLE 20.202-1 LAND USE REGULATIONS FOR MIXED USE ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				Additional
Uses	*RMU*	*BMU*	*EMU*	*MU20*	*Regulations*
Animal Sales and Services	P	P	■	P	
Veterinary Clinic	P	P	■	P	
Commercial Nurseries	P	P	P	P	Sec. 20.514.100
Farmers' Market	P	P	■	P	Sec. 20.514.200
Guns and Ammunition Sales	C	■	C	C	Sec. 20.514.220
Smoke Shops and Retail Tobacco Sales	C	■C	■	C	Sec. 20.514.520
Cannabis Retailer (Dispensary)	■	■	■	■	
Alcoholic Beverage Sales	P/C	P/C	■P/C	P/C	Sec. 20.514.030
Pawn Shops	C	C	C	■	
Automobile Sales and Services	P[3]	P[3]	P[3]	■	Sec. 20.514.070
Automobile Rental	A	A	■	■	Sec. 20.514.060
Vehicle Parts and Accessories Sales	P	P	■P	P■	Sec. 20.514.560
Gas and Service Stations	P	P	P	P	Sec. 20.514.510
Car Wash	C	■	C	■	
Eating and Drinking Establishments					
Restaurant	P	P	P	P	
Restaurant, Drive-Through~~s~~ Facility	P	P	P	C	Sec. 20.514.160
Bars, Nightclubs and Lounges	C	C	C	C	Sec. 20.514.340
Cigar Lounges and Hookah Bars	P	C	C	■	Sec. 20.514.520
Banquet Facilities	A	A	A	A	
Transient Occupancy					
Hotels, Motels and Bed and Breakfast	P	P	P	P	Sec. 20.514.270
Commercial Services					
Offices	P	P	P	P	
Personal Services	P	P	P	P	
Tattoo, Body Piercing and Body Art	P	P	P	P	Sec. 20.514.540
Business Support Services	P	P	P	P	
Banks, Retail	P	P	P	P	
Non-traditional Financial Institutions	C	■	■	■	Sec. 20.514.350
Day Spas/Wellness Center	P	P	P	P	
Massage Establishments	C	C	C	C	Sec. 20.514.320
Entertainment-Related Services					
Motion Picture Production and Distribution Services	P	■	P	■	
Recording and Podcast Studios	P	■	P	■	Sec. 20.514.450

TABLE 20.202-1 LAND USE REGULATIONS FOR MIXED USE ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				
Uses	*RMU*	*BMU*	*EMU*	*MU20*	*Additional Regulations*
Broadcasting Studios	P	P	P	■	
Industrial Uses					
Food Preparation (Ghost Kitchen, Test Kitchen, Catering)	P	P	P	■	
Manufacturing and Processing, Light	■	■	A	■	Sec. 20.514.480
Micro-brewery and Micro-distillery	P	P	P	P	Sec. 20.514.030
Research Laboratory	■	■	P	■	
Warehousing/Wholesaling and Distribution	■	■	P	■	Sec. 20.514.590 For EMU Sec. 20.202.020.C.
Public/Self-storage	■	■	C[3]	■	Sec. 20.514.440
Recreational Uses					
Commercial Recreation (Including but not limited to Indoor Trampoline Parks, Axe Throwing, Escape Room, Laser Tag, Indoor Virtual/Miniature Golf, Immersive Experience. Amusement Centers, Karaoke)	C[2]	C[2]	C[2]	C[2]	
Parks and Recreational Facilities	P	P	P	P	
Transportation, Telecommunications and Utilities					
EV Charging Stations	P	P	P	P	Sec. 20.511.100
Wireless Facilities	WTFPP	WTFPP	WTFPP	WTFPP	Chapter 20.515
Utilities, Major	C	C	C	C	
Utilities, Minor	C	C	C	C	
Solar Panels, Incidental	P	P	P	A	Sec. 20.501.050

Notes:

1. A conditional use permit is required if classroom capacity exceeds 150 students.
2. Indoor recreational area occupying less than 3,000 sq. ft. are permitted uses.
3. Development agreement required, Chapter 20.603.040..
4. Measure M vote required for any new residential development.

B. **Additional Use Regulations.** The following additional regulations apply to uses located in mixed use zoning districts.

1. ***Types of mixed use allowed.*** Both horizontal and vertical mixed use development shall be allowed in mixed use zoning districts.

   a. Horizonal mixed use development allows a range of uses adjacent to one another on a development site, either in separate buildings or separate parcels on a project site.

Individual buildings may share project components, such as access driveways, internal circulation, parking, loading, and utility areas.

b. Vertical mixed use allows for a mix of uses within a single building where non-residential uses occupy the ground floor and residential or office uses are on the upper levels. A vertical mixed use project may have surface parking, subterranean parking levels, and/or at grade and above grade parking decks.

2. ***Multiple Tenancies in Large Format Retail and Grocery Stores***. Multiple tenants, either with leases or subleases, are permitted in large format retail stores and groceries, including business, medical, and personal services, pharmacies, banking services, telecommunications providers, and meal providers. Non-retail businesses shall not occupy more than ~~15~~ 20 percent of the total gross floor area.~~, and individual tenancies shall not be more than 5,000 square feet or 10 percent of the gross floor area, whichever is less.~~

3. ***Light Industrial and Warehouse Uses in the EMU***. The maximum size of individual buildings for light industrial and warehouse uses shall not exceed 250,000 square feet for three story buildings and 200,000 square feet for buildings of one or two stories.

4. ***Public Storage Facilities in EMU***. In addition to the requirements of Sections 20.514.440, public storage, including self-storage facilities, may be permitted in industrial projects when at least 75,000 square feet of retail space also is provided and the following standards are met:

a. *Minimum site size.* Public storage is only allowed within mixed use development on sites with five acres or more where retail space is a secondary use.

b. *Setbacks.* Public storage facilities shall be setback a minimum of 50 feet from front and street side property lines.

c. *Maximum building height.* If freestanding, the maximum building height for a public storage facility shall not exceed the building height of an adjacent residential only or mixed use building.

d. *Maximum floor area.* The maximum floor area for public storage facilities on a site shall not exceed 25 percent of the gross floor area for all residential and non-residential uses.

e. *Exterior building materials.* The exterior building materials, colors, and finishes of the public storage facility shall be the same as those used for residential and mixed use buildings on the project site to create a unified appearance.

f. *Building articulation.* The building facades of public storage facilities that face streets or residential and mixed use buildings in a project shall include building projections or recesses, doorways or window trim, and other details that provide architectural articulation and visual interest.

g. *On-site management.* On-site, 24-hour management shall be provided, and the Planning Commission may establish specific hours of operation as a condition of approval of a conditional use permit for a public storage facility. The gross floor area of a single ground floor commercial establishment in the BMU and EMU mixed use districts shall not exceed 15,000 square feet or 25,000 square feet if a general retail use. Hotels, motels, caretakers quarter, and offices are exempt from these floor area limits.

5. ***Qualifying Housing Development on Land Owned by Educational and Religious Institutions***. Housing development on land owned by educational or religious institutions meeting the criteria of Government Code Section 65913.16 are allowed by right with ministerial approval and a finding by the Director of Development Services that applicable objective design standards have been met.

20.202.040 – Development Standards

A. **General Standards.** Table 20.202-2 identifies development standards that apply to all lots and structures located in mixed use zoning districts. Additional performance standards for screening, landscaping, architectural design, noise, air quality, and traffic and access to ensure land use compatibility are in the 500 Series.

TABLE 20.202-2 DEVELOPMENT STANDARDS FOR MIXED USE ZONING DISTRICTS

	Zoning District				Additional Standards
Item	*RMU*	*BMU*	*EMU*	*MU20*	
Site Requirements					
Lot Area, Minimum	10,000 sq. ft.	10,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	none	none	none	80 ft.[1]	Sec. 20.202.040.B.2
Minimum Landscape Coverage	15%	15%	15%	15%	
Off-Street Parking and Loading		See Chapter 20.511 (Parking and Loading)			
Building Requirements					
Building Setbacks, Minimum					
Front	25 ft.	15 ft.	25 ft.	0 ft.	Sec. 20.202.040.B.1 and 2
Rear	25 ft.	15 ft.	25 ft.	15 ft.	
Street Side	15 ft.	15 ft.	15 ft.	0 ft	Sec. 20.202.040.B.2
Base Floor Area Ratio (FAR)	0.3	0.3	0.3	1.0	See Sec. 20.202.050.E for Transfer of FAR
Maximum Floor Area Ratio (FAR)	0.7 for site over 5 acres; 1.0 for sites 15,000 sq. ft. or less	1.0	0.6	I.0	On-site amenities required for additional FAR
Building Height, Maximum					
Stories	5	3	4	3	
Feet	65 ft.	40 ft.	55 ft.	45 ft.	

Item	Zoning District				Additional Standards
	RMU	BMU	EMU	MU20	
Note: 1. An additional five feet of lot width shall be provided for corner lots when the side lot line abuts a local or collector street, and an additional 10 feet of lot width shall be provided when the side lot line abuts a primary or secondary arterial street.					

B. **Additional Development Standards.** The following additional standards apply to lots and structures located in mixed use zoning districts. Mixed use design standards are in Section 20.507.060. Deviations from these standards may be approved with a development agreement and a commitment to community benefits.

1. ***Calculation of Residential Density.*** Where residential uses are allowed by a Measure M vote, the maximum density is 20 units per net acre, calculated on the basis of the total site area of the development plus the area of abutting local streets and alleys.

2. ***Reduced front and street side yards***. The required minimum front and street side setbacks may be reduced five feet to provide active frontages with pedestrian-oriented amenities.

3. ***Required building wall on designated streets***. Along commercial corridors in the BMU, where existing buildings are at or within five feet of the front setback line, building walls shall be constructed along or within 10 feet of the front setback line for a minimum of 50 percent of the primary street frontage. This is the "build-to" line. On reverse corner lots, if the street side yard is on an arterial street, it shall be subject to the required building wall standard. This requirement may be waived by the Director of Development Services upon finding that:

   a. Where ground floor residential uses are proposed, decks and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;

   b. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building requiring the building wall to be setback further from the front setback line; and

   c. The building incorporates an alternative entrance design that creates a welcoming entry facing the street.

4. ***Required ground floor transparency for non-residential uses***. Exterior walls for non-residential ground-floor uses that both face and are within 20 feet of a front or street side property line shall include windows, doors, or other openings in an area between two feet and eight feet above the sidewalk. No wall shall run in a horizontal plane more than 25 feet without an opening.

   a. Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work area, lobbies or other active spaces, and window displays shall be at least three feet in depth.

   b. Parking structures are not required to meet these transparency requirements.

   c. Alternatives to the building transparency requirement may be approved by the Director of Development Services for uses that have unique operational requirements making

windows or doors infeasible or for street-facing building walls that exhibit architectural relief and detail with landscaping that creates visual interest at the pedestrian level.

5. ***Building entrances.***

   a. Principal building entries shall front upon the primary street or on interior walkways and private streets.

   b. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.

6. ***Building mass and scale.***

   a. Buildings that are more than 150 feet in length shall include a minimum two-foot vertical variation in height for at least 50 feet or have a varied roof plane with gables or changes in roof pitch and orientation.

   b. To maintain a pedestrian-scale at the street level where ground floor commercial space is provided, building storefront widths shall not exceed 30 feet without a recess or a break, which may be a building entry or a separate display window.

   c. The minimum ground floor height for commercial uses, including retail shops, restaurants, service businesses, and offices is: 14 feet.

7. ***Pedestrian orientation and accessible pedestrian facilities in mixed use development***

   a. All mixed use -development on sites over two acres in size shall incorporate features such as interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces. Bonus FAR is available for qualifying amenities, such as plazas, courtyards and outdoor dining; see Section 202.202.050.

   b. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture, canopy trees, and/or shade structures to encourage pedestrian activity.

   c. Clearly marked pedestrian connections shall be provided between parking areas and buildings.

   d. Encroachments into the public right-of-way, such as a City-owned alley, are allowed for outdoor seating in conjunction with full-service restaurants, coffee shops, juice bars, and food/beverage retailers, provided a minimum six foot wide walkway and pedestrian clear zone is maintained, and the outdoor eating area is contiguous with interior eating space and does not encroach into a public sidewalk or the public right-of-way of an adjacent business. An encroachment permit issued by the City is required.

   e. All sidewalks, crosswalks, courts, and plazas shall be designed to be safe, accessible, and convenient for all individuals, consistent with the City's adopted Policy on Accessible Pedestrian Facilities.

8. ***Parking.***

   a. A parking structure shall be buffered with foundation planting or lined with commercial, retail, or residential use at the ground floor.

b. Building siting and parking design shall maximize opportunities for shared parking, common access entries and driveways in order to minimize the number of curb cuts and thus limit possible conflict between pedestrians and automobiles.

c. In mixed use development on sites over two acres, long-term parking should be on the periphery of the site and timed spaces for customers should be near building entries.

9. ***Landscaping***.

a. Canopy trees shall be included along all street frontages and within surface parking areas of mixed use development. Trees shall be selected from a list of City-approved trees and shall be approved by the Public Works Department prior to installation.

b. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving to define the pedestrian space.

10. ***Setbacks***

a. No rear setbacks are required when an alley abuts the rear of the lot.

b. When a lot abuts a residential parcel, the minimum setback shall be the same as required for the residential use on the abutting residential parcel.

20.202.050 – Development Bonuses for Community Amenities

A. **General Requirements.** Bonus floor area, as specified in this section, shall be allowed with a conditional use permit, design review, and site approval in the RMU, BMU, and EMU districts to compensate for the additional costs of proposed on-site or off-site community amenities that are consistent with the General Plan and the standards of this section, upon the granting of site approval pursuant to Section 20.603.070 (Site Approvals) or a Director of Development Services' approval if the alternative calculation method shown below is used and the additional findings required by subsection (B)(5) of this section are made.

1. In all mixed use districts, qualifying projects must provide on-site or off-site amenities as specified in the General Plan and this section that are sufficient to earn the number of points required for the bonus floor area requested, pursuant to subsections (B) of this section. The findings in subsection (B)(5) of this section also must be made by the Planning Commission.

2. To qualify for a floor area bonus, an on-site or off-site amenity must be significant and clearly beyond what would otherwise be required for the project under applicable Zoning Code provisions, conditions of approval, Building Code requirements, and/or environmental review mitigation measures.

B. **Determination of Bonuses.** Bonus floor area shall be calculated on the basis of points approved for individual amenities in accordance with Table 20.202-3 and the following procedures unless an applicant requests approval pursuant to the alternative calculation procedure specified in subsection (B)(3).

1. ***Points Required***. The number of bonus points required, up to a maximum of 100, shall be calculated according to the following formula:

$$\frac{\text{FAR Bonus Requested}}{\text{Maximum FAR Bonus Increment Allowed}} \times 100 = \text{Points Required}$$

Variables used in the bonus point calculation are as follows:

a. *FAR Bonus Requested.* The amount of bonus FAR requested is based on an applicant's development proposal; it is above the maximum base FAR allowed for the mixed use district where the project is located.

b. *Maximum FAR Bonus Increment Allowed.* The difference between the maximum FAR allowed and base FAR in each mixed use district is the maximum FAR bonus increment. The maximum bonus FAR increments for each mixed use district are as follows:

i. RMU District: 0.4 for parcels five acres or more in size; 0.7 for parcels with less than five acres

ii. BMU: 0.7

iii. EMU: 0.3

2. ***Points Counted Toward FAR Bonuses.*** The points awarded for providing individual on-site or off-site amenities shall be aggregated and counted towards the maximum allowable FAR on the site using the formula in subsection (B)(1).

3. ***Alternative Calculation of Bonus Floor Area.*** If requested by an applicant as an alternative to the points system, the Director of Development Services may approve bonus floor area up to the maximum increments allowed in each mixed use district as follows:

a. *Alternative Calculation Method.* For each one percent of construction costs allocated as an additional expenditure for one or more specific amenities listed in Table 20.202-3, a 1.5 percent increase in the allowable floor area shall be granted.

b. *Number of amenities required.* The number of specific amenities required shall be based on project size as follows:

i. Development of 50,000 square feet or less: At least ~~on~~ one amenity

ii. Development of 50,001 to 150,000 square feet: At least two amenities

iii. Development of more than 150,000 square feet: At least three amenities

c. *Allowable costs for amenities.* Allowable costs for these additional expenditures include the purchase price of materials, fabrication and installation costs, including transportation to the site, lighting and landscaping costs, and specific additional site improvements. Ineligible costs are land acquisition, site preparation, utility fees, and costs of building operations, maintenance, and repairs. Design review by the Planning Commission shall be required for amenities involving physical construction. The Director of Development Service may require a third-party peer review of proposed amenity costs, with the peer review paid by the applicant.

d. *Design review required.* Planning Commission approval of the proposed amenity package would be required as part of site approval.

4. ***Calculation of Points for Specific On-site Amenities.*** The maximum number of points that may be awarded for each on-site amenity, the calculation method, and other requirements are as shown in Table 20.202-3.

5. ***Required Findings***. To grant additional floor area for a community amenity, the Planning Commission or the Director of Development Services, whichever has approval authority, must make the following findings in addition to the findings required by Section 20.603.050 (Conditional Use Permits).

   a. That the proposed amenities are compatible with the overall project design;

   b. That the proposed amenities are in addition to what otherwise would be required by the Zoning Code, the Building Code, or as a mitigation measure following environmental review;

   c. That the objective development standards of Section 20.202.050 (C) (Development Standards for Specific Amenities), as required for an individual amenity, have been met; and.

   d. That the proposed amenities will provide community benefits sufficient to earn the number of points required for the bonus FAR amount requested. This finding is not required for projects requesting an alternative calculation of bonus floor area pursuant to paragraph (B)(3).

C. **Development Standards for Specific Amenities**.

1. ***Mini-parks, and plazas and seating areas.*** To qualify as an onsite amenity, privately-owned and maintained public open space (POPOS), including mini-parks, plazas, and outdoor seating areas, must meet the following standards and the standards for outdoor seating areas in Section 20.514.090:

   a. *Minimum Area.* 2,500 square feet of usable space. Along alleys, smaller areas of POPOS are allowed, with a minimum area of 500 square feet.

   b. *Location.* POPOS shall be adjacent to and accessible from public sidewalks or internal pedestrian walkways and shall be on the ground level. POPOS also may be allowed on rooftops if publicly accessible. It also shall be accessible to persons with disabilities.

   c. *Design.* POPOS shall be designed to provide, as appropriate, gathering areas, recreational areas, children's play areas, and/or outdoor seating, which may be covered or uncovered. Design review and site approval by the Planning Commission is required.

      i. No more than 20 percent of the POPOS shall be occupied by open space-related above-grade structures, such as pergolas, play structures, or public restroom structures or raised wooden decks with planters.

      ii. A minimum of 20 percent of the POPOS shall be planted area with grass, ground cover, bushes, planters, or trees, or shade structures shall be provided. All trees shall be planted flush with the surrounding grade.

      iii. One canopy shade tree is required for each 1,000 square feet of POPOS.

      iv. POPOS shall include bottle-fill stations, drinking fountains, bike racks if not provided in the vicinity, refuse and recycling receptacles, lighting, and signage indicating hours of operation.

TABLE 20.202-3 ON-SITE AND OFF-SITE AMENITIES AND BONUS POINTS

	On-Site Amenity	*Maximum Points*	*Point Calculation*	*Requirements*
(1)	Plaza, Min-park or other Privately-owned Public Open Space;~~.~~	50	1 point for each 1,000 square feet provided (minimum 2,500 square feet) up to a maximum of 50 points.	Design must comply with the standards of subsection (C) and be approved by the Planning Commission as part of design review for the project. Open space must be accessible to the general public at all times. Provision must be made for ongoing operation and maintenance in perpetuity.
(2)	Outdoor Dining	10	1 point for each increment of 50 seats for outdoor dining or fraction thereof, up to a maximum of 500 seats in a mixed use development and 10 points.	Design must comply with the standards of subsection (C) and be approved as part of design review for the project. No individual establishment may have more than 40 bonusable seats for outdoor dining.
(3)	Family-friendly Facilities	25	5 points for every 1.0% of construction costs allocated to family friendly facilities up to a maximum of 25 points. Qualifying facilities include outdoor and indoor public seating on-site day care, changing rooms in bathrooms, interactive play areas, dog-friendly areas, nursing facilities for mothers, recreational facilities for public use, and community meeting rooms.	Design must comply with the standards of subsection (C) and be approved as part of design review for the project. Planning Commission site approval is required.
(4)	EV Fast Charging Stations	25	3 points for each Level 3 Direct Current Fast Charging Space	Only charging stations that are in addition to the requirements for EV charging stations in Chapter 20.511, Parking and Loading and comply with the standards in subsection (C) shall be eligible to be counted for bonus points. Approval by the Director of Development Services is required.
(5)	Entertainment Programming	25	5 points for a commitment to 12 events a year over a 10-year period with average planned attendance of at least 100 persons, with additional points allowed for greater programming up to a maximum of 25 points	Only qualifying entertainment; no bonus points shall be granted for commercial entertainment provided in cinemas and hotels, and a performance bond may be required as a condition of approval of this bonus by the Director of Development Services
(6)	Public Art	25	5 points for every 1.0% of construction costs allocated to on-site public art, up to a maximum of 25 points	May include sculpture, painting, murals, graphic arts, mosaics, glass and similar permanent materials, excluding corporate signage, logos, mass produced art objects, and landscaping. A public art permit pursuant to subsection (D) shall be required.

On-Site Amenity		Maximum Points	Point Calculation	Requirements
(7)	Off-site Bicycle and Trail Improvements	25	5 points for every 1.0% of construction costs allocated to multi-purpose trails, shared use paths, or local neighborhood accessways, up to a maximum of 25 points.	Design must comply with the standards of subsection (C) and be approved by the Planning Commission as part of design review for the project. Improvements must be accessible to the general public at all times. Provision must be made for ongoing operation and maintenance in perpetuity.

d. *Accessory uses, structures and services.* POPOS may include accessory structures and locations for farmers' markets, incidental food sales, including carts, kiosks, and outdoor vendors, all of which must meet the standards and operating requirements of the Zoning Code and related requirements of the Municipal Code, including temporary use permits.

e. *Open to the public.* POPOS shall be open to the public, without charge, each day of the year, except for temporary closures for necessary maintenance or public safety.

f. *Maintenance.* POPOS shall be owned/leased, operated, and maintained by the developer or property manager.

2. ***Outdoor Dining Areas.*** To qualify as an on-site amenity, outdoor dining areas must meet the following standards:

a. *Required Permits.* A restaurant operating an outdoor dining area must have all the necessary permits to operate the restaurant, but no additional permits are required if the outdoor dining area meets the standards of this subsection and all of requirements of the Zoning Code.

b. *Location.* Outdoor dining areas may be established in common walkways, plazas, and courtyards open to the public where there is at least four feet of clearance maintained for pedestrians at the perimeter of the outdoor dining area. Outdoor dining shall not be placed in any driveway, fire lane, or maneuvering aisle. An encroachment permit is required for sidewalk dining modules and dining modules in alleys.

c. *Exclusion from floor area calculations.* An outdoor dining area does not count toward a restaurant's floor area calculation, and there are no limits on outdoor dining as it relates to indoor dining.

d. *Seating.* Tables shall be arranged so that seating edges are no less than 54 inches apart. Rectangular tables arranged to accommodate seating on one side only shall have not less than 36 inches between table edges. Aisles between tables and other chairs must be 44 inches minimum in width.

e. *Hours of operation.* All outdoor dining areas ~~adjacent to a residential zoning district or a residential use~~ must close and cease operations ~~by 10:00 p.m~~ when the associated business closes.

f. *Required perimeter walls.* A minimum 42-inch high solid wall ~~shall~~may be required with the sale and consumption of alcohol in outdoor dining areas. ~~between outdoor dining areas and~~

~~adjoining public sidewalks, parking areas, and driveways. This wall is not required for sidewalk and alley outdoor dining where allowed with an encroachment permit.~~

g. *Coverings for rain protection and shade.* Coverings for outdoor dining, such as awnings, umbrellas, canopies, and similar coverings shall be weather- ultra-violet, and fire-resistant. No portable tents are allowed.

h. *Parking.* No additional parking is required for outdoor dining areas.

i. *Use of existing parking spaces.* An outdoor dining area may occupy up to three existing parking spaces per restaurant or other eating establishment without the need to provide additional or replacement parking with the written permission of the~~n~~ property owner. No accessible spaces, EV charging spaces, or bicycle parking shall be used for outdoor dining.

j. *Live entertainment; music and televisions.* Live entertainment and use of speakers, televisions, or other amplified sound, dancing, and music is allowed in an outdoor dining area with a live entertainment permit, subject to the standards of Chapter 9.40 of this Code. Reasonable conditions of approval may be imposed to ensure land use compatibility and minimize impacts on adjacent neighborhoods; live entertainment may be permitted with a temporary use permit for special events.

k. *Heating.* Patio heaters shall comply with City codes.

l. *Trash containers.* No trash bins or enclosures shall be placed within or adjacent to outdoor dining areas. This restriction does not apply to trash cans for public use.

m. *Alcohol.* Alcohol sales and consumption, including wine and beer sales and consumption, require a valid California Alcoholic Beverage Control license and are subject to Section 20.514.030. If alcoholic beverages are served to the outdoor seating area, the seating area must be fenced and a restaurant employee shall seat restaurant patrons.

3. ***Family-friendly Facilities.*** To qualify as an on-site amenity, family-friendly facilities must meet the following standards:

a. *Qualifying facilities.* A mixed use project shall include at least two of the following family friendly facilities for projects with up to 100,000 square feet of non-residential space and three or more facilities for projects with more than 100,000 square feet of non-residential space.

i. Outdoor or indoor public seating areas with at least 50 linear~~l~~ feet of seating space;

ii. Public restrooms (in addition to those required by the Building Code for public use);

iii. On-site day care rooms for at least 25 children;

iv. Changing spaces with changing tables in at least 10 percent of the bathrooms provided for customers of retail shops;

v. Indoor or outdoor playgrounds or interactive play areas for children (1,000 square feet minimum size) and rooftop recreation areas for adults;

~~v.~~vi. Dog-friendly areas, including pet waste stations~~;~~

~~vi.~~vii. Nursing facilities for mothers;

~~vii.~~viii. Indoor or outdoor recreational facilities for public use, such as children's play structures, yoga studios, and basketball courts (1,000 square feet minimum size); and

~~viii.~~ix. Community meeting room (400 square feet minimum size).

b. -*Design standards.* Family-friendly facilities shall be required to meet the design standards of Chapter 20.507 (Design Standards) as part of the approval process for the project.

4. ***EV Fast Charging Stations.*** To qualify as an on-site amenity, electric vehicle (EV) fast charging stations must meet the following requirements.

a. *Qualifying spaces.* Only, Level 3 Direct Current Fast Chargers that conform to the requirements of the California Green Building Standards Code and are in additional to the number of EV spaces required by Chapter 20.511 (Parking and Loading)~~,~~ qualify as an on-site amenity.

b. *Size.* Electric vehicle charging spaces/stations shall be the same size as other vehicle parking spaces. Then electric vehicle charging equipment shall not reduce the size of the parking space.

c. *Equipment.* Electrical vehicle charging stations shall be equipped with electrical outlets, and may also be equipped with card readers, controls, connector devices, and other equipment, as necessary for public use.

5. ***Entertainment Programming.*** To qualify as an on-site amenity, facilities for entertainment programming must meet the following standards and permit requirements:

a. *Qualifying entertainment.* Only indoor or outdoor entertainment provided to the public as an on-site amenity by a community or non-profit organization, individual artists or entertainers, local bands, local restaurants, or schools qualifies as a bonus-able amenity in a mixed use development. Concerts and movie nights in plazas or parks also count as qualifying entertainment. Live entertainment in hotels, cinemas, and other similar forms of commercial entertainment are not eligible as qualifying entertainment.

b. *Minimum performance commitments.* The developer, building owner, or property manager shall agree to providing the minimum number of performances to the minimum audience size proposed for the bonus points requested over a 10-year time period. Performances may be scheduled on a monthly, quarterly, or annual basis. They may be on-site or at an adjacent venue open to the public, and they may be provided with cooperative arrangements with a community or non-profit organization. A ticket fee may be charged. The Director of Development Services may require an agreement to ensure that the proposed entertainment is provided.

c. *Temporary use permit required.* A temporary use permit shall be required for each event, issued by the Director of Development Services pursuant to Section 20.603.060 (Temporary Use Permits).

6. ***Public Art.*** To qualify as an on-site amenity, public art must meet the following standards and permit requirements:

a. *Type of Art Allowed.* Public art proposed as an on-site amenity may include a wide range of types of art, including sculpture, painting, (including permanently affixed works, such as murals), graphic arts, mosaics, glass, mixed media, and functional art (, such as benches, tree grates, and trash receptables), that are on a large public scale, with durable and long-lasting materials, and represent a significant piece of work that strengthens the aesthetic appearance of the development. Sculpture may be freestanding, in the round, bas-relief, mobile, fountain, kinetic, electronic or any other material or combination of materials styles and materials. The determination of artistic preferences shall be made by the owner or developer of the project, not the City, except that obvious expressions of profanity and offensive and inflammatory public speech are prohibited.

b. *Location.* Public art shall be displayed outside in a location visible from the street. Appropriate locations include entry driveways, landscaped front and corner side setbacks, plazas, building facades, and courtyards.

c. *Art Valuation.* Allowable costs for public art in a private development include the purchase price of the art and installation costs, including transportation to the site, lighting costs, art consultant fees, and the costs of an identification plaque and appropriate signage. Ineligible costs are land acquisition, site preparation, travel costs for the artist, architects, fees, utility fees, and fees associated with dedication ceremonies, publicity, ~~or~~ educational components, maintenance, and repairs and any citywide fees for public art.

d. *Timing of Installation.* Public art shall be installed prior to issuance of a certificate of occupancy; however, the Director may allow the installation of public art at a later time if the applicant has filed adequate security to guarantee later installation. This security may be in the form of a developer-furnished bond, letter of credit, cash deposit or similar security instrument along with an agreement to install the required art that is acceptable to the Director and the City Attorney.

e. *Identification Plaque.* An identification plaque, made of cast metal, shall be installed near~~t~~ the art piece and include the date, title and artist's name.

f. *OPTIONAL Art Permit Required.* An Art Permit, issued by the Director of Development Services shall be required for the installation of public art in private development. This permit must be requested prior to issuance of a building permit; in a phased project, the Director may determine which phase of development triggers the need for the Art Permit. The application for the Art Permit shall be in the form established by the Director, and include at a minimum, a site plan indicating the location and orientation of the art, a lighting plan, and landscaping, as appropriate, "to-scale" drawings of the art piece, color elevation renderings of the art piece at its proposed location, material samples, information on the artist's past work, and a statement about what the art is to represent for the City. The Director may approve a Master Art Permit when the installation of multiple pieces of art is proposed on a large site.

g. *County Recordation.* Prior to completion of the art installation, the owners of the property shall record in the office of the San Bernardino Recorder-County Clerk a description of the art piece and the obligation of present and future owners to maintain and repair the art.

7. ***Off-site Bicycle and Trail Improvements.*** To qualify as a bonusable amenity, an off-site bicycle or trail improvement must meet the following standards:

   a. *Eligible improvements.* A proposed off-site bicycle improvement must be identified as one of the Proposed Bicycle Facilities in the Infrastructure Element of the General Plan. A proposed off-site trail improvement must be identified as one of the Planned Multi-Use Trails in the Parks, Recreation and Community Element of the General Plan.

   b. *Design standards.* The proposed bicycle or trail ~~traail~~ improvement shall be required to meet the standards established in the Design Guide for the City's adopted Bicycle and Pedestrian Master Plan.

   c. *Site approval required.* All off-site bicycle and trail improvements are subject to site approval by the Planning Commission.

D. **Modifications of On-Site Amenities.**

1. ***Prior to Issuance of Building Permit***. No on-site amenity for which a floor area bonus has been granted may be eliminated or reduced in size without the approval of the Planning Commission. To grant such approval, the Planning Commission must find that there is a corresponding reduction in intensity, height, and/or density, a substitution of an equivalent on-site amenity, or a combination of the two.

2. ***Prior to Issuance of Certificate of Occupancy.*** Before a certificate of occupancy is issued for a project, the applicant shall provide information to the Director of Development Services that the bonus points upon which the project's floor area ratio was based have, in fact, been achieved. If the number of bonus points achieved by the completed project is less than required, the applicant shall contribute one-tenth of one percent (0.1%) of construction valuation per point of shortfall to the City of Chino Parks Improvement Fund. Such contribution shall be made before a certificate of occupancy is issued.

E. **Transfer of Floor Area in BMU District.** A property owner or developer may submit a request as part of the development application to transfer an allowance for floor area that is not used in a development in the BMU district to another site anywhere in the BMU district. For purposes to this provision, the amount of unused floor area is the difference between the maximum amount of floor area allowed by the maximum FAR (1.0), including bonus FAR earned with qualifying amenities and the pre-existing floor area on the "sending site." Potential development on the "receiving site" shall include sufficient points for community amenities on-site, calculated pursuant to subsection (B) above to qualify for the bonus floor area requested, which is received as a result of the transfer and may exceed the FAR limits that otherwise would apply. The points for community amenities also may be earned by development on the sending site. This development right for unused floor area may be transferred to an intermediate transferee, such as the City or a nonprofit organization, prior to the time which its uses on a "receiving site" has been approved.

   ~~i.~~1. No transfer of unused floor area shall be recognized by the City until the Director of Development Services receives an application for approval of a transfer of floor area, confirms that the amount of floor area to be transferred represents the amount of unused floor area on the "sending site," and specifies the required community benefits for any bonus floor that must be provided and the performance guarantees the City will require. The Director shall issue a

written statement of his/her findings as to the amount of floor area eligible to be transferred and the community benefits required for bonus floor area. The Director of Development Services'~~s~~ statement shall not be construed as granting any entitlement granting any entitlement to approval of the proposed use of transferred floor area, which can only be done through a separate development.

~~ii.~~2. After a development right to unused floor area has been transferred, the "sending site" shall not be further subdivided or developed to a greater intensity than permitted under the remaining development right.

~~iii.~~3. An instrument of transfer acceptable to the City Attorney shall be prepared and executed by the transferor and the transferee. The costs of the City Attorney's review shall be paid by the applicant. The instrument shall include a legal description, the Director of Development Service's confirmation of the amount of floor area to be transferred and conditions for approval of any bonus floor based on community amenities to be provided, and a covenant that the transferor irrevocably grants and transfers to the transferees and the transferee's heirs and successors a development right to a specified amount of unused floor area to be used on the "receiving site."

~~iv.~~4. A certified copy of the original instrument of transfer shall be delivered to the Director of Development Services along with the required filing fee, and the Director shall then file it for record in the San Bernardino County Clerk-Recorder's Office

~~v.~~5. The development rights to unused floor area may be transferred to the City for the City's subsequent use on a "receiving site" in the BMU District.

~~vi.~~6. After the instrument of transfer has been executed and recorded, the owner of the "receiving site" may submit an application for use of the transferred floor area in a development on the "receiving site." This application shall be subject to site approval by the Planning Commission, and the proposed development must conform to all of the standards otherwise applicable to development in the BMU district except the floor area ratio, which shall be adjusted based on the amount of transferred floor area and bonus floor area allowed.

Chapter 20.203 – COMMERCIAL ZONING DISTRICTS

Sections:

20.203.010 – General Purpose
20.203.020 – District Purposes
20.203.030 – Use Regulations
20.203.040 – Development Standards

20.203.010 – General Purpose

The general purpose of commercial zoning districts is to:

A. Provide locations for commercial uses to meet the needs of Chino residents and visitors in attractive, human-scale development that enhances a "small town" sense of place.

B. Promote a diverse local economy that is growth-oriented and dynamic.

C. Provide locations for land uses that generate sales tax revenue for the City.

D. Increase the number of high-paying jobs available to Chino residents.

E. Increase the ability for Chino residents to be able to live and work in the city.

F. Provide landscaping and pedestrian amenities in neighborhood and community shopping centers.

20.203.020 – District Purposes

The specific purpose of each commercial zoning district is as follows:

A. **Commercial Neighborhood (CN).** The purpose of this district is to promote retail and personal service uses to meet the needs of local residents within a service radius of approximately one mile in centers within close proximity to residential neighborhoods. Permitted uses include grocery stores, drug stores, convenience stores, banks, dry cleaners, barber shops, beauty salons, laundromats, eating and drinking establishments and commercial sports and recreational uses. Neighborhood commercial uses are typically located at intersections along arterial streets. Typically, centers in the CN district include a larger anchor tenant, such as a supermarket, together with a variety of smaller shops, banks, personal services, eating and drinking establishments, and commercial sports and recreational uses. The CN district is not intended for uses, such as department stores and "big box" stores for large format retail, that serve the city as a whole or the larger region. The CN district allows an FAR of up to 0.3. ~~The purpose of this district is to promote shopping centers within close proximity to residential neighborhoods. Typically, centers in the CN district include a larger anchor tenant, such as a supermarket, together with a variety of smaller shops. The CN district is not intended for uses, such as department stores, that serve the city as a whole or the larger region. The CN district allows an FAR of up to 0.3.~~

B. **Commercial General (CG).** The purpose of this district is to provide commercial areas to meet the daily and occasional shopping needs of Chino residents and visitors to Chino. The CG district allows

a wide variety of commercial uses, including ~~office and restaurant uses to serve residents, employees and visitors throughout the city. The CG district allows an FAR of up to 1.0.~~ ; professional offices, retail, business and personal services, entertainment, and restaurant uses, and other uses typically found in shopping centers~~.~~ to serve residents, employees and visitors throughout the city. Gas stations, electric vehicle charging stations, and automobile sales also are permitted. Minimum parcel size is two acres. The CG district allows an FAR of up to 0.4. ~~office and restaurant uses to serve residents, employees and visitors throughout the city. The CG district allows an FAR of up to 1.0.~~

~~**Commercial Office (CO).** The purpose of this district is to accommodate the expansion of the job and economic base of the City of Chino and to provide more Chino residents with the potential to work in the city. The CO district provides sites for office and research and development uses that accommodate high-tech, medical/hospital, legal, financial, insurance, government and similar activities. Supporting business and commercial services also are allowed. The CO district allows an FAR of up to 1.0.~~

~~**Commercial Regional (CR).** The purpose of this district is to provide an area for commercial uses that serve a regional market. A wide range of commercial uses are permitted in the CR district, including department stores, home furnishings and appliance stores, apparel stores, specialty retail stores and restaurants. The CR district allows an FAR of up to 0.6.~~

C. **Commercial Service (CS).** The purpose of this district is to provide for a mix of heavy commercial and service-oriented businesses that require efficient access to high volume roadways. Typical uses include auto and equipment sales, repair and maintenance; lumber yards and construction materials sale; nurseries; and other specialty retailing as well as restaurants, hotels/motels, and commercial recreation and entertainment uses. This district is intended to provide locations for heavy commercial and service-oriented businesses and certain light industrial uses, particularly service industries for agricultural, commercial and industrial uses. ~~The purpose of this district is to provide a central location for heavy commercial and certain light industrial uses, particularly service industries for agricultural, commercial and industrial uses.~~ The CS district allows an FAR of up to 0.6.

20.203.030 – Use Regulations

A. **Permitted Uses.** Table 20.~~06~~20406203-1 identifies land uses permitted in each commercial district. Numbers in the table refer to notes following the table.

TABLE 20.203-1 LAND USES PERMITTED IN EACH COMMERCIAL DISTRICT

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

Uses	*Zoning District*			*Additional Regulations*
	CN	*CG*	*CS*	
Residential Uses				
Group Homes and Facilities	■	C	■	Sec. 20.514.210
~~Senior Housing Projects~~	~~■~~	~~C~~	~~C~~	~~Sec. 20.513.480~~
~~Congregate Care Facilities~~	~~■~~	~~C~~	~~C~~	~~Sec. 20.512.140.~~

Uses	Zoning District			Additional Regulations
	CN	CG	CS	
Live/Work	■	■	C	Sec. 20.514.290
Residential Care Facilities, Large	■	C	■C	Sec. 20.514.470
Residential Care Facilities, Small	■■	~~C~~P	■	Sec. 20.514.470
Caretaker Quarters	■	■	P	Sec. 20.514.080
Public and Quasi-Public Uses				
Places of Assembly				
Places of Worship, Community Scale	C	C	■	
Places of Worship, Regional Scale	■	C	■	
Places of Worship, Small Storefront	A	A	■	
Places of Worship, Large Storefront	A	A	■	
Clubs and Lodges	C	C	■	
Cultural and ~~Institutional~~ Entertainment Uses				
Live Theaters and Auditoriums	■	~~C~~P	■	
Motion Picture Theaters	■	P	C	
Music/Comedy Venues	■	P	C	
Libraries	~~C~~P	~~C~~P	■	
Museums and Art Galleries	~~C~~P	~~C~~P	~~C~~P	
~~Botanical Gardens and Zoological Gardens~~Arboretums	■	~~C~~	■	
Health Services				
Hospitals	■	C	C	
Medical Clinics and Labs	P	P	P	
Medical Offices	P	P	P	
~~Medical Marijuana Dispensary~~	■	■	■	
Educational Uses				
Schools, Public or Private ~~- Less Than 150 Students~~	■	C~~C~~	■	
Trade and Vocational Schools	■	~~C~~P[1]	■	
Schools for Personal Enrichment and Fulfillment- (Including but not limited to culinary arts, pottery, music, candle making, dance, fashion/textiles, quilting classes)	~~A~~P[1]	~~A~~P[1]	~~A~~P[1]	Sec. 20.514.490
Tutoring Center	P	P	P	
Gym/Athletic Instruction, Minor	~~A~~P	~~A~~P	~~A~~P	Sec. 20.514.230
Gym/Athletic Instruction, Major	■	~~C~~A	~~C~~A	Sec. 20.514.230
Gym/Athletic Instruction,	~~A~~P	P	~~A~~P	Sec. 20.514.230
Small/Boutique Fitness Studio	P	P	P	
Child/Adult Care Services				
~~Child~~ Child/Adult Day Care Centers	~~C~~A	~~C~~A	■	Sec. 20.514.150

Uses	Zoning District			Additional Regulations
	CN	CG	CS	
~~Day Care Facilities, Adult~~	~~C~~	~~C~~	~~■~~	
Other Community Services				
Emergency Shelters	■	C	P	Sec. 20.514.170
Social Services, Charitable Institutions and Services	C	C	C	
Public Safety Facilities	C	C	C	
Commercial Uses				
Retail				
~~Retail,~~ General	P[5]	P	P	
~~Carts and Kiosks~~Outdoor Vendors	A	A	■	Sec. 20.514.410
~~Retail,~~ Thrift, ~~and~~ Vintage, and Consignment ~~Secondhand Stores~~	P	P	P	
Pet Store (Including Grooming, Boarding. Training)	P	P	P	
~~Animal Sales and Services~~ Pet Grooming	P	P	P	
Pet Boarding	P	P	P	
Pet Training	P	P	P	
Veterinary Clinics	■P	~~C~~P	~~C~~P	
Commercial Nurseries/ Garden Center	C	P	P	Sec. 20.514.100
Farmers' Markets	P	P	■	Sec. 20.514.200
Guns and Ammunition Sales	■	C	■	
Smoke Shops and Retail Tobacco Sales	■	C	■	Sec. 20.514.520
Alcoholic Beverage Sales	~~A/C~~P/C	~~A/C~~P/C	~~A/C~~P/C	Sec. 20.514.030
Pawn Shops	■	■	~~C~~P C	
Adult Oriented Businesses	■	■	C	
Cannabis Retailer (Dispensary)	■	■	■	
Indoor Swap Meets	■	■ C	C	
Outdoor Swap Meets	■	C	■	
Vehicle Sales and Services				
Automobile Sales and Services	■P[2]	~~C~~P[2]	~~C~~P[2]	Sec. 20.514.070
Automobile Rental	■P/A [3]	~~A/C~~P/A	~~A/C~~P/A [3]	Sec. 20.514.060
Truck and Trailer Rental	■	■	~~C~~P	Sec. 20.514.060
Vehicle Parts and Accessories Sales	P	P	P	Sec. 20.514.560
Vehicle Customization Service	P	P	P	
Car Wash	■	C	C	
Bus and Large Truck Cleaning	■	■	■	
Vehicle Repair Garage	■	A	A	Sec. 20.514.570
Bus and Large Truck Repair and Maintenance	■	■	C	
Paint or Auto Body Repair, Indoor	■	C	C	

Uses	Zoning District			Additional Regulations
	CN	CG	CS	
Vehicle Towing Service and Towed Vehicle Storage	■	■	P/C if yard for towed vehicles	
Gas and Service Stations	C	P	P	Sec. 20.514.510
Eating and Drinking Establishments				
Restaurant	P	P	~~C~~P	
Restaurant, Drive-Throughu~~t~~ Facility	~~C~~P	P	~~C~~P	Sec. 20.514.160
Bars, Nightclubs and Lounges	■	C	C	Sec. 20.514.340
Cigar Lounges and Hookah Bars	■	P ~~C~~	P ~~C~~	Sec. 20.514.090
Micro-brewery and Micro-distillery	■	A/P[4] ~~C~~	A/P[4] ~~C~~	Sec. 20.514.030
Banquet Facilities	■	~~C~~P	C	
Transient Occupancy				
Bed and Breakfast	■ P	~~C~~ P	■ P	Sec. 20.514.270
Hotels and Motels	■P	~~C~~P	P	Sec. 20.514.270
Commercial Services				
Offices	P	P	P	
~~Offices, Service~~	~~P~~	~~P~~	~~P~~	
Personal Services	P	P	P	
Personal Services, Restricted	■	■	C	
Tattoo, Body Piercing and Body Art	P	P	P	
Business Support Services	P	P	P	
Banks, Retail	P	P	P	
~~Check Cashing Services~~Non-traditional Financial Institutions	■	■	A~~C~~	Sec. 20.514.350
~~Payday Advance Services~~	■	~~P~~	~~P~~	.
~~Cyber Cafes~~	■	~~C~~	~~C~~	~~Sec. 20.21.310~~
Day Spas/ Wellness Centers	■P	~~C~~P	■P	
Massage Establishments	■C	C	C	Chapter 5.24 and Sec. 20.514.320
Funeral Parlors, Mortuaries and Crematories	■	C	C	
Fortunetelling	■	P	P	
Entertainment-Related Services				
~~Motion Picture Production and Distribution Services~~	■	~~C~~	~~C~~	
Recording and Podcast Studios	■	P	P	
Broadcasting Studios	■	~~C~~P	~~C~~P	
Recreational Uses				

Uses	Zoning District			Additional Regulations
	CN	CG	CS	
Commercial Recreation (Including but not limited to_Indoor Trampoline Parks, Axe Throwing, Escape Room, Laser Tag, _Indoor Virtual/Miniature Golf, Immersive Experience. Amusement Centers, Karaoke)	~~P~~A	~~C~~P	P	Sec. 20.514.110
Outdoor Golf Courses, Miniature	■	C	■	
Parks and Recreational Facilities	P	P	P	
Sports Stadium or Arenas	■	■C	■C	
Amusement or Theme Park	■	■	■	
Industrial				
Manufacturing and Processing				
Manufacturing and Processing, Light	■	■	P	
Food Preparation (including Ghost Kitchen, Test Kitchen, Catering)	■	P	P	
Recycling				
Recycling Facilities, Small Collection	A	A	A	Sec. 20.501.040
Recycling Facilities, Large Collection	■	■	■	Sec. 20.501.040
Recycling Facilities, Reverse Vending Machines	A	A	A	Sec. 20.501.040
Warehousing and Storage				
Warehousing, Very Light (<25,000 sq ft)	■	■	P	Sec. 20.514.590
Outdoor Storage, Incidental	A	A	A	Sec. 20.514.400
Outdoor Storage, as a Primary Use	■	■	■	Sec. 20.514.400
Other Industrial				
Equipment Rental and Sales, Light Equipment	■	C	P	Sec. 20.514.180
Transportation, Telecommunications and Utilities				
EV Charging Stations	P	P	P	Sec. 20.511.100
Transportation Terminals~~/Truck Stops~~	■	C	C	
Parking Facilities	■	C	C	
Utilities, Major	C	C	C	
Utilities, Minor	C	C	C	
Wireless Facilities	WTFPP	WTFPP	WTFPP	Chapter 20.515
Solar Panels, Incidental – Including Solar Carports	~~A~~P	~~A~~P	~~A~~P	Sec. 20.501.050
Wind Turbines, Incidental	■	■	■	Sec. 20.501.050
Agricultural Uses, Activities and Facilities				
Crop Cultivation	A	A	A	Sec. 20.514.020
Agricultural Product Stands	I	I	I	Sec. 20.514.020

Notes:

1. A conditional use permit is required if student capacity exceeds 150.
2. Development Agreement Required-, Chapter 20.603.040.
3. Maximum of 10 vehicles stored on-site; administrative approval required for more than 10 vehicles.
4. Permitted if associated with a restaurant on-site; otherwise administrative approval required.
5. Large format retail sales are not allowed.

B. **Additional Land Use Regulations.**

1. ***Multiple Tenancies in Large Format Retail and Grocery Stores***. Multiple tenants, either with leases or subleases, are permitted in large format retail stores and groceries, including business, medical, and personal services, pharmacies, banking services, telecommunications providers, and meal providers. Non-retail businesses shall not occupy more than 20 percent of the total gross floor area. All tenant signage is subject to Title 16 (Signs).

2. ***Qualifying Housing Development on Land Owned by Educational and Religious Institutions.*** Housing development on land owned by educational or religious institutions meeting the criteria of Government Code Section 65913.16 are allowed by right with ministerial approval and a finding by the Director of Development Services that applicable objective design standards have been met.

3. ***Qualifying Housing Development under Defined Criteria.*** Qualifying housing development meeting the criteria of Government Code Section 65912.110 through 65912.131 are allowed by right with ministerial approval and a finding by the Director of Development Services that applicable objective design standards have been met. See Section 20.603.110 (Special Procedures for Accessory Dwelling Units and Farmworkers Housing).

20.203.040 – Development Standards

A. **General Standards.** Table 20.~~06~~203-2 identifies development standards that apply to all lots and structures located in commercial zoning districts.

TABLE 20.203-2 COMMERCIAL DEVELOPMENT STANDARDS

~~Item~~	~~Additional Standards~~ (CO district deleted)			
	Zoning Districts			Additional Standards
Item	CN	CG	CS	
Site Requirements				
Lot Area, Minimum	~~5 acres~~6,000 sq. ft.	6,000 sq. ft.	~~1 acre~~6,000 sq. ft.	
Lot Width, Minimum	■	■	■	
Lot Depth, Minimum	■	■	■	
Landscape Coverage, Minimum	15%	10%	10%	
Off-Street Parking and Loading				

~~Item~~	~~Additional Standards~~ (CO district deleted) Zoning Districts			Additional Standards
Item	CN	CG	CS	
Building Requirements				
Building Setbacks, Minimum				
Street	25 ft.	20 ft.	25 ft.	
Interior Rear	25 ft.	0 ft.	0 ft.	Sec. 20.203.040.B.1
Interior Side	25 ft.	0 ft.	0 ft.	Sec. 20.203.040.B.1
Minimum Separation Between Buildings or Structures	10 ft.	10 ft.	Subject to UBC	
Maximum Lot Coverage	30%	40%	45%	
Floor Area Ratio (FAR)	0.30	1.0	0.6	
Building Height, Maximum				
Stories	~~1~~2	8	2.5	
Feet	35 ft.	120 ft.	35 ft.	

B. **Additional Development Standards.** The following additional standards apply to lots and structures located in commercial zoning districts.

~~1. On developments two or more stories in height, an additional 10 feet of building setback shall be provided for each story after the first.~~

~~2.~~1. Within the CG, ~~CO~~CS, and CN zones, properties that abut a residential zone shall provide a minimum setback of 20 feet, and the requirements of Section 20.501.070 (Screening and Landscape Buffer Yards on Common Lot Lines for Certain Uses) also apply. Additionally, a ~~six~~6~~eight~~-foot-high masonry block wall shall be constructed at the property line. The five feet nearest the wall shall consist of a landscape screen which will reach a height of at least 10 feet.

~~3.~~2. Design standards for commercial uses are established in Sections 20.507.070, and design standards for office uses are in Section 20.507.080 (Office Design Standards). However. within the CS zone, these design standards shall not apply to pre-existing, legally conforming uses that propose to alter or expand a building or use on an infill site, which will provide economic benefit to the community and fiscal benefits to the City. The Director of Development Services also may allow adjustments in minimum building setbacks, minimum landscaping, and maximum lot coverage standards established in Table 20.203-2 if needed to provide a reasonable accommodation for a proposed expansion or alteration of a pre- existing building on an infill site.

Chapter 20.204 – INDUSTRIAL ZONING DISTRICTS

Sections:

20.204.010 – General Purpose
20.204.020 – District Purposes
20.204.030 – Use Regulations
20.204.040 – Development Standards

20.204.010 – General Purpose

The general purpose of industrial zoning districts is to:

A. Provide appropriate locations for all types of ~~distributive, industrial and related~~industrial, manufacturing, and warehousing activities, including logistics uses development.

B. Protect industrial activities by preventing incompatible uses from locating within industrial districts.

C. Maintain an adequate supply industrial land to accommodate future industrial growth and development.

D. Support a dynamic and innovative local economy.

E. Ensure that industrial and related uses enjoy convenient access to the regional transportation system.

F. Provide quality jobs that are available to residents of all income levels.

G. Minimize the impacts of industrial activities on adjacent uses to the extent possible.

H. Ensure the design of industrial structures that enhances the image of the city.

20.204.020 – District Purposes

The specific purpose of each industrial zoning district is as follows:

A. **Business Park (BP).** The purpose of this district is to provide for the business needs of industrial park employers and employees. The predominant uses will be businesses that primarily provide support services to industrial development, such as offices for engineers, sales representatives or other manufacturing service types of businesses, restaurants, and space for distributors and other retail outlets. Small manufacturing firms also may be allowed if operations can be accomplished entirely indoors and are related to the service needs of manufacturers. ~~a combination of commercial offices and industrial uses in a campus-like setting. The BP district provides areas for larger employment centers with reduced traffic congestion and allows for limited industrial activities which are compatible with intensive office development.~~ The BP district allows for a maximum FAR of 0.6.

B. **Light Industrial (M 1).** The purpose of this district is to provide areas for production, distribution, and repair-oriented businesses that typically generate less pollution, noise, or odors than General Industrial uses. A wide range of uses are permitted, including manufacturing, assembly, fabrication, packaging, storage, repair and maintenance yards, utility plants, recycling centers and similar facilities.

Production-oriented uses such as creative uses and maker spaces; studios; media production; printing and publishing; distilleries; wine-making facilities; micro-breweries; tech start-ups; and research and development facilities. Accessory office and retail are also permitted. ~~manufacturing which can be considered light in nature by reason of its size, activity and performance characteristics. It is intended that the M 1 district is used to provide for a wide variety of manufacturing uses that produce relatively limited volumes of traffic, noise, odors or pollutants.~~ The M 1 district allows for a maximum FAR of 0.6.

C. **General Industrial Zone (M 2).** The purpose of this district is to provide areas for industrial activities, including general industrial, heavy industrial, and manufacturing uses that may generate heavy traffic, noise, or odors. Establishments located in these areas typically require large parcels of land with good truck and/or rail access. Due to the nature of their operation, uses in this designation require a degree of separation from residential, retail, restaurant, hotel and other sensitive uses~~a broad range of industrial uses. The M 2 district allows for manufacturing, utilities and related uses that are not compatible with commercial or residential uses. The location of the M 2 district is intended~~ Good neighbor standards will minimize impacts of ~~heavy industrial~~ warehouses and logistics activities in Chino on residential and other protected land uses. The M 2 district allows for a maximum FAR of 0.6.

D. **Airport Development Zone (AD).** The purpose of this district is to provide areas for the operation of airport and aviation facilities, services and administrative uses, as well as incidental office uses. The AD district also provides areas for air freight handling facilities, aircraft hangars and public transportation and related facilities, including aircraft fuel and supply services.

20.204.030 – Use Regulations

A. **Permitted Uses.** Table 20.~~07~~204-1 identifies land uses permitted in each industrial zoning district. Notes in Parenthesis ([1]) refer to additional regulations at the end of the table.

TABLE 20.204-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				*Additional*
Uses	*BP*	*M1*	*M2*	*AD*	*Regulations*
Residential Uses					
~~Live/Work~~	~~C~~	~~■~~	~~■~~	~~■~~	~~Sec.~~
Caretaker Quarters	C	C	C	C	Sec. 20.514.080
Public and Quasi-Public Uses					
Places of Assembly					
Places of Worship, Community Scale	C	C	C	■	
Places of Worship, Regional Scale	C	C	C	■	
Places of Worship, Small Storefront	A	A	A	■	
Places of Worship, Large Storefront	C	C	C	■	
Clubs and Lodges	C	■	■	■	
Health Services					
Cannabis Retailer (Dispensary)	■	■	■	■	

TABLE 20.204-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				Additional
Uses	*BP*	*M1*	*M2*	*AD*	*Regulations*
Medical Clinics ~~and Labs~~	P	P	■	■	Sec. 20.514.250
Medical Laboratories	P	P	P	■	
Medical and Dental Offices	P	P~~A~~	■	■	Sec. 20.514.250
~~Medical Marijuana Dispensary~~	■	■	■	■	
Educational Uses					
Trade and Vocational Schools	~~C~~A	■A	■	A [1]	
Schools for Personal Enrichment and Fulfillment	A	A■	A■	A [1]	
Gym/Athletic Instruction, Minor	~~A~~P	■A	■A	■	Sec. 20.514.230
Gym/Athletic Instruction, Major	■A	A~~C~~	A~~C~~	A■	Sec. 20.514.230
Small/Boutique Fitness Studio	P	A	■	■	
Other Community Services					
Public Safety Facilities	P~~C~~	P~~C~~	P~~C~~	P~~C~~	
S~~ocial Services, Charitable Institutions and Service~~Non-Profits Organizations and Human Services.	C	■	■	■	
Commercial Uses					
~~*Retail*~~					
Guns and Ammunition Sales	A	A	■	■	Sec. 20.514.220
~~Cart/Kiosk~~Outdoor Vendor	A	A■	A■	■	Sec. 20.514.410
Animal Sales and Services	C	■	■	■	
Pet Stores (including Grooming, Boarding and Training)	C	■	■	■	
Pet Grooming	C	■	■	■	
Pet Boarding	C	■	■	■	
Pet Training	C	■	■	■	
Veterinary Clinics	~~C~~P	~~C~~A	~~C~~A	■	
Alcoholic Beverage Sales	~~A/C~~/C P	~~A/C~~P/C	~~A/C~~P/C	~~A/C~~P/C	Sec. 20.514.030
Vehicle Sales and Services					
Automobile Sales and Services	P	P	P	■P	Sec. 20.514.070
Automobile Rental	~~A/C~~P/ A	■	■	~~A/C~~P/A	Sec. 20.514.060
Truck and Trailer Rental	■	~~A/C~~A~~P~~	A~~A/C~~P	■	Sec. 20.514.060
Automobile, Light Truck and Van Cleaning	■P	~~I~~P	~~I~~P	■	
~~Bus and Large Truck Cleaning~~Car Wash	■	C	C	■	
Vehicle Customization Service	A	P	P	■	
Vehicle Repair ~~and Maintenance~~Garage	~~C~~A	P	P	P [1]	Sec. 20.514.570
Indoor Paint or Auto Body Repair	■	~~C~~P~~A~~	~~C~~P~~A~~	P [1]	

TABLE 20.204-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				Additional
Uses	*BP*	*M1*	*M2*	*AD*	*Regulations*
Bus and Large Truck Repair and Maintenance	■	C	P	■	
Vehicle Towing Service and Towed Vehicle Storage	■	~~A/~~C	~~A/~~C	■	Sec. 20.514.580
Gas and Service Stations	~~C~~A	~~C~~A	~~C~~A	~~P~~ A [1]	Sec. 20.514.510
Eating and Drinking Establishments					
Bars, Nightclubs and Lounges	■	■	■	C	
Restaurant	~~C~~P	~~C~~P	~~C~~P	~~A~~P	
Restaurant, Drive-~~Thru~~ Through Facility	~~C~~P	~~C~~P	~~C~~P	■P	Sec. 20.514.160
Transient Occupancy					
Hotels and Motels	■P	■P	■P	P	
~~Bars, Nightclubs and Lounges~~	■	■	■	~~C~~	
Commercial Services					
Offices, ~~Professional/Business~~	P	P	P	I [1]	Sec. 20.514.360
~~Offices, Service~~	~~P~~	■	■	~~I [1]~~	
Trade Services	P	P	P	A[1]	
Personal Services	P~~C~~[3]	■	■	■	
Tattoo, Body Piercing and Body Art	P	■	■	■	
Business Support Services	P	P	P	A [1]	
~~Banks, Retail~~	~~C~~	■	■	■	
Entertainment-Related Services					
Motion Picture and Film ~~Production and Distribution~~ Services	P~~C~~	P■	P■	■	
Recording/Podcast Studios	A	A■	A■	A■	Sec. 20.514.450
Broadcasting Studios	A~~C~~	A~~C~~	A~~C~~	A■	
Recreational Uses					
Commercial Recreation (Including but not limited to_Indoor Trampoline Parks, Axe Throwing, Escape Room, Laser Tag, Indoor Virtual/Miniature Golf, Immersive Experience. Amusement Centers, Karaoke)	■	C	C	■	Sec. 20.514.110
Indoor Shooting Range	C	C	C	■	
Parks and Recreational Facilities	C	C	C	■	
Pistol, Skeet, Rifle and Archery Ranges	■	C	C	■	
Industrial					
Manufacturing and Processing (New Manufacturing and Processing facilities larger than 500,000 sq.ft.[2] will require a development agreement)					
Manufacturing and Processing, Light	P	P	P	P [1]	
Manufacturing and Processing, General	■	P	P	P [1]	
Manufacturing and Processing, Heavy	■	■	C	C [1]	

TABLE 20.204-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				Additional
Uses	*BP*	*M1*	*M2*	*AD*	*Regulations*
Manufacturing and Processing, Outdoor	■	■	C	■	
Food Preparation (including Ghost Kitchen, Test Kitchen, Catering)	P	P	■P	■	
Food and Beverage Manufacturing	P	P	P	■	
~~Spray Booths, Incidental~~	~~P~~	~~P~~	~~P~~	~~P~~	
Hazardous Materials					
Hazardous Waste Collection	I	I	I	■	Sec. 20.514.240
Hazardous Waste Treatment and Disposal	■	■	C	■	Sec. 20.514.240
Household Hazardous Waste Collection Center	■	C	C	■	Sec. 20.514.240
Recycling					
Recycling Facilities, Large Collection	■	C~~P~~	C~~P~~	■	Sec. 20.501.040
Recycling Facilities, Light Processing	■	C	C~~P~~	■	Sec. 20.501.040
Recycling Facilities, Heavy Processing	■	■	C	■	Sec. 20.501.040
Recycling Facilities, Material Recovery Facility (MRF)	■	■	C	■	
Warehousing and Storage					
Warehousing/Wholesaling and Distribution, Very Light (<25,000 sq ft)	P	P	P	A [1]	Sec. 20.514.590
Warehousing/Wholesaling and Distribution, Light (25,000 to 50,000 sq ft)	P~~■~~	P	P	A [1]	Sec. 20.514.590
Warehousing/Wholesaling and Distribution, General (>50,000 sq ft) (New Industrial Buildings larger than 500,000 sq. ft. [2] will require a Development Agreement.)	■	C	P	A [1]	Sec. 20.514.590
Public/~~Mini~~ Self-Storage	C[2]	C[2]	C[2]	■	Sec. 20.514.440
Other Industrial					
Data Center	■	■	C[2]	■	Sec. 20.514.140
Equipment Rental and Sales, Light Equipment	P	~~C~~P	~~C~~P	~~C~~ P [1]	Sec. 20.514.180
Equipment Rental and Sales, Heavy Equipment	■	■C	C	C [1]	Sec. 20.514.180
Ancillary Industrial Facilities	A	A	A	A [1]	Sec. 20.514.040
Food Truck Commissary	P	P	P	■	
Outdoor Storage, Incidental	A	P	P	P	Sec. 20.514.400
Outdoor Storage, as a Primary Use (New Truck/Trailer Storage [2] requires a Development Agreement)	■	C	C	C	Sec. 20.514.400
Retail Sales in Conjunction with Warehousing and Manufacturing	I	I	I	I	Sec. 20.514.480
Slaughter Houses	■	■	C	■	
Micro-brewery and Micro-distillery	~~C~~P	~~C~~P	~~C~~P	~~C~~P	Sec. 20.513.030
Research Laboratory	P	P	P	P	

TABLE 20.204-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning Districts				
Uses	*BP*	*M1*	*M2*	*AD*	*Additional Regulations*
Transportation, Telecommunications and Utilities					
Battery Energy Storage Facility	C[2]	C[2]	C[2]	C[2]	
Heliports	C	C	C	P	
Transportation Terminals	C	C	C	C~~P~~	
Dry Port	■	C[2]	C[2]	C[2]	
Weigh Stations	■	C	C	P	
Parking Facilities	C	P	P	P	
Vehicle Storage Condominium Facility	C	P	P	P	
Utilities, Major	■	C	C	P	
Utilities, Minor	■	C	P	P	
Wireless Facilities	WTFP P	WTFPP	WTFPP	WTFPP	Chapter 20.515
Solar Panels, Incidental	~~A~~P	~~A~~P	~~A~~P	~~A~~P	Sec. 20.501.050
Wind Turbines, Incidental	■	C	C	C	Sec. 20.501.050
Agricultural Uses, Activities and Facilities					
Controlled Environment Agriculture	A	A	A	A	
Crop Cultivation	A	A	A	A	Sec. 20.514.020
Agricultural Product Stands	I	I	I	I	Sec. 20.514.020
Kennels	■	C	C	■	Sec. 20.514.050

1. Only aviation-related uses are permitted.
2. Development agreement required, Chapter 20.603.040.
3. Laundromats are not permitted.

B. **Additional Land Use Regulations**

1. ***Multiple Tenancies in Industrial Buildings.*** Multiple tenants, either with leases or subleases, are permitted in industrial buildings consistent with Table 20.204-1, including offices and business services, medical and personal services, pharmacies, banking services, telecommunications providers, and meal providers. Businesses may co-share offices and warehouse space, and buildings may be designed with flexible spaces to accommodate tenants' needs. If permitted by Table 20.204-1, retail and service commercial uses businesses shall not occupy more than 45 percent of the total gross floor area, unless they are serving on-site employees or providing support services for major industrial uses. This restriction on retail space does not apply to showrooms for goods and equipment manufactured on-site. All tenant signage is subject to Title 16 (Signs).

20.204.040 – Development Standards

A. **General Standards.** Table 20.~~07~~204-2 identifies development standards that apply to all lots and structures located in industrial zoning districts.

TABLE 20.204-2 INDUSTRIAL DEVELOPMENT STANDARDS

	Zoning				Additional
Uses	*BP*	*M 1*	*M 2*	*AD*	*Regulations*
Site Requirements					
Lot Area, Minimum	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	
Lot Width, Minimum	100 ft.	100 ft.	200 ft.	N/A	
Lot Depth, Minimum	100 ft.	100 ft.	200 ft.	N/A	
Landscape Coverage, Minimum	15%	10%	10%	N/A	
Off-Street Parking and Loading	See Chapter 20.~~18~~510 (Parking and Loading)				
Building Requirements					
Building Setbacks, Minimum					
Front	25 ft.	25 ft.	25 ft.	N/A	Sec. 20.204.040.B.1 and 2
Rear	0 ft.	0 ft.	0 ft.	N/A	Sec. 20.204.040.B.1and 2
Interior Side	0 ft.	0 ft.	0 ft.	N/A	Sec. 20.204.040.B.1 and 2
Street Side	25 ft.	25 ft.	25 ft.	25 ft.	Sec. 20.204.040.B.1 and 2
Minimum Separation Between Buildings or Structures	Subject to the minimum separation requirements of the Uniform Building Code				
Lot Coverage, Maximum	45%	50%	50%	N/A	
Floor Area Ratio (FAR)	0.6	0.6	0.6	N/A	
Building Height, Maximum					
Stories	N/A	N/A	N/A	N/A	
Feet	75 feet	N/A	N/A	N/A	

B. **Additional Development Standards.** The following additional standards apply to lots and structures located in industrial zoning districts.

1. An additional 15 feet of setback shall be provided for buildings that are 3 or more stories in height.

2. Industrial properties that abut a residential zone shall provide a minimum setback of 20 feet, ; and the requirements of Section 20.501.070, Screening and Landscape Buffer Yards on Common Lot Lines for Certain Uses also apply. Additionally, an eight-foot-high masonry block wall shall be constructed at the property line. The 5 feet nearest the wall shall consist of a landscape screen which will reach a height of at least 10 feet. Warehouses and logistics uses must meet the "good neighbor" standards of Section 20.514.590 (Warehouses and Logistics Uses).

~~3. Along those portions of a building wall that exceeds 25 feet in height, an additional 1 foot of building setback shall be provided for each 1-foot of building wall height in excess of 25 feet.~~

~~4.~~3. Industrial and office design standards are in Section 20.507.080 (Office Design Standards) and Section 20.507.090 (Industrial Design Standards).

C. **Additional AD Standards.** The following additional standards apply to lots and structures located in the Airport Development zoning district.

~~1. ***Setbacks from Streets.*** *All structures in the AD zoning district shall be setback a minimum of 25 feet from all streets.*~~

~~2.~~1. ***Parking.*** Parking lots serving uses with the AD zoning district shall be designed as specified in ~~Section 20.1919506.050 (Parking Lot Landscape Standards).~~last

~~3.~~2. ***Design Standards.*** All structures in the AD zoning district shall comply with the following design standards.

a. *Building Materials.* Building shall be constructed of materials that are high-quality, durable and weather resistant.

b. *Colors.* Color schemes shall be complementary with the area and setting. Accent colors shall be compatible with the main theme of the building.

c. *Reflective Surfaces.* The use of reflective surfaces and mirrored window glazing shall not interfere with airport and aircraft operations.

d. *Relationship to Surroundings.* Building colors, material, trim, accents, detailing, and architectural style shall be integrated into the overall design theme of the airport to encourage architectural visual interest.

e. *Entryways.* The building's entryways shall be designed and placed as integrated elements of the overall building design.

f. *Multiple Structures.* When multiple structures are planned as part of a single development, the design shall be in a compatible architectural style. All buildings shall be designed with four-sided elevations, with detailing on all sides.

Chapter 20.205 – AGRICULTURE, OPEN SPACE, AND PUBLIC ZONING DISTRICTS

Sections:

20.205.010 – General Purpose
20.205.020 – District Purposes
20.205.030 – Use Regulations
20.205.040 – Development Standards

20.205.010 – General Purpose

The general purpose of agriculture, open space, and public districts is to:

A. Preserve and protect agricultural and other natural resources in Chino.

B. Provide for a variety of passive and active open space areas.

C. Meet the recreational needs of a growing population.

D. Provide adequate locations for public facilities and uses.

20.205.020 – District Purposes

The specific purpose of each zoning district is as follows:

A. **General Agricultural (AG).** The purpose of this district is to provide areas for private open space uses and low-intensity agriculture on lands in the southern part of Chino. The AG district consists primarily of land used for farming, stables, pastures, and grazing. Allowable temporary uses may include recreational/sporting/~~misic~~ music events. -Public facilities such as those necessary for drainage, flood control, groundwater recharge, and public communication are also permitted. Permanent agricultural easements are encouraged in these areas.~~ general agricultural uses. Permitted uses in the AG district include livestock ranges, crop cultivation, agriculture related residences and structures, parks and recreational areas and agricultural offices. Temporary commercial recreation facilities are also permitted with the approval of a Special Conditional Use Permit, excluding any property within the City that is subject to a specific plan.~~

B. **Open Space Recreational (OS 1).** The purpose of this district is to provide areas for outdoor recreation and the preservation of natural resources. Permitted uses include active and passive recreation spaces, natural areas, parks, playgrounds, trails, recreational facilities and other similar uses. Within regional parks identified in the General Plan Parks, Recreation and Community Services Element, food and beverage concessions, lodging, and entertainment uses are conditionally permitted. ~~for a variety of types of public parks. Permitted uses and structures in the OS 1 district include active playing fields, parks, and recreation facilities, urban parks and plazas, bicycle and walking trails, fountains, landscaped areas and corridors, natural open space and wildlife areas and water recharge and detention facilities.~~

C. **Open Space Natural (OS 2).** The purpose of this district is to provide areas for open space conservation and passive recreational uses. The OS 2 district is intended to feature minimal or no development and to serve as visual buffers, natural open and wildlife corridors and water recharge and detentions/retention areas. The OS 2 district may contain hiking and biking trails and other landscaped areas. The OS 2 district is intended to preserve agricultural, cultural and historical resources, protect natural plant and animal habitats and provide links with regional habitat corridors~~.~~. Temporary commercial recreation facilities are also permitted with the approval of a ~~Special~~ Conditional Use Permit~~,~~ Recreational/music/sporting events are allowed as temporary uses.~~excluding any property within the City that is subject to a specific plan~~.

D. **Open Space Urban (OS 3).** The purpose of this district is to provide areas for open space within commercial and mixed use areas of the city, including plazas, privately-owned public open space (POPOS), and squares, consistent with the General Plan and any applicable specific plan. Permitted uses and structures include active playgrounds for children, outdoor seating and dining areas, pedestrian gathering places and walkways, fountains and public art, landscaped area, and facilities for outdoor entertainment.

E. **Public (P).** The purpose of this district is to provide locations for a range of public and quasi-public uses, including fire and police stations; government buildings; libraries; educational institutions; community centers; utilities; the Chino Airport, and other government facilities such as the California Institution for Men (CIM) and the California Institution for Women (CIW). Commercial uses may be conditionally permitted on an interim basis. Assisted living facilities and neighborhood-oriented retail are conditionally permitted uses in this designation when adjacent to existing residential and mixed use areas. Co-location of multiple public facilities on a single site is encouraged where it will increase access to community services while offering cost savings and other benefits to community service providers. The maximum permitted FAR in the P/I designation is 1.0; a lower maximum may be established on a case-by-case basis in consideration of the neighborhood context. ~~uses that support government, civic, cultural, recreational, health and infrastructure aspects of the community, such as public educational institutions, community and group meeting centers, fire stations, cemeteries and libraries. This district also accommodates large-scale public facilities such as storm water detention/retention facilities, water treatment plants, solid waste transfer stations, recycling facilities, multi-modal facilities, transit station, corporation yards, cemeteries, and landfill sites.~~

F. **Public School (PS).** The purpose of this district is to provide locations for private and public elementary, junior high, and high schools in Chino. Sites for new public schools are subject to review by the school district, and ultimate locations may not be the same as proposed ~~in~~on the General Plan Land Use Diagram. ~~public schools to serve Chino residents.~~

20.205.030 – Use Regulations

A. **Permitted Uses.** Table 20.205~~08~~-1 identifies land uses in the Agricultural, Open Space and Public zoning districts.

TABLE 20.205-1 LAND USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, AND PUBLIC ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning District						*Additional*
Uses	*AG*	*OS1*	*OS2*	*OS3*	*P*	*PS*	*Regulations*
Residential Uses							
Single-Family Dwellings	P	■	■	■	■	■	
Accessory Dwelling Units	P	■	■	■	■	■	Chap.20.503
Junior Accessory Dwelling Units	P	■	■	■	■	■	Chap. 20.503
Caretaker Quarters	P	■	■	■	■	■	Sec. 20.514.080
Family Day Care Homes	P	■	■	■	■	■	Sec. 20.514.150
Farm Employee Housing, Large	C	C	C	■	■	■	Sec. 20.514.190
Farm Employee Housing, Small	P	P	P	■	■	■	Sec. 20.514.190
Public and Quasi-Public Uses							
Cultural and Institutional Uses							
Theaters and Auditoriums	■	C	■	■	C	C	
Libraries	■	C	■	■	C	C	
Museums and Art Galleries	C	C	■	■	C	■	
Botanical and Zoological Gardens	C	C	■	■	C	■	
Health Services							
~~Medical Marijuana Dispensary~~Cannibis Retailer	■	■	■	■	■	~~■~~	
Hospitals	■	■	■	■	P	~~■~~	
Medical Clinics and Labs	■	■	■	■	P	■	
Medical Offices	■	■	■	■	P	■	
Educational Uses							
Schools, Public or Private	■	C	■	■	C	P	
Child Care Services							
Day Care Centers	■	C	■	■	P	■	Sec. 20.514.150
Other Community Services							
Public Safety Facilities	■	■	■	■	C	■	
Commercial Uses							
Retail							
Retail, General	■	■	■	■	C	■	Only on an interim basis

TABLE 20.205-1 LAND USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, AND PUBLIC ZONING DISTRICTS

(P = Permitted by right; A = Administrative approval required; C = Conditional Use Permit required; T = Temporary use Permit required; ■ = Not allowed)

	Zoning District						
Uses	*AG*	*OS1*	*OS2*	*OS3*	*P*	*PS*	*Additional Regulations*
Agricultural Product Stands	I	■	■	■	■	■	Sec. ~~20.21.020~~20.514.020
Office~~, Professional~~	■	■	■	■	~~C~~ P	■	
~~Social Services, Charitable Institutions and~~Nonprofit Organizations and Human Services	■	■	■	■	C	■	
Eating and Drinking Establishments							
Restaurant	■	I	■	■	~~C/I~~ P	■	
Recreational Uses							
Commercial Recreation	■	C[2]	■	■	C[2]	■	Sec. 20.514.110
Temporary Commercial Recreation Facility	C [1]	■	C [1]	■	■	■	Sec. 20.514.110
Fairgrounds	■	C	■	■	C	■	
Golf Courses	■	C	C	■	C	■	
Parks and Recreational Facilities	C	P	P	P	P	■	
Pistol, Skeet, Rifle and Archery Ranges	■	C	C	■	■	■	
Agricultural and Open Space							
Crop Cultivation	P	P	P	■	■	■	Sec. 20.514.020
Agricultural Processing, On-Site	I	■	■	■	■	■	
Dairies	P	C	C	■	■	■	Sec. 20.514.050
Ranches	P	C	C	■	■	■	Sec. 20.514.050
Kennels	P	C	■	■	■	■	Sec. 20.514.050
Stables, Commercial	P	C	■	■	■	■	
Stables, Private	P	■	■	■	■	■	
Transportation, Telecommunications and Utilities							
Utilities, Major	■	■	■	■	C	■	
Utilities, Minor	■	■	■	■	C	C	
Wireless Facilities	WTFPP	WTFPP	WTFPP	■	WTFPP	WTFPP	Chap. 20.515
Solar Panels, Incidental	P~~P~~	~~A~~P	~~A~~P	■	~~A~~P	~~A~~P	Sec. 20.501.050
Wind Turbines, Incidental	A	C	■	■	C	C	Sec. 20.501.050

[1] Excludes any property within the City that is subject to a specific plan.
[2] Development agreement required.

20.205.040 – Development Standards

A. **General Standards.** Table 20.~~08~~205-2 identifies development standards that apply to all lots and structures located in the agricultural, open space and public zoning districts.

TABLE 20.205-2 AGRICULTURE, OPEN SPACE AND PUBLIC DEVELOPMENT REGULATIONS

	Zoning Districts					
Item	*AG*	*OS 1*	*OS 2/ OS 3*	*P*	*PS*	*Additional Regulations*
Site Requirements						
Minimum Lot Area	50 acres	N/A	N/A	N/A	N/A	
Minimum Lot Width	300 ft.	N/A	N/A	N/A	N/A	
Minimum Lot Depth	300 ft.	N/A	N/A	N/A	N/A	
Off-Street Parking and Loading	See Chapter 20.511 (Parking and Loading)					
Building Requirements						
Minimum Building Setbacks						
From front property line	25 ft.	N/A	N/A	N/A	N/A	Sec. 20.205.040.B.1
From rear property line	25 ft.	N/A	N/A	N/A	N/A	
From interior side property line	10 ft.	N/A	N/A	N/A	N/A	
From street side property line	15 ft.	N/A	N/A	N/A	N/A	Sec. 20.205.040.B.1
Minimum Separation Between Buildings or Structures	Subject to the minimum separation requirements of the Uniform Building Code					
Maximum Building Height						
Stories	2-1/2	N/A	N/A	N/A	N/A	
Feet	35 ft.	N/A	N/A	N/A	N/A	

B. **Additional Development Standards.** The following additional standard applies to lots and structures located in the Agricultural, Open Space and Public zoning districts.

1. An additional ~~5~~ five feet of setback shall be provided along primary and secondary arterial streets, as shown in the General Plan ~~-~~Infrastructure ~~Transportation~~ Element.

Chapter 20.206 – PLANNED DEVELOPMENT DISTRICT

Sections:

20.206.010 – General Purpose
20.206.020 – Zoning Map Designation
20.206.030 – Use Regulations
20.206.040 – Development Standards

20.206.010 – General Purpose.

The purpose of this chapter is to establish a Planned Development (PD) District as a floating zone to allow for one or more properties to be developed under a developer-initiated comprehensive development plan that provides for coordinated development and a particular mix of uses and character envisioned by the General Plan, with design and development standards crafted to respond to site conditions in order to:

A. Provide developers with a procedures to achieve greater flexibility in regulations such as building relationships, setbacks, height limitations, floor area ratio (FAR), lot sizes, types of structures, parking, landscaping, and the amount and location of open space that support a development concept that might not be allowed with base zoning district standards and master plans under the Master Plan Overlay.

B. Ensure substantial compliance with and implementation of the land use and density policies of the General Plan and any applicable specific plan.

C. Allow for more detailed small area planning for sites within larger master-planned areas.

D. Provide for efficient and cost-effective public facilities and services.

E. Allow for creative development projects that incorporate design features that provide greater amenities than would likely result from conventionally planned development under base district regulations.

F. Protect public health, safety, and general welfare without unduly inhibiting developers attempting to secure the advantages of modern, large-scale site planning for residential, commercial, or industrial purposes.

A PD District shall also be used for adoption and administration of specific plans, prepared pursuant to the Government Code. The PD District also is intended to provide the implementation framework for the MPO Master Plan Overlay established by Chapter 20.305 (Master Plan Overlay District), which requires a master plan as a precondition of development of a site subject to an MPO designation.

20.206.020 – Zoning Map Designation.

A PD District shall be noted on the Zoning Map by the designation "PD," followed by the number of the Planned Development or specific plan based on order of adoption.

20.206.030 – Use Rregulations.

No use other than an existing use is permitted in a PD District except in accordance with a valid PD Plan or adopted specific plan adopted pursuant to the procedures in Section 20.602.150 (Modification Procedure for Conditions of Approval). Any permitted or conditional use authorized by this Code may be included in an approved PD Plan or an adopted specific plan consistent with the General Plan land use designation(s) for the property and, if required, a Measure M vote.

20.206.040 – Development Standards.

A. **Minimum Area.** The minimum area of a PD District shall be as follows; however, the City Council may approve a District smaller than the minimum area if it finds that rezoning to PD would provide greater benefits to the general welfare of Chino's residents and property owners than development under a base district zoning because of unique characteristics of the site or the proposed use.

1. ***Mixed Use Zoning Districts:*** One acre
2. ***Other Zoning Districts:*** Two acres.

B. **Residential Open Space.** Common and private residential open space shall be required for housing units, with variable standards allowed for specific building types. The total open space provided for residents under a PD Plan shall be substantially the same as the open space required by the prior base district for the total area of the planned development or what would otherwise be required for the proposed uses.

C. **Residential Unit Density.** Except where a density bonus is granted in compliance with the City's residential density bonus regulations in Chapter 20.512 or the State density bonus law, the total number of dwelling units in a PD Plan shall not exceed the maximum number permitted by the General Plan density for the total area of the planned development designated for residential use, if applicable, excluding areas devoted to public and private streets, creeks, and storm drains. If the General Plan does not establish a residential density, the City Council shall set a density limit in approving the PD Plan and a Measure M vote may be required.

D. **Performance Standards.** The Performance Standards prescribed by Section 20.501.020 (Performance Requirements), apply.

E. **Other Development Regulations.** Minimum lot area, yard requirements, building heights, and other physical development standards shall be as prescribed by the PD Plan. Each PD Plan shall establish development standards that, at a minimum, address the following:

1. Land use;
2. Circulation of traffic, bicycles, and pedestrians;
3. Landscaping, buffering, and screening;
4. Specific density and intensity as appropriate for each land use and building type;
5. Minimum lot dimensions and maximum lot coverage by buildings and structures;
6. Minimum yards;
7. Maximum building or structure heights and maximum height of fences and walls;

8. Building design, including massing, upper-story stepbacks, location of entries, and pedestrian orientation;
9. Residential open space (common and private);
10. Off-street parking and loading;
11. Signs; and
12. Other items as deemed appropriate by the Planning Commission and City Council.

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300 SERIES OVERLAY DISTRICTS

Chapter 20.301 – OVERLAY DISTRICTS

Sections:

20.301.010 – General Purpose
20.301.020 – Applicability
20.301.030 – Conflict Between Provisions
~~20.09.040 – Agricultural Overlay District~~
~~20.09.050 – Airport Overlay District~~
~~20.09.060 – Downtown Overlay District~~
~~20.09.070 – Master Plan Overlay District~~
~~20.09.070 – Central Avenue Specific Plan~~
~~20.09.080 – Industrial Planned Development Overlay District~~
~~20.09.090 – Overlay Districts for Affordable Housing~~

20.301.010 – General Purpose

The general purpose of overlay districts is to establish standards and regulations that apply to specified areas in addition to the provisions provided by the base zoning district. Overlay district address special characteristics and needs of specified areas, prevent potential hazards and land use conflicts and provide flexible development standards in a manner consistent with the City of Chino General Plan.

20.301.020 – Applicability

The requirements of Chapter 20.~~09~~ 301(Overlay Districts) apply to all land, uses and structures on land where the overlay districts apply, as shown on the Zoning Map, in addition to all applicable requirements of Series 200 (~~Zoning~~ Base Districts), Chapter 20.~~21~~ 5143 (Standards for Specific Land Uses) and any other applicable provisions of this Code.

20.301.030 – Conflict Between Provisions

In the event of any conflict between ~~Chapter 20.09~~the 300 Series (Overlay Districts) and ~~Part 2~~the 200 Series (~~Zoning~~ Base Districts) of this Code, the requirement specified in the overlay district shall apply. In the event that the overlay district is silent, the requirements of the base zoning district shall apply.

Chapter 20.302 – AGRICULTURAL OVERLAY DISTRICT

Sections:

20.302.010 – Purpose and Intent
20.302.020 – Permitted Uses

20.302.010 – Purpose and Intent

A. In addition to the general purpose of overlay districts as provided in Section 20.~~09~~301.010 of this Code, the specific purpose of the Agriculture Overlay (AO) ~~overlay~~ district is to permit and support existing agricultural uses on properties that are or were under Williamson Act contracts at the time of annexation into the city. These properties are expected to remain in agricultural use until they transition to their underlying zoning designation, as shown on the zoning map.

20.302.020 – Permitted Uses

A. In addition to the uses allowed under the base zoning, land, buildings and structures may be put to the uses allowed or conditionally allowed in the AO zone on unimproved, undeveloped, underdeveloped, or vacant property. The expansion of uses shall be subject to the requirements of the underlying zoning district.

Chapter 20.303 – AIRPORT OVERLAY DISTRICT

Sections:

20.303.010 – Purpose and Intent
20.303.020 – Permitted Use
20.303.030 – Noise Standards
20.303.040 – Objects Affecting Navigable Airspace

20.303.010 – Purpose and Intent

The planning boundaries of the airport overflight area have been established by the Airport Comprehensive Land Use Plan (ACLUP), prepared for Chino Airport pursuant to California Public Utilities Code Section 21670 et seq. and generally shown on the Zoning Map. The provisions contained herein shall regulate the use and development of all property located within the airport overflight area. In addition to the general purpose of overlay districts as provided in Section 20.~~09~~301.010 of this Code, the specific purposes of the Airport overlay district are~~is~~ to:

A. Implement the A~~irport C~~omprehensive L~~and U~~se P~~lan~~, prepared for the Chino Airport pursuant to California Public Utilities Code Section 21670 et seq.;

B. Identify areas of the ~~city~~ City subject to high noise levels and crash impacts by the operation of the Chino Airport; and

C. ~~Encourage~~Enable the orderly use and development of the area around Chino Airport, which is compatible with continued airports operations and will support the economic viability of the airport.

20.303.020 – Permitted Uses

A. Within each aviation safety zone identified in the ACLUP prepared for the Chino Airport, permitted uses shall be only those allowed by both the base zoning district and the Airport Overlay as shown in Table 20.303-1. Permitted uses include airport operations, aircraft maintenance, restaurants, hotels, museums, event spaces, and storage.

B. An avigation easement shall be recorded against the property deed of all new development projects and use permits within a 10,000-foot radius of Chino Airport (Safety Zone I, II and III), advising current and future property owner(s) of potential impacts and stating that the property may be subject to overflight noise, vibration, and dust from aircraft.

TABLE 20.303-1 AIRPORT LAND USE COMPATIBILITY

	Aviation Safety Zones		
Land Use Groups	*I*	*II*	*III*
Residential	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Lodging places	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Educational facilities	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Hospitals & nursing homes	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Assembly uses (auditoriums, stadiums, concert halls, theaters, churches, etc.)	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Sports arenas & outdoor spectator sports	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Parks, playgrounds, recreation centers, fairgrounds & picnic grounds	Clearly Unacceptable	Normally Unacceptable	Normally Acceptable
Libraries, museums & art galleries	Clearly Unacceptable	Clearly Unacceptable	Normally Acceptable
Golf courses, commercial riding stables & water recreation	Normally Unacceptable	Normally Acceptable	Normally Acceptable
Commercial office	Clearly Unacceptable**	Clearly Unacceptable**	Normally Acceptable**
Commercial retail	Clearly Unacceptable**	Clearly Unacceptable**	Normally Acceptable
Manufacturing & warehouse/distribution	Clearly Unacceptable	Normally Acceptable	Normally Acceptable
Public utilities	Clearly Unacceptable	Normally Acceptable	Normally Acceptable
Livestock, animal breeding & animal keeping	Normally Unacceptable**	Normally Acceptable**	Clearly Acceptable
Agriculture (commercial growing & field crops)	Normally Acceptable	Clearly Acceptable	Clearly Acceptable
Conservation areas & natural recreation areas	Normally Acceptable	Clearly Acceptable	Clearly Acceptable
Uses of a hazardous nature	Clearly Unacceptable	Clearly Unacceptable	Clearly Unacceptable
Maximum gross density (in persons per acre)	0.5	25	No Limit
Maximum assembly recommended*	10	100	No Limit

Legend: Clearly Acceptable—No restrictions.
Normally Acceptable—Restricted development undertaken only after detailed analysis and satisfactory mitigation measures are initiated.
Normally Unacceptable—No new development shall be permitted.
Clearly Unacceptable—New construction or development should not be undertaken. Furthermore, an effort should be made to relocate existing uses.
* Assembly is the gathering together of persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking or dining, or awaiting transportation, as defined in the California Building Code.
** Some specific uses in this group may be acceptable, provided the density criteria are met.

20.303.030 – Noise Standards

A. California Administrative Code Section 5000 et seq. establishes criteria for the regulation of noise in the vicinity of airports. In an effort to reduce and control the impact of noise generated from Chino Airport on the community, noise contours have been established by the ACLUP prepared for Chino Airport. Within each noise contour identified on the noise contour map contained within the ACLUP, land shall only be used and/or developed in accordance with Table 20.303-2. The table establishes the degree of acceptability of certain land use groups within each noise contour.

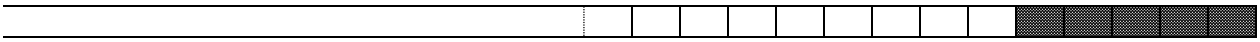
B. In addition to the requirements of the ACLUP, a noise impact notification notice shall be recorded against the property deed of all new development projects and use permits within the 65 CNEL noise contour, advising current and future property owner(s) of potential impacts and stating that the property may be subject to overflight noise, vibration, and dust from aircraft.

TABLE 20.303-2 COMMUNITY NOISE COMPATIBILITY STANDARDS

Land Use Group	*Maximum Interior/Exterior Noise Levels (dBA)*	*Noise Contour per ACLUP* 55 60 65 70 75 80
Residential	45/60	
Lodging places	45/60	
Educational facilities	45/65	
Hospitals & nursing homes	45/65	
Assembly uses (auditoriums, stadiums, concert halls, theaters, churches, etc.)	45/no limit	
Sports arenas & outdoor spectator sports	45/no limit	
	50/65	

TABLE 20.303-2 COMMUNITY NOISE COMPATIBILITY STANDARDS

Land Use Group	*Maximum Interior/Exterior Noise Levels (dBA)*	*Noise Contour per ACLUP* 55	60	65	70	75	80
Parks, playgrounds, recreation centers, Fairgrounds & picnic grounds							
Libraries, museums & art galleries	45/65						
Golf courses, commercial riding stables & water recreation	50/65						
Commercial office	45/65						
Commercial retail	50/no limit						
Manufacturing & warehouse/distribution	no limit/no limit						
Public utilities	no limit/no limit						
Livestock, animal breeding & animal keeping	no limit/no limit						
Agriculture (commercial growing & field crops)	no limit/no limit						
Conservation areas & natural recreation areas	45/65						



Legend:

Normally Acceptable—Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

Conditionally Acceptable—New construction or development shall only be undertaken after a detailed acoustic analysis is prepared recommending measures to mitigate noise impacts to specified interior/exterior levels and mitigation measures are incorporated in the project design.

Normally Unacceptable—New construction or development is discouraged; however, if new construction or development does proceed, a detailed acoustic analysis shall be prepared recommending measures to mitigate noise impacts to specified interior/exterior levels and mitigation measures are incorporated in the project design.

Clearly Unacceptable—New construction or development should generally not be undertaken.

20.303.040 – Objects Affecting Navigable Airspace

Federal Aviation Regulation (FAR) Part 77 establishes criteria for determining obstructions in navigable airspace, sets forth procedures for noticing the FAA of certain proposed construction or alteration projects, provides for aeronautical studies of obstructions to air navigation to determine their effect on the safe and efficient use of airspace and provides for public hearings on the hazardous effect of proposed construction or alteration on air navigation. The review of and restrictions on objects affecting navigable airspace shall be as prescribed by FAR Part 77.

Chapter 20.304 – RESERVED

…

Chapter 20.305 – MASTER PLAN OVERLAY DISTRICT

Sections:

20.305.010 – Specific Purposes
20.305.020 – Applicability and Zoning Map Designator
20.305.030 – Land Use Regulations
20.305.040 – Development Regulations
20.305.050 – Initiation of Master Plan
20.305.060 – Required Plans and Materials
20.305.070 – Approval of Master Plan
20.305.080 – Expiration of Adopted Master Plan
20.305.090 – Amendments to Adopted Master Plan
20.305.100 – Review of Plans

20.305.010 – Specific Purposes

The purposes of the Master Plan Overlay district (-MPO) are to:

A. Ensure orderly planning and creative and flexible development of large, unsubdivided areas of the ~~e~~City consistent with the General Plan where a particular mix of uses or character is desired that can best be achieved through an integrated development plan;

B. Incorporate standards to protect and be respectful of adjacent neighborhoods and existing land uses in the vicinity;

C. Avoid premature or inappropriate development that would result in incompatible uses or create public service demands exceeding the capacity of existing or planned public facilities, utilities, and infrastructure, including parks, schools, streets, water systems, wastewater treatment systems, and energy systems; and

D. Encourage sensitive site planning and design consistent with the design standards in the Zoning Code.

20.305.020 – Applicability and Zoning Map Designator

The Master Plan Overlay district (-MPO) may be combined with a base district and may be applied to an area at least 20 acres in size. It may be initiated by the City Council or the Planning Commission or by ~~a~~an application of a qualified applicant for a zone change and map amendment under the provisions of Chapter 20.603 (Specific Procedures for Approvals and Permits). Each Master Plan Overlay district (-MPO) is indicated on the zoning map by adding an "-MPO)" designator to the base district designation. An approved master plan is required for all development in the MPO district.

20.305.030 – Land Use Regulations

The land use regulations are those of the base district with which the MPO district is combined unless modified by another overlay district. No new use or expanded use allowed by right or requiring a use permit may be approved in the MPO district unless a master plan is first approved.

20.305.040 – Development Regulations

A. **Residential Density.** The total number of dwelling units approved for a master plan on a parcel or in a subdivision may not exceed the number permitted by the maximum General Plan residential density for the total area of the parcel designated for residential use unless a residential density bonus has been approved under provisions of Chapter 20.512 (Residential Density Bonuses) and is allowed pursuant to a Measure M vote, if needed.

B. **Development Regulations.** Unless specifically indicated on an approved master plan or modified by another overlay district, the development regulations, including minimum lot size, lot width, setbacks, maximum building height, minimum and maximum density, base and maximum floor area ratios (FARs), design standards, required open space, landscaping, and off-street parking and loading, are those of the base district with which an -MPO district is combined.

C. **Other Development Regulations.** Except as may be approved or modified by an approved master plan or another overlay district, all other development regulations are prescribed by this Zoning Code.

20.305.050 – Initiation of Master Plan

A qualified applicant may initiate an application to approve a master plan. If the property is not under a single ownership, every qualified applicant must join the application and file a map showing the extent of ownerships.

20.305.060 – Required Plans and Materials

A. Each master plan for a specific area of land must include a land use and circulation system concept that is consistent with the goals and policies of the General Plan, is compatible with the environment, and capable of being served by existing and planned public facilities and utilities.

B. The following plans and materials shall be submitted pursuant to a City checklist for application materials unless the Director of Development Services waives submission of items considered unnecessary:

1. A map showing proposed master plan boundaries and the relationship of the area to uses and structures within a 300-foot radius of the plan area boundaries;

2. A map of the master plan area showing sufficient topographical data to indicate clearly the character of the terrain, and the type, location, and condition of mature trees and other natural vegetation;

3. A grading plan in the form required by the city engineer showing existing and proposed contours and finished grades; -cut and fill areas (with quantities); pad elevations and building pad

limits; slope gradients and slope treatments; and retaining walls (location, height, top/bottom elevations), and other details required by the city engineer.

4. A site plan indicating the existing and proposed uses, gross floor area, lot coverage, height, setback lines, building sites, off-street parking and loading, residential building types and densities, and a circulation plan;

5. A pedestrian access plan showing walkways and pedestrian connections within the development and connections to adjacent streets, schools, and parks.

6. Architectural plan indicating exterior elevations, floor plans, and colors and materials of buildings and structures;

7. Landscape plan indicating existing vegetation and proposed planting areas, types and sizes of plant materials, and design of walkways, bicycle paths, recreation areas, paved areas, benches, water features, and lighting;

8. A preliminary development schedule indicating sequence and timing of development; and

9. Guidelines for the physical development of the property, including illustrations of proposed architectural, urban design, and landscape concepts;

20.305.070 – Approval of Master Plan

A. **General Procedures**. An application for approval of a master plan is processed as a Zone Change and Zoning Map amendment under the provisions of Chapter 20.603 (Specific Procedures for Approvals and Permits).

B. **Required Findings.** The Planning Commission and the City Council shall find that the proposed master plan:

1. Is consistent with the General Plan;

2. Generally complies with the land use and development regulations of the base zoning district, if applicable, and does not significantly alter the regulations unless a beneficial change in land use is proposed that is consistent with the General Plan; and

3. Can be adequately, reasonably, and conveniently served by public services, utilities, and public facilities.

C. **Zoning Map Designator for Specific Master Plans**. The adopted master plan is identified on the zoning map by adding the enacting ordinance number to the "-MPO" designator.

20.305.080 – Expiration of Adopted Master Plan

A. **Expiration**. The master plan shall expire on the two-year anniversary of the effective date of the ordinance establishing the MPO district, unless am extension has been granted by the Director of Development Services or a building permit is issued for a structure within the master plan area and construction is diligently pursued.

B. **Zoning Map Designator.** Expiration of a master plan causes removal of the enacting ordinance number from the "-MPO" designator on the zoning map.

20.305.090 – Amendments to Adopted Master Plan

An amendment to an adopted master plan is initiated in the same manner as an application for a zone change and map amendment in Chapter 20.603 (Specific Procedures for Approvals and Permits).

20.305.100 – Review of Plans

Each development project within a master plan area requires approval by the Planning Commission. The City shall not accept plans for a project in an MPO district for design review unless the plans are consistent with an approved master plan and with all other applicable design standards and other requirements of this Zoning Code.

~~A. **Purpose**. The Downtown Overlay District is intended to:~~

~~1. Create pedestrian-friendly environments in Downtown Chino that balance the needs of automobiles, bicycles, and pedestrians.~~

~~2. Promote high quality urban design in areas in high visibility areas of the city.~~

~~B. **Residentially Zoned Properties.**~~

~~1. Development Standards. Residentially zoned properties within the Downtown Overlay District shall comply with the development standards in Table 20.09-3.~~

~~2. General Regulations. The design and development of residentially zoned property shall comply with the requirements of Table 20.09-3, Development Regulations for Residentially Zoned Properties in Downtown Overlay District.~~

~~3. Siting and Orientation. New street curb cuts on lots with alley access are discouraged and require approval by the Director of Community Development and the City Engineer.~~

~~4. Compatibility. New primary dwelling units and expansions of existing primary dwelling units shall be compatible with the neighborhood in size, footprint, height, bulk, scale, coverage, and addressing security concerns.~~

~~TABLE 20.305-1 DEVELOPMENT REGULATIONS FOR RESIDENTIALLY ZONED PROPERTIES IN DOWNTOWN OVERLAY DISTRICT~~

~~Feature~~	~~Standard~~	~~Additional Regulations~~
~~**Site Requirements**~~		
~~Minimum Lot Area~~	~~4,500 sq.ft.~~	~~—~~
~~Minimum Lot Width~~	~~50 ft.~~	~~—~~
~~Minimum Lot Depth~~	~~90 ft.~~	~~—~~
~~Maximum Density (Dwelling Units Per Adjusted Gross Acre)~~	~~8 DU/AC~~	

TABLE 20.305-1 DEVELOPMENT REGULATIONS FOR RESIDENTIALLY ZONED PROPERTIES IN DOWNTOWN OVERLAY DISTRICT

Feature	*Standard*	*Additional Regulations*
Maximum Lot Coverage	45%	—
Maximum Floor Area Ratio:	0.55	—
Minimum Front Yard Landscape Coverage	50%	Chapter 20.19
Off-Street Parking and Loading	—	—
Primary Dwelling Unit	2 Garage Spaces	Chapter 20.18 and Note 1
Accessory Dwelling Unit	Per Chapter 20.18	Section 20.11.020
Refuse Storage and Recycling	Per Chapter 20.10.060	-
Building Requirements		
Minimum Building Setbacks	—	—
Front, Primary Dwelling Unit	20 ft.	Notes 2 and 5
Rear, Primary Dwelling Unit	15 ft.	Chapter 20.18
Interior Side, Primary Dwelling Unit	4 ft.	Note 3
Street Side, Primary Dwelling Unit	10 ft.	Chapter 20.18 and Notes 2, 3, 4, and 5
Accessory Dwelling Unit and Accessory Structures	Per Chapter 20.11	Chapter 20.18
Minimum Building Separations:	As Required by the Uniform Building Code	
Minimum Living Area, Primary Dwelling Unit	1,000 sq.ft.	—
Maximum Living Area, Accessory Dwelling Unit	Per Section 20.11.020	—
Maximum Building Height:	—	—
Primary Dwelling Unit	2 1/2 Stories or 35 ft.	—
Detached Accessory Dwelling Unit	Per Section 20.11.020	—
Accessory Structures (Other Than Accessory Dwelling Unit)	1 Story or 14 ft.	—

Notes:

[1] Units constructed on or before May 20, 1965, without off-street parking shall provide one covered space at the time of any structural enlargement adding more than five percent to the gross floor area of the existing dwelling unit. Two garage spaces shall be provided for the primary dwelling unit prior to issuance of building permits for a secondary dwelling unit and its required parking.

[2] An additional five feet of setback shall be provided along primary and secondary arterial streets.

[3] A building or structure with a nonconforming side yard setback, in existence on September 16, 1977, may be added to, extended or enlarged, provided that a side yard setback equal to or greater than the existing side yard setback is provided.

[4] A minimum 20 feet setback must be provided for garages and carports facing a street side yard, measured from the door/opening, to the property line.

[5] Open porches may be constructed in the front and street side setbacks to encroach no closer than 12 feet to the front property line and five feet to the street side property line.

5.1. **Specific Requirements.**

…

~~20.305.110 – Central Avenue Specific Plan~~

~~A.~~B. ~~**Purpose and Intent.**~~

1. ~~Due to the high number of small contiguous lots, sporadic existing development, the opportunity to develop the properties behind those fronting onto Central Avenue, the desire to develop the area in an aesthetic and functional manner, and the need to minimize and control traffic flow onto Central Avenue, the City Council has found and declared that the property within the Central Avenue Specific Plan presents unique problems for its development.~~

2. ~~The Central Avenue Specific Plan is intended to:~~

   a. ~~Promote a positive image for the Central Avenue corridor by attracting quality development and by structuring land use, circulation and urban design in a manner that creates a coherent whole; and~~

   b. ~~Provide specific urban design guidelines to ensure that, as the plan is implemented, each project will contribute positively to the overall character and ambience of Central Avenue.~~

~~B.~~C. ~~**Applicability**~~

1. ~~The Central Avenue Specific Plan is intended to supplement the provisions of this title. In the event of conflicts between the provisions of the specific plan document and the zoning ordinance of the city, the provisions of the Central Avenue Specific Plan shall apply, unless otherwise specified by this section.~~

2. ~~In addition to the requirements of the Central Avenue specific plan, the planning commission may impose specific requirements which are reasonably necessary to overcome the problems recognized in subsection A.1 of this section. Upon request of a project applicant, the planning commission shall prepare findings supporting the relationship (nexus) between the standards set forth by this title and the requirements imposed upon a proposed development.~~

~~C.~~D. ~~**Permitted Uses.** Uses permitted or conditionally permitted on property within the Central Avenue Specific Plan area shall be in accordance with the zoning district within which such property is located, as shown on the official zoning map and zoning maps distributed for general information to the public, except that, within Central Avenue Specific Plan District 5A and the Downtown/Civic Center Master Plan area, those uses listed within the specific plan shall apply.~~

~~D.~~E. ~~**Development Requirements.** The development or alteration of any property, or the erection, installation, alteration or enlargement of any building or structure thereon, shall be subject to the standards and guidelines of the Central Avenue Specific Plan, and the following development requirements:~~

1. ~~Property shall only be developed in such a manner as to overcome the problems of development recognized in subsection A.1 of this section.~~

~~Chapter 20.306 – INDUSTRIAL PLANNED DEVELOPMENT OVERLAY DISTRICT~~

~~**Sections:**~~

~~20.306.010 – Purpose~~
~~20.306.020 – Permitted Uses~~
~~20.306.030 – Conditional Use Permit Required~~
~~20.306.040 – Applications for a New Industrial Planned Development Overlay District~~

~~20.306.010 – Purpose~~

~~The purpose of the Industrial Planned Development Overlay District is to achieve superior development, as compared to that which can be achieved through the strict application of the standards of a specific zoning district, by permitting greater flexibility in the design of industrial development, and promote a more efficient, aesthetically pleasing, and desirable use of land.~~

~~20.306.020 – Permitted Uses~~

~~Uses permitted or conditionally permitted within the Industrial Planned Development Overlay District shall be in accordance with the base zoning district. However, in establishing an Industrial Planned Development Overlay District or approving a project within an Industrial Planned Development Overlay District, the Planning Commission and/or City Council may limit, or for mixed-use developments, add certain land uses, finding that such revisions are necessary to enhance the quality and character of the development and to ensure the compatibility between uses located within a planned development project and with existing or potential uses within the general area of the site. For the purpose of this section, a mixed-use development shall be considered a development that consists of a variety of complementary uses including, but not limited to: residential, office, commercial retail and entertainment, that is planned and designed as a unified, comprehensive project area and that is visually integrated through architectural design, and functionally integrated through the use of shared vehicular and pedestrian access and parking areas.~~

~~20.306.030 – Special Conditional Use Permit Required~~

~~An application for a Special Conditional Use Permit shall be filed in accordance with the provisions of Section 20.23.060of this Code for any modifications to an existing Industrial Planned Development Overlay District.~~

~~20.306.040 – Applications for a New Indstrial Planned Development Overlay District~~

~~An application for a Zone Change shall be filed in accordance with the provisions of 20.23.060 of this Code for the establishment of an Industrial Planned Development Overlay District and shall set forth a master plan of development for property located within the Industrial Planned Development Overlay District.~~

Chapter 20.306 – OVERLAY DISTRICTS FOR AFFORDABLE HOUSING

Sections:

20.306.010 – Purpose and Intent
20.306.020 – Relation to Base Zoning
20.306.030 – Permitted Uses
20.306.040 – ~~Required~~ Base Density Limit and Increased Density for Affordable Housing
20.306.050 – Minimum Affordable Housing Requirement
20.306.060 – Additional Land Use Regulations for MUO District
20.306.070 – Development Standards for the AHO District
20.306.080 – Development Standards for the MUO district
20.306.090 – Open Space Standards for Residential Projects
20.306.100 – Alternatives
20.306.110 – Review Procedures
20.306.120 – Required Affordable Housing Agreement For Continued Affordability
20.306.130 – Overlay District Affordable Housing Fund

20.306.010 – Purpose and Intent

The purpose of the overlay districts for affordable housing – the Affordable Housing Overlay (AHO) district and the Mixed Use Overlay (MUO) district – is to promote the development of affordable housing for low and very low income households in specific areas identified in the General Plan at densities of up to 30 dwelling units per acre if affordability requirements established in this section are met. More specifically, the AHO and MUO allow residential uses where they would not otherwise be allowed and provide for additional density in return for projects providing more affordable housing. The AHO is intended for standalone affordable housing projects, while the MUO provides for mixed use development with affordable housing either on upper floors or in separate buildings. This section also provides the residential development community two alternatives for construction of affordable housing within market-rate development and offers a streamlined process for administrative review of qualifying projects with affordable housing using checklists and objective standards as required by State law.

20.306.020 – Relation to Base Zoning

The AHO and MUO district regulations shall apply in the case of a conflict with the base zoning district regulations when a housing project is proposed. However, when an applicant proposes only non-residential uses, then only the base zoning district land use regulations and development standards apply. The AHO and MUO regulations and development standards only apply to proposed housing projects.

20.306.030 – Permitted Uses

Table 20.~~09-4~~306-1 identifies residential land uses permitted in the AHO and MUO districts in addition to the uses that are permitted within the existing base zoning district.

TABLE 20.~~307~~306-1 ADDITIONAL LAND USES PERMITTED IN AHO AND MUO DISTRICTS

(P = Permitted by right)

Uses	*District AHO and MUO*	*Additional Regulations*
Residential Uses		
Accessory Dwelling Units	P	Section 20.503
Multiple-Family Dwellings	P	
Senior Housing Projects	P	Section 20.514.500 with additional density allowed for affordable housing under criteria established in this section
~~**Warehousing and Storage**~~		
~~Public Storage~~	~~C-MUO only~~	~~Sections 20.21.210 and 20.09.090(E)(4)~~

20.306.040 – ~~Required~~ Base Density Limit and Increased Density for Affordable Housing

A. ~~Minimum~~ Base and maximum density.

1. **Rental projects.** The ~~maximum~~ base density limit for residential development with rental units in the AHO and MUO districts shall be 26 units per adjusted gross acre unless a project qualifies for additional density by providing more affordable housing pursuant to subsection (2) below or qualifies for additional density under state law under subsection (3) below, or both. The minimum density shall be 26 units per ~~adjusted gross~~net acre.

2. **For sale projects.** The base density limit for residential development with for-sale units in the AHO and MUO districts shall be 30 units per adjusted gross acre provided that at least ~~3~~three percent of the units are available for purchase by moderate income households at an affordable purchase price. The minimum density shall be 26 units per adjusted gross acre.

3. **Additional density for affordable rental housing**. An increase in the ~~maximum~~ allowable density is ~~allowed~~permitted, as shown in Table 20.306-2, for qualifying residential development with rental units if the percentage of low income units meets or exceeds the percentages shown, provided that the maximum density shall not exceed 30 units per adjusted gross acre.

TABLE 20.~~307~~306-2 ADDITIONAL DENSITY FOR QUALIFYING AFFORDABLE RENTAL HOUSING PROJECTS IN AHO AND MUO DISTRICTS

	Maximum Allowable Density (Units per Adjusted Gross Acre)				
	26	**27**	**28**	**29**	**30**
	Percent Affordable Units Required in Rental Projects:				
Low Income Units	**9**	**10**	**11**	**12**	**13**

B. **Additional density under state law.** Applicants also may be eligible for a density bonus, incentives, and/or concessions under the State Density Bonus Law, the Affordable Housing and High Road Jobs Act of 2022, and other applicable State laws.

20.306.050 – Minimum Affordable Housing Requirement

A. **Requirement.** Residential development projects in an AHO and an MUO district with 10 or more dwelling units shall provide the following minimum numbers of affordable housing units:

1. Rental projects: nine percent of the total units affordable to low income households at an affordable rent.
2. For-sale projects: three percent of the total units in a Common Interest Development for moderate income households at an affordable sales price, provided that all of the units are offered to the public for purchase.
3. Projects with both rental units and for sale units: The minimum numbers shall be calculated separately for each type of housing.

B. **Calculations**. All calculations of the number of affordable units required to be built on-site in a project that result in fractional units shall be rounded up to the next whole number.

C. **Common owners and control.** An applicant for development within an AHO or MUO district shall not avoid the requirements of this section by submitting piecemeal planning applications. At the time of the first application for residential development, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct housing on contiguous property but must include such property in a comprehensive affordable housing plan.

D. **Income qualifications.** Household income qualifications shall be those established by the California Department of Housing and Community Development each year for San Bernardino County, as adjusted for household size, pursuant to California Code of Regulations, Title 25, Section 6932, and Health and Safety Code Section 50093.

E. **Location, size, design, and distribution of affordable units.** Affordable units shall have the same bedroom and bathroom count ratio as the market rate units in a project, be equally distributed within the project, and have the same type or quality of appliances, fixtures, and finishes. The affordable housing units shall be integrated with other housing units in the housing development with regard to siting and placement within buildings and shall not differ in exterior appearance from the other housing units. The location of the affordable housing units may or may not be on contiguous parcels within the site. In no event shall the affordable housing units be located in only one portion of the housing development or situated in one building of a multi-building development.

F. **Timing of Construction.** All required affordable units shall be made available for occupancy prior to, or concurrently with, the market-rate units. The affordable units may be constructed in phases if the market-rate units are constructed in phases, provided that the percentage of affordable units developed in each phase shall be equivalent to or greater than the total percentage of affordable units to be developed as part of the residential development until such time that all the affordable units have been built.

20.306.060 – Additional Land Use Regulations for MUO District

A. **Types of mixed use allowed.** Both horizontal and vertical mixed use development shall be allowed in the MUO district.

1. Horizonal mixed use development allows a range of uses adjacent to one another, either in separate buildings or parcels. Individual buildings may share project components, such as parking, serving, loading, and utility areas. Individual buildings may be 100 percent residential.

2. Vertical mixed use allows for a mix of uses within a single building where non-residential uses occupy the ground floor and residential uses are on the upper levels. A vertical mixed use project may have surface parking, subterranean parking decks, and/or at grade and above grade parking decks.

~~B. Minimum amount of retail and service uses required in a mixed-_use project. In a mixed use project, at least 10 percent of the gross floor area shall be reserved for and occupied by retail shops, eating and drinking establishments, retail banks, financial and business services, or businesses offering personal services. If the project is within or adjacent to a shopping center or regional retail complex, this requirement for on-site retail uses shall be reduced to 5 percent. If a project includes at least 10 percent affordable units, this requirement shall be reduced to 5 percent.~~

~~C.~~B. **Active and pedestrian-oriented frontages required.** Along the ~~primary~~ building frontage, active ground floor uses are required ~~in mixed use buildings with residential uses above commercial uses~~ for at least 60 percent of street-facing spacing. These may include retail shops, eating and drinking establishments, retail banks, financial and business services, personal services, and offices for walk-in clientele, such as employment agencies, insurance offices, real estate offices, and travel agencies~~, and offices for elected officials~~. For residential only buildings, ~~along a primary building frontage,~~ an active frontage with a pedestrian orientation can include windows and glass doors, stoops and steps, covered entries, and windows providing views into active space within the building, such as lobbies and gyms. The Director of Development Services also may allow these active and pedestrian-oriented frontages to be provided along private streets, interior walkways, and around plazas and courtyards within the interior of a mixed use project rather than on exterior frontages facing arterial streets.

~~1. Public Storage Facilities. In addition to the requirements of Section 20.21.210, public storage shall comply with the following standards:~~

~~a. Minimum site size. Public storage facilities are only allowed within mixed use development on sites with of five acres or more.~~

~~b. Setbacks. Public storage facilities shall be setback a minimum of 50 feet from front and street side property lines.~~

~~c. Maximum building height. If freestanding, the maximum building height for a public storage facility shall not exceed the building height of an adjacent residential only or mixed us building.~~

~~d. Maximum floor area. The maximum floor area for public storage facilities on a site shall not exceed 25 percent of the gross floor area for all residential and non-residential uses.~~

~~e. Exterior building materials. The exterior building materials, colors, and finishes of the public storage facility shall be the same as those used for residential and mixed use buildings on the project site to create a unified appearance~~

~~f. Building articulation. The building facades of public storage facilities that face streets or residential and mixed use buildings in a project shall include building projections or recesses, doorways or window trim, and other details that provide architectural articulation and visual interest.~~

~~g. On-site management. On-site, 24-hour management shall be provided, and the Planning Commission may establish specific hours of operation as a condition of approval of a conditional use permit for a public storage facility.~~

20.306.070 – Development Standards for the AHO District

All residential development in the AHO district shall comply with the density standards in Section 20.306.040, the development standards in Table 20.~~09~~306-~~36~~ and the supplemental design standards following the table~~;~~ and with the Multiple-Family Residential Design Standards in Section 20.507.050 (Multiple-Family Residential Design Standards) to the extent these are not superseded by the supplemental design standards following the table. If no housing is proposed, then non-residential development must comply only with the standards of the base zoning district with which the AHO district is combined and the Commercial Design Standards in Section 20.507.070 (Commercial Design Standards).

TABLE 20.~~307~~306-3 DEVELOPMENT STANDARDS FOR RESIDENTIAL DEVELOPMENT IN THE AHO DISTRICT

Feature	*Standards*	*Additional Regulations*
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 ft.	
Maximum Lot Coverage	65%	
Maximum Floor Area Ratio (non-residential s~~S~~pace)	0.85	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.508 (Landscaping)
Refuse Storage and Recycling		See ~~Chapter~~ Section 20.501.040
Building Form and Location		
Maximum Building Height	40 ft.	Note 2
Minimum Setbacks:		Note 3 and 4
~~Front~~	~~15 ft.~~	~~Notes 3, 4, and 5~~
Interior Property Line ~~Rear~~	10 ft.; 15 ft. if adjacent to a Residential or Industrial District	See also Subsection (F)(1).
~~Interior Side~~	~~5 ft.; 10 ft. if adjacent to a Residential District~~	
Street Side Property Line	10 ft. 15 ft. if ground floor is residential	Chapter 20.511 (Parking and Loading) and Note~~s 3, 4, and~~ 5
Minimum Building Separations	15 ft.	
Other Requirements		
Off-street parking and loading for non-residential uses	See Chapter 20.511 (Parking and Loading)	

Street curb cuts	Note 6

Notes:

[1] Additional FAR is allowed up to 1.25 for projects with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.125 increase in allowable FAR.

[2] Additional height is allowed up to 45 feet for lots with at least 100 feet of primary street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back an additional seven feet from the interior property line if the project is adjacent to a Residential zoning district.

~~[3] The front setback may be reduced to 10 feet on the following streets: Riverside Drive and Central Avenue.~~

[~~4~~3] A minimum 20-foot setback must be provided for garages, ~~and~~ carports, and parking structures facing a street.

[~~5~~4] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer than 5~~12~~ feet to street side ~~the front~~ property line. ~~and five feet to the street side property line.~~

[~~6~~5] New street curb cuts are not allowed on lots with alley access unless approved by the Director of Development Services and the City Engineer to accommodate affordable housing units.

~~A. **Required side and rearinterior yards setbacks for residential uses.** In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing windows for a residential unit and facing an interior side or rear yardlot line or another building of three of more stories on the site unless the wall is facing public or privately owned open space. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.~~

~~1. For any wall containing living room or other primary room windows, a setback of at least 15 feet shall be provided.~~

~~2. For any wall containing sleeping room windows, a setback of at least 10 feet shall be provided.~~

~~3. For all other walls containing windows, a setback of at least five feet shall be provided.~~

~~B. Required building wall**Building siting on designated streets.** Along Riverside Drive and Central Avenue south of Highway 60, buildings walls shall be constructed along or within 10 feet of the front or corner sideproperty setback line for a minimum of 70 percent of the primary street frontage (and 40 percent on secondary side streets) frontages. This requirement may be waived by the Director of Development Services upon finding that:~~

~~1. Ground-floor residential uses are proposed, a minimum 15-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;~~

~~Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-tosetback line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;~~

~~2. Access is needed for off-street parking and loading facilities; or~~

~~3. The building incorporates an alternative entrance design that creates a welcoming entry facing the street.~~

~~C.~~A. **Building entrances.**

1. Principal building entries shall front upon the primary street or be ~~in a visually-prominent location~~ located facing a courtyard or plaza ~~as determined by the Director of Development Services~~.
2. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.

~~D.~~B. **Building mass and scale.**

1. To reduce upper-story building mass, floorplates ~~for~~ above the third story ~~and above~~ shall not exceed 80 percent of the ground-floor floorplate~~.~~ The Director of Development Services may waive this requirement upon finding ~~unless~~ that the architectural articulation of exterior walls and ~~a sloped roof with a minimum roof pitch of 4:12 and at least two roof planes~~ modulates the visual mass of the top of the building ~~and~~ avoids the appearance of a box-like structure.
2. Buildings that are more than 150 feet in length shall include a minimum 2-foot vertical and horizontal variation in height and depth for at least 50 feet.

~~E.~~C. **Pedestrian orientation and accessible pedestrian facilities on designated streets.**

1. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate ~~such features as~~ plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features~~, as appropriate,~~ to support and enhance pedestrian spaces.
2. Outdoor pedestrian space shall be landscaped and shall include appropriate street furniture to encourage pedestrian activity.
3. Clearly marked pedestrian connections shall be provided between parking areas and buildings.
4. All sidewalks, crosswalks, courts, plazas and residential buildings shall be designed to be safe, accessible, and convenient for all individuals ~~of all abilities, whether travelling by foot, wheelchair, or other mobility aid~~, consistent with the City's adopted Policy on Accessible Pedestrian Facilities.

~~F.~~D. **Parking.**

~~Long-term employee pParking areas are prohibited between the building and primary street edge. Short-term drop-off spaces, short-term parking for retail shops and offices, and parking spaces for hotel guests and offices with walk-in clientele are allowed in the front and corner side setback areas.~~

1. ~~On-site~~Except for short-term spaces, surface parking shall generally be in the rear ~~half~~two-thirds of the site or within a parking structure with a minimum 15~~20~~-foot setback provided for garages, carports, and parking structures facing a street.
2. Multi-story parking structures within 25 feet of a street frontage shall ~~be lined with foundation~~have ~~a~~ ~~five-foot wide~~ perimeter landscaping. ~~and may have artwork or murals at the ground floor.~~
3. Building siting and parking design shall maximize opportunities for shared parking, access entries, and driveways in order to minimize the number of curb cuts, particularly on primary street frontages, and thus limit possible conflict between pedestrians and automobiles.

4. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of curbcuts for driveways along primary frontages on arterial streets.

~~G.~~E. **Landscaping.**

1. Street trees shall be included along all street frontages ~~with multi-family housing development. Trees shall be selected from a list of City-approved trees and shall be approved by the Public Works Director/City EngineerDirector of Development Services prior to installation~~.

2. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving meeting accessibility requirements to define the pedestrian space.

20.306.080 – Development Standards for the MUO District

All ~~residential-only buildings and mixed use development with residential units in the~~development within the MUO district shall comply with the density standards in Section 20.306.040, the development standards in Table 20.~~09~~307-7 and the supplemental design standards following the table, and with the Multiple-Family Residential Design Standards in Section 20.~~17~~507.050 (Multiple-Family Residential Design Standards) and the Mixed Use Design Standards in Section 20.~~17~~507.060 (Mixed Use Design Standards) to the extent these are not superseded by the supplemental design standards following the table. Non-residential development shall comply with the standards of the base zoning district with which the MUO district is combined and the Commercial Design Standards in Section 20.507~~17~~.070 (Commercial Design Standards). Measurements for compliance with standards shall be based on the entire project site area, not the individual building footprints or parcels; see Chapter 20.103, Rules of Measurement.

TABLE 20.~~307~~306-4 DEVELOPMENT STANDARDS FOR RESIDENTIAL AND MIXED USE DEVELOPMENT IN MUO DISTRICT

Feature	*Standard*	*Additional Regulations*
Site Requirements		
Minimum Lot Area	10,000 sq. ft.	
Minimum Lot Width	100 ft.	
Maximum Lot Coverage	80%	
Maximum Floor Area Ratio (non-residential space)	1.0	Note 1
Minimum Landscape Coverage	15%	See Chapter 20.508
Refuse Storage and Recycling		See Chapter 20.~~10~~501.040
Building Form and Location		
Maximum Building Height	~~50~~ 45 ft.	Note 2
Minimum Setbacks (ft.):		
Street Side Property Line~~Front~~	10 ft.; 15 ft. if ground floor is residential	Notes ~~4~~3 and 5
~~Rear~~	~~10 ft.; 15 ft. adjacent to a Residential District~~	See also Subsection (G)(1).
Interior Property Line~~Side~~	~~5~~0 ft.; 1~~5~~0 ft. adjacent to a Residential District	
~~Street Side~~	~~10 ft.~~	~~Notes 3, 4, and 5~~
Minimum Building Separations	15 ft.	Applies only to residential portions of a project

Other Requirements	
Off-street parking and loading for non-residential uses	See Chapter 20.510
Street curb cuts	Note 6

Notes:
[1] Additional FAR is allowed up to 1.25 in mixed use development with affordable rental units. The amount of additional FAR shall be calculated based on the increase in density allowed for qualifying projects meeting affordable housing criteria. For example, if a project receives a one unit per acre increase in density, then it receives a 0.0625 increase in allowable FAR.
[2] Additional height is allowed up to ~~55~~ 50 feet for lots with 100 feet of street frontage to enable provision of sloped roofs and common open space for recreational facilities. The upper story above 40 feet shall be setback back ~~an additional seven~~ at least 30 feet from the interior property line if the project is adjacent to a Residential zoning district.
~~[3] A minimum 15 feet of front and street side setback shall be provided along primary and secondary arterial streets. A reduced front setback may be allowed on the following streets: Riverside, Central, and Euclid.~~
[4] A minimum 20-foot setback must be provided for garages, ~~and~~ carports, and parking structures facing a street.
[5] Open or covered porches may be constructed in the front and street side setbacks to encroach no closer than 5~~12~~ feet to the ~~front property line and five feet to the~~ street side property line.
[6] New street curb cuts are not allowed on lots with alley access unless approved by the Director of Development Services and the City Engineer to accommodate for affordable housing units.

~~A. **Required side and rear yards setbacks for residential uses.** In order to provide light and air for residential units and additional separation for rooms that contain areas that require additional privacy considerations, the following minimum setbacks shall apply to any building wall containing residential units with windows and facing an interior side or rear yardlot line or another building of three of more stories on the site unless the wall is facing public or privately owned open space. The required setbacks apply to that portion of the building wall containing and extending three feet on either side of any window.~~

~~1. For any wall containing living room or other primary room windows, a setback of at least 15 feet shall be provided~~

~~2. For any wall containing sleeping room windows, a setback of at least 10 feet shall be provided.~~

~~3. For all other walls containing windows, a setback of least five feet shall be provided.~~

~~B. **Required building wall on designated streets**. Along Riverside Drive and Central Avenue south of Highway 60 in the MUO Overlay districts, buildings walls shall be constructed so a portion or all of the front elevation is sited along or within 10 feet of the front property setback line for a minimum of 70 percent of the primary street frontage and 40 percent on secondarycorner side street frontages. This requirement may be waived by the Director of Development Services upon finding that:~~

~~1. Ground-floor residential uses are proposed, a minimum 15-foot setback is proposed, and substantial landscaping will be located between the build-to and ground-floor residential units as a buffer;~~

~~2. Entry courtyards, plazas, entries, or outdoor eating areas are located between the build-to line and the building and buildings are constructed at the edge of the courtyard, plaza, or dining area;~~

~~3. Driveways or pedestrian walkways need to be provided for access to the interior of the site; and~~

~~4. The building incorporated an alternative entrance design that creates a welcoming entry facing the street.~~

~~C.~~A. **Required ground floor transparency for ~~non-residential~~active ground-floor uses**. Exterior walls for ~~non-residential~~active ground-floor uses facing and within 20 feet of a front or street side property line shall include windows, doors, or other openings for at least 60 percent of the building wall area between two feet and eight feet above the sidewalk. No wall shall run in a horizontal plane more than 25 feet without an opening.

1. Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work area, lobbies or other active spaces, and window displays shall be at least three feet in depth.
2. Parking garages are not required to meet these transparency requirements.
3. Alternatives to the building transparency requirement may be approved by the Director of Development Services for uses that have unique operational requirements making windows or doors infeasible or for street-facing building walls that exhibit architectural relief and detail with landscaping that creates visual interest at the pedestrian level.

~~D.~~B. **Building entrances.**

1. Principal building entries shall front upon the primary street or located facing a courtyard or plaza.
2. Building entries shall be accented with features such as moldings, lighting, overhangs, or awnings.

~~E.~~C. **Building mass and scale**.

1. To reduce upper-story building mass, floorplates for the fourth story shall not exceed 80 percent of the ground-floor floorplate. The Director of Development Services may waive this requirement upon finding that the architectural articulation of exterior walls and ~~a sloped roof modulates~~ the visual mass of the top of the building ~~and~~ avoids the appearance of a box-like structure.
2. Buildings that are more than 150 feet in length shall include a minimum 2-foot vertical and horizontal variation in height and depth for at least 50 feet.
3. ~~To maintain a human-scale at the street level w~~Where ground floor commercial space is provided, building storefront widths shall not exceed 30 feet without a recess or a break, which may be a building entry or a separate display window.
4. Minimum ground floor height for commercial uses, including retail shops, restaurants, and offices: 14 feet.

~~F.~~D. **Pedestrian orientation and accessible pedestrian facilities on designated streets.**

1. Along Riverside Drive and Central Avenue south of Highway 60, all development on sites over two acres in size shall incorporate ~~features such as~~ plazas, interior walkways, canopies, arcades, paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, or other similar features, as appropriate, to support and enhance pedestrian spaces.
2. Outdoor pedestrian space shall be landscaped and shall include shade trees and appropriate street furniture to encourage pedestrian activity.

3. Clearly marked pedestrian connections shall be provided between parking areas and buildings.

4. Encroachments into the public right-of-way are allowed for outdoor seating in conjunction with full-service restaurants and food retailers, provided a minimum 6-foot wide walkway and pedestrian clear zone is maintained, and the outdoor eating area is contiguous with interior eating space and does not encroach into the public right-of-way of an adjacent business. An encroachment permit issued by the City is required, and a fee may be charged.

5. All sidewalks, crosswalks, courts, plazas, and residential buildings shall be designed to be safe, accessible, and convenient for all individuals ~~of all abilities, whether travelling by foot, wheelchair, or other mobility aid~~, consistent with the City's adopted Policy on Accessible Pedestrian Facilities.

~~G.~~E. **Parking.**

1. Except for short-term spaces, ~~Long-term parking and residents' guest parking areas are prohibited between the building and primary street edge. On-site~~ surface parking shall generally be in the rear of buildings in the ~~back~~ rear ~~half~~ two-thirds of ~~the lot or development~~ site or within a parking structure with a minimum 15-foot setback provided for garages, carports, and parking structures facing a street. ~~Short-term drop-off spaces, short-term parking for retail shops and offices with walk-in clientele, and a limited number of parking spaces for guests of residents may be allowed with valet service in courtyards and at building entries with approval of the Planning Commission.~~

2. Multi-story parking structures within 25 feet of a street frontage shall ~~be buffered with~~ have perimeter landscaping. ~~foundation planting or lined with commercial, retail, or residential use at the ground floor.~~

3. Building siting and parking design shall maximize opportunities for shared parking, access entries and driveways in order to minimize the number of curb cuts, particularly on primary street frontages, and thus limit possible conflict between pedestrians and automobiles.

4. Whenever possible, vehicle access shall be provided from side streets and alleys to limit the number of curbcuts for driveways along primary frontages on arterial streets.

~~H.~~F. **Loading Facilities for Retail and Commercial Uses.** The standards of Section 20.511.090 (Off-Street Loading) shall apply to off-street loading facilities for retail and commercial uses with the following modifications.

1. ***Number of Loading Spaces required.*** Commercial and mixed use buildings with more than 10,000 square feet of space and hotels and motels with more than 50 rooms shall provide at least one off-street loading space. An at grade loading facility, measuring 12 feet in width, 18 feet in depth, and having a minimum vertical clearance of 14 feet, may substitute for the dock-high loading facility required by Chapter 20.511.

2. ***Location***. Loading and maneuvering areas shall be located on the side or rear of buildings and shall not encroach into required front and corner yard setback areas. A minimum 5-foot wide setback shall be maintained along all interior lot lines.

3. ***Access and Egress***. Loading areas shall be designed to provide for backing and maneuvering on-site and shall not encroach into a required off-street parking area or a landscape area.

4. **Required Screening.** All loading dock doors and loading spaces shall be screened from public view by a decorative masonry wall and view-obstructing access gates.

5. **Availability and Utilization of Loading Spaces.** All loading spaces shall be made readily available to pick-up and delivery vehicles during all hours when pick-ups and deliveries are allowed. Owners of property containing such loading spaces shall be responsible for advising drivers of pick-up and delivery vehicles of the location and hours of such loading spaces, shall require drivers to use such loading spaces, and shall not allow pick-up and delivery vehicles to be loaded in the public right-of-way.

~~I.~~G. **Landscaping**.

~~1.~~ Street trees shall be included along all street frontages. ~~of mixed-~~ ~~use development. Trees shall be selected from a list of city approved trees and shall be approved by the Director of Development Services prior to installation.~~

~~2.~~1. Where pedestrian paths or walkways cross parking areas or driveways, the paths shall incorporate landscaping and decorative paving meeting accessibility requirements to define the pedestrian space.

20.306.090 – Open Space Standards for Residential Projects.

The open space requirements of the Multiple-Family Residential Design Standards in Section 20.~~17~~507.050 (Multiple-Family Residential Design Standards) for private areas and common areas shall apply to all proposed residential development and to residential units in mixed use development with the following modifications. ~~Private areas shall consist of balconies, decks, patios, or fenced yards directly accessible from the residence. Common areas shall consist of landscaped areas, walks, patios, swimming pools, picnic and barbeque areas, playgrounds, children's play areas, playing courts, turf, rooftop areas, gym and fitness facilities, space for yoga, dance and instruction, or other such improvements as are appropriate to enhance the outdoor living environment of the development and to provide recreational facilities for residents. Landscaped courtyard entries that are oriented towards the public street and create a welcoming entry feature are also considered common areas~~. All areas not improved with buildings, parking, vehicular accessways, trash enclosures, and similar items or devoted to perimeter landscaping shall be developed as common areas ~~with the types of attributes described above~~.

A. **Types of open space ~~required~~.**

1. Private open space areas shall consist of balconies, decks, patios, or fenced yards directly ~~accessible~~accessed from the residence.

2. Common open space areas shall consist of landscaped areas, walks, patios, swimming pools, picnic and barbeque areas, playgrounds, children's play areas, playing courts, turf, rooftop areas, gym and fitness facilities, space for yoga, dance and instruction, or other such improvements as are appropriate to enhance the outdoor living environment of the development and to provide recreational facilities for residents.

3. Landscaped courtyard entries that are oriented towards the public street and create a welcoming entry feature are also considered common areas.

A.B. **Amount of ~~outdoor living area~~open space (private or common ~~open space~~) required**. The minimum percentage of net lot area devoted to permanent open space is 20 percent, and a minimum ~~percentage of net lot area devoted to permanent open space is 20 percent, and the minimum~~ area to be devoted to ~~outdoor living area~~open space (private or common ~~open space)~~) shall be ~~400~~ 2500 square feet per unit. ~~for a vertical mixed use development (residential above ground floor commercial) and 300 square feet per unit for a 100 percent residential building in a horizontal mixed use development.~~

B.C. **Private open space**. ~~The minimum amount of private open space shall be at least 25~~ 50 ~~percent of the amount of outdoor living area required. This~~Private open space shall be provided ~~on patios, decks or balconies shall be~~ as follows:

1. ***Studio to 1-bedroom unit:*** **50 square feet with a minimum horizontal dimension of 5 feet;** ***Ground floor units:*** ~~150 A~~ 120 ~~square feet patio with a minimum horizontal dimension of 10 feet~~ for each unit ~~or a~~72 60 ~~square foot deck for each unit with a minimum horizontal dimension of six feet;~~ and

2. ***2-bedrooms units or more~~Upper level units~~:*** ~~72~~ 10060 square feet with a minimum horizontal dimension of 5~~six~~ feet.

C.D. **Common open space**. A minimum of ~~65~~ 6530 percent of the required ~~outdoor living area~~open space shall be provided as common open space, which can include recreational amenities within a building. ~~with a minimum horizontal dimension of 20 feet.~~ This common open space shall be a well-designed, coherent area that is an essential component of the project's design, not merely space left over after the building mass is placed.

1. Landscape areas having minimum dimensions of less than 20 feet but at least five feet at any point which are contiguous with and an integral part of the common open space or are connected to the common open space by walkways, may be included in calculating the area of such space. Non-contiguous landscape areas proposed to be included shall not exceed 20 percent of the total area of common open space.

2. Up to one-half of covered patio areas designed to be commonly used by residents of a development may be included in calculation of common open space provided such area does not comprise more than 25 percent of the total common open space.

3. Up to 15 percent of the required common open space area may be provided within a recreational building or on a rooftop.

D.E. **Usability.** A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface may be any practicable combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. The maximum slope shall not exceed 10 percent.

E.F. **~~Accessibility~~ Connectivity.**

1. ***Private Open Space.*** The space shall be ~~accessible~~connected to only one living unit by a doorway to a habitable room or hallway. Any adaptable or mobility units shall comply with the current edition of the California Building Code.

2. **Common Open Space**. The space shall be ~~accessible~~ connected to the living units on the lot. It shall be served by any stairway or other accessway qualifying as an egress facility from a habitable room. Accessible routes from adaptable or mobility units shall comply with the current edition of the California Building Code.

~~F.~~G. **Recreational facilities requirements**. In ~~high density~~ multi-family or mixed use development with a minimum density of ~~25~~26 dwelling units per gross adjusted acre, essential recreational facilities, as prescribed below, may be proposed in lieu of the requirements of major and minor facilities in Section 20.507~~17~~.050 (D) (Recreation Facilities Requirements) which require more land than may be available in a ~~high density~~housing project in the affordable housing overlay districts. These essential recreational facilities may include: 1) a gym or fitness room, 2) space for yoga, dance, or other instruction, 3) enclosed or outdoor space for playing courts or games, 4) children's play area, 5) picnic and barbeque area, or 6) children's daycare space.

1. *Amount of space required.* At least 250 square feet per unit shall be provided for these recreational facilities.

2. *Number of facilities required.* There shall be a minimum of two of these facilities in projects with 10-50 units, three of these facilities in projects with 51-100 units, and four or more of these facilities in projects with more than 100 units. No essential recreational facilities are required in a small project, with less than 10 dwelling units.

3. *Credit for Common Open Space.* The space allocated for recreational facilities shall count toward the requirement for common open space, and this space may be within buildings or on a rooftop.

20.306.100 – Alternatives

In lieu of providing the affordable units in the housing development project required by Section 20.~~09~~306.050 ~~(D)~~ and 20.306.040 (~~I~~), the requirements of those subsections may be satisfied through one or more of the alternatives set forth below.

A. **In-Lieu Fee**.

1. For housing development projects proposing up to 20 units, the developer may, by right, pay a fee in lieu of providing affordable units on site.

2. For housing development projects proposing more than 20 units, the developer shall only be allowed to pay in-lieu fees if the Planning Commission makes a finding that providing affordable units on-site would result in an extreme financial hardship to the developer and make the proposed project financially infeasible. The developer shall submit a request to pay a fee in lieu of providing affordable units on site as part of the project application. Such request shall include sufficient documentation and financial analysis to allow the Planning Commission to make the required findings. At the City's discretion, the City may contract with a third-party financial consultant to evaluate the documentation and analysis submitted by the applicant and make a recommendation to the City regarding the issues of extreme financial hardship and financial infeasibility. The developer shall be required to reimburse the City for all costs related to hiring any such third-party consultant, which shall be in addition to any other required application fees. The demonstration of financial hardship and infeasibility may be based on, among other things, such factors as project size, site constraints, and/or excessively large

affordability gaps, or upon a demonstration that in the absence of allowing for payment of in-lieu fees, the imposition of the affordable housing production requirements in this Section would violate the California and/or United States Constitutions because it would be a regulatory taking of property without fair and just compensation.

3. In-lieu fees shall be paid as follows:

   a. The amount of the fee shall be calculated using the fee schedule established by resolution of the City Council at the time the fee is paid.

   b. One-half of the in-lieu fee required by this subsection shall be paid (or a letter of credit posted) prior to issuance of a building permit for all or any part of the housing development project. The remainder of the fee shall be paid before a certificate of occupancy is issued for any unit in the housing development project. In a phased project, payment of fees also may be allowed in phases, corresponding to the number of units in each phase.

   c. The fees collected shall be deposited in the Overlay District Affordable Housing Fund established by Section 20.305.13009 (M).

B. **Land Dedication.** In lieu of providing affordable units on-site, a developer may request City Council approval to dedicate land to the City or to a City-approved affordable housing developer that the Director of Development Services determines is suitable for the construction of the required number of affordable units and is within one mile of the project site. To accept a land dedication in lieu of on-site affordable units, the City Council must determine the fair market value of the dedicated land is equivalent to or greater than the amount of in-lieu fees that would have been needed to satisfy the housing development project's affordable housing obligation and that the required number of units for very low income residents will be built on this land based on a proposed conceptual site plan and proforma financial analysis demonstrating project feasibility with available funding.

1. The developer must submit evidence that the land proposed to be dedicated is under the developer's control, will be conveyed at no cost to the City or a City-approved affordable housing developer with experience building rental housing for very low income households, is free of any liens, all property taxes and special taxes have been paid, does not contain any hazardous materials, has the appropriate General Plan designation and zoning to allow construction of the required number of units, and has the necessary infrastructure and public improvements to support the required number of affordable units. Only sites within an AHO or MUO district that are within one mile of the project site can be considered for land dedication.

2. The developer must disclose whether any hazardous materials were previously contained on the site; and hazardous materials were previously remediated, the developer must provide evidence that the cleanup was performed in accordance with applicable law.

3. The land proposed for dedication cannot have been improved with any residential use for at least five years prior to the submission of a land dedication proposal.

4. The affordable units to be constructed on the dedicated land shall be at least 20 percent of the total number of units in the project, and these units must be rental units affordable to very low income households.

C. **Off-site Construction**. A market-rate developer may enter into an agreement with an affordable housing developer to construct, own, and operate affordable rental housing units required by Sections 20.~~09.090~~306.050 (~~D~~) and 20.306.040 (~~I~~), provided:

1. The affordable housing developer is approved by the Director of Development Services on the basis of recent relevant experience;
2. The affordable housing developer does not request any financial assistance from the City;
3. The affordable rental housing units shall be constructed prior to or concurrently with the market-rate development triggering the affordable housing requirement; and
4. At least 20 percent of the total number of units to be built on the site shall be rental units affordable to very low income residents.

20.306.110 – Review Procedures

A. Preliminary Review. A developer requesting additional density above 26 units per adjusted gross acre for a rental project under Section 20.~~09~~.~~090~~ 20.306.040 (~~D~~) shall submit an application for preliminary review, accompanied by the required application fee, for feedback prior to the submittal of any formal requests for approval of additional density. The purpose of the preliminary review is to determine whether the proposed development is in substantial compliance with applicable planning regulations and to establish the basis and procedures for granting the additional density. The following information is required to be submitted for preliminary review in the form of a proposed affordable housing plan in addition to information required by the Department's preliminary review checklist:

1. Evidence that the project includes the qualifying percentages of affordable units set forth in Section ~~20.09.090(D)~~20.306.040 to justify the additional density requested;
2. Calculations showing the maximum base density and the density with the additional units;
3. Number and percentage of total units that are proposed to meet affordability criteria and the income level to which the units will be restricted; and
4. A description of any proposed waivers or reductions of development standards or other zoning requirements, consistent with the provisions of Government Code Section 95915 (k).

B. Site approval required. All residential development or mixed use development with residential units in an AHO or MUO district shall require approval of a Site Approval application as outlined under Section 20.~~23.090~~603.070 (Site Approvals). For residential development and mixed use development with residential units, design review by the Planning Commission shall be undertaken only to determine compliance with the City's objective design standards using the Site Approval process.

C. Additional findings for approval. The Planning Commission shall grant a Site Approval if it makes the findings required by Section 20.~~23.090~~603.070 (Site Approvals) and the following additional findings:

1. The proposed development meets the affordability criteria for the requested density in accordance with the requirements of subsection (D) and (I); and
2. The increased density would not have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Government Code, upon public health and safety or

the physical environment or on any real property listed in the California Register of Historic Resources.

D. Conditions of approval. The Planning Commission has the authority to impose reasonable conditions that are related and proportionate to what is being requested by the applicant, as deemed necessary and appropriate to ensure that the provisions of the General Plan, any applicable specific plan adopted by the City Council, and this Title are met, including requirements for needed off-site public improvements. The Commission may require reasonable guarantees and evidence that such conditions are being, or will be, met.

20.306.120 – Required Affordable Housing Agreement for Continued Affordability

Prior to the issuance of a building permit for any residential development project with affordable housing units in an AHO or MUO district, the applicant shall enter into a written agreement with the City ensuring the continued affordability of the affordable dwelling units for a period of not less than 75 years or as long as the property is in residential use, whichever is greater, for rental units and 45 years for for-sale units. The terms and conditions of the agreement shall be binding upon the successor in interest of the developer and shall be recorded in the main office of the San Bernardino County Assessor-Recorder-Clerk. The agreement shall be executed by the City Manager, be in a form acceptable to the City Attorney, and include provisions for the following:

A. The number and proportion of housing units affordable to moderate-income, low-income, and very-low income households by type, their location, and the number of bedrooms in each one;

B. Standards for maximum qualifying household incomes and maximum rents or sale prices;

C. Minimum home buyer payments and sources of funds for them;

D. The party responsible for certifying rents and sales prices of affordable housing units and reporting this information to the City;

E. The process that will be used to certify incomes of tenants or purchasers of the affordable housing units;

F. The manner in which vacancies will be marketed and filled, including the screening and qualifying of prospective renters and purchasers of the affordable units;

G. Deed restrictions on the affordable housing units binding on property upon sale or transfer and any subsequent sale or transfer;

H. Enforcement mechanisms to ensure that the affordable rental units are continuously occupied by eligible households and are not rented, leased, sublet, assigned, or otherwise transferred to non-eligible households, with reasonable allowances for inherited units and units initially occupied by very low income individuals who incomes may increase to a low income level;

I. Provisions allowing moderate income homebuyers to resell the unit at fair market value in return for the City receiving payment equal to the original Affordability Gap plus a defined share of the equity appreciation achieved on sale, which shall be deposited in the City's Overlay District Affordable Housing Fund and used within three years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership; and

J. Project phasing, including the timing of completions, and rental or sale of the affordable housing units, in relation to the timing of the market-rate units.

20.306.130 – Overlay District Affordable Housing Fund

There is a separate fund of the City known as the Overlay District Affordable Housing Fund, and all in-lieu fees or other funds collected under this section shall be deposited into the Overlay District Affordable Housing Fund. Additional funds from other sources also may be deposited in the Overlay District Affordable Housing Fund. This fund is separate from the fund established by Chapter 3.46 (The Preserve Affordable Housing In Lieu Fee).

A. Money deposited in the Overlay District Affordable Housing Fund may be used to pay for the direct costs associated with administration and enforcement of the affordable housing program established for the AHO and MUO districts.

B. After payment of expenses, at least 70 percent of the remaining money shall be expended to provide housing affordable to low income and very low income housing holds; the remaining money may be expended to provide housing affordable to moderate-income households.

C. The fund shall be administered by the Director of Development Services.

D. A developer receiving funding from the fund shall implement a local preference in their resident selection criteria.

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400 Series Specific Plans

Chapter 20.401 – GENERAL PROVISIONS

Sections:

20.401.010 – Purpose and Applicability
20.401.020 – Preparation, Adoption, and Amendment
20.401.030 – Post-Approval Administration

20.401.010 – Purpose and Applicability

Specific plans are regulatory documents established by the City to carry out specific purposes, as authorized by the Government Code Section 65450 et. seq., for specific geographic areas shown on the Zoning Map. They are governed by a set of regulations, which address specific subjects, such as land use, physical development, community design, transportation, and public improvements, or impose requirements for detailed master plans that may be applicable in sub-areas within the specific plan area. The provisions of a specific plan may be combined with provisions of base or overlay zoning districts for the area to which the specific plan applies, and the more restrictive provisions will govern. Specific plan provisions also may be substituted for citywide provisions included in the Zoning Code or Title 19 (Subdivisions), as more specifically specified in the specific plan.

20.401.020 – Preparation, Adoption, and Amendment

A. A specific plan shall be prepared, adopted, amended, and repealed as specified in Section 20.603.020 (Preliminary Review) of this Code, except that a specific plan shall be adopted by resolution and may be amended as often as deemed necessary by the City Council.
B. Specific plans may be repealed when they are no longer needed, either because an area has been developed as originally envisioned or because General Plan policies and citywide regulations provide an appropriate framework for development review. Periodic review of specific plans and repeals of out-of-date plans will streamline zoning administration.

20.401.030 – Post-Approval Administration

A. Specific plan areas shall be designated on the Zoning Map by number (SP-#) with a reference to the adopting resolution.
B. A specific plan adopted by resolution of the City Council shall be administered as prescribed by the Council, consistent with the Government Code Section 65450-65457.

Note to reviewers: Individual specific plans need not be codified as was done with the Central Avenue Specific Plan. They can be stand-alone documents approved by resolution.

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Chapter 20.501 – STANDARDS FOR ALL DEVELOPMENT AND LAND USES

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20.501.010 – Purpose

This chapter establishes uniform, objective, and implementable citywide standards for specific types of structures, activities and development consistent with the General Plan and State law. These standards supplement the zoning-district specific standards in the 200 Series~~Part 2~~ (Zoning Districts). The intent of these standards is to minimize impacts of development and uses~~, clarify rules for measurement~~, reduce the need for discretionary review, ~~-~~and promote economic development and high quality design in Chino.

20.501.020 – Performance Requirements

All uses and structures shall comply with the following performance standards to minimize environmental impacts and conflicts between land uses.

A. No use shall create a nuisance due to ~~noise,~~ odor, dust, mud, smoke, steam, vibration or other similar causes.

B. All uses shall comply with the noise standards in Chapter 9.40 of this Code, unless exempt.~~the.~~

C. All uses or activities shall be conducted within a wholly enclosed building, unless otherwise permitted ~~by~~ in the applicable zoning district. Uses may include outdoor or semi-enclosed activity areas where impacts (noise, odor, dust, glare) are consistent with ~~are by~~ the development ~~standards~~ and performance standards of this Code.

D. Occupancy of any trailer, camper, or other vehicle while parked or stored on any public or private property is prohibited, except as provided by Section ~~20.12.030~~20.501.~~1~~090 (Recreational Vehicles and Campers) of this code and Chapter 8.70 (RV Parking) of ~~this~~ City of Chino Municipal Code.

E. Waste materials that are associated with any use causing fumes or dust, are a fire hazard, or that are edible by, or otherwise attractive to, rodents or insects, shall be stored in closed containers.

F. No use shall cause the emission of any smoke, ash, dust, fumes, vapors, gases or other forms of air pollution that can cause damage to human health, vegetation, or other forms of air pollution that can cause excessive soiling on any other parcel. No emission shall be ~~permitted~~permitted, which exceeds the ~~x~~requirements of the South Coast Air Quality Management District or the requirements of any air quality plan adopted by the City of Chino.

G. No use shall be permitted which emits odorous gases or other odorous matter in such quantities as to be dangerous, harmful, noxious or otherwise objectionable at a level that is detectable with or without the aid of instruments at or beyond the project site boundary.

H. No use shall discharge at any point into any public or private street, public sewer, storm drain, private stream, body of water, or into the ground, any material that can contaminate any water supply, interfere with bacteriological processes in sewerage treatment, or otherwise cause the emission of dangerous or offensive elements, except according to the standards approved by the California Department of Public Health, or any other federal, state or local government agency.

I. No use shall be permitted to cause a steady state, earth-borne oscillation that is continuous and occurring more frequently than ~~one hundred~~100 times per minute beyond the project site. Ground vibration caused by moving vehicles, trains, aircraft, or temporary construction or demolition is exempt from this requirement.

20.501.030 – General Site Regulations~~Height Measurements Limits and Exceptions~~

~~**Height Measurement.** The height of a structure shall be measured as the vertical distance from the average level of the highest and lowest point of the portion of the lot covered by the structure to the highest point of the structure, as shown in Figure 20.10-1.~~

A. **Maximum Height of Structures**. The maximum height of each structure shall not exceed the height limit established for the applicable zoning district in 200 Series (Zoning Districts). No structure shall be constructed or altered to exceed the height limit established in the 200 Series except as otherwise provided by this section.

B. **Height Limit Exceptions.**

1. Towers, spires, cupolas, chimneys, elevator penthouses, water tanks, flagpoles, monuments, antennas, ~~and~~or similar structures, and necessary mechanical appurtenances may exceed the maximum permitted height in the applicable district.

2. No portion of a structure that exceeds the height limit shall cover an area greater than 15 percent of the building footprint area.

3. Structures may exceed the height limit set forth in each district subject to the following:

   a. ~~10~~Ten feet or less shall be subject to an Administrative Approval.

   b. More than 10 feet shall be subject to approval of a Site Approval by the Planning Commission.

~~Setback Requirements and Allowed Projections into Yards~~

~~**Setbacks Measurement.** Setbacks shall be measured as the distance between the property line and the nearest point of the wall of the structure along a line at a right angle to the property line, as shown in Figure 20.10-2.~~

C. **Minimum Setbacks.** The minimum setbacks of structures from property lines shall be as established for the applicable zoning district in the 200 Series (Zoning Districts). No structure shall encroach into required setbacks except as otherwise provided by this section.

D. ~~**Allowed** **Building** **Projections** **in Yards**~~. Building projections may extend into required yards. The following exceptions shall apply to minimum setback requirements:

1. Eaves, canopies, or other similar roof projections may extend a maximum of four~~4~~ feet into a required front or rear yard, and a maximum of two~~2~~ feet six~~6~~ inches into a required side yard.

2. Cornices, fireplaces, sills, built-up reveals and other similar architectural features may extend a maximum of two~~2~~ feet into a required front, rear, or side yard. However, in no case shall the side yard width be reduced to less than three~~3~~ feet.

3. Bay windows may extend three~~3~~ feet into a required front or rear yard and two~~2~~ feet into a required side yard; however, in no case shall the side yard width be reduced to less than three~~3~~ feet.

4. Open, unenclosed stairways, fire escapes, and balconies, not covered by a roof or canopy, may extend a maximum of four~~4~~ feet into a required front or rear yard.

5. Fences, hedges and walls may be permitted in any required yard, subject to the provisions of Section ~~20.10.80~~20.501.060 (Walls and Fences) of this Code.

6. No portion of a structure shall extend ~~beyond a property line or~~into a ~~street~~ public right-of-way without an encroachment ~~permit~~license agreement.

E. **Signs.** Signs and advertising structures may be permitted ~~within a required yard~~ on public and private property, subject to the provisions of the City's Sign Code (Title 16 of the Chino Municipal Code).

~~Projections over Property Lines.~~

~~No portion of a structure shall extend beyond a property line or street right-of-way without an encroachment permit.~~

~~Mechanical Equipment~~

~~Mechanical equipment shall comply with the following regulations:~~

F. **Mechanical Equipment.**

1. Any mechanical equipment (e.g. HVAC, fans, blowers, etc.), or any other similar equipment ~~appurtenant~~accessory to a structure, whether located on the roof, side of a structure, or on the ground, shall be completely screened from public view. ~~The Director may approve partial screening where full screening is not technically feasible or the costs of full screening are excessive.~~
2. The method of screening mechanical equipment shall be architecturally compatible with the ~~serviced~~ building in terms of materials, size, color, and design~~shape and size~~.
3. A continuous screen shall be provided where a number of individual pieces of equipment are used over a single area.
4. Large ground-mounted equipment, such as silos and/or dust collectors, shall be appropriately located as far back from the front public right-of-way as possible, and in the best location ~~so as~~ to minimize visibility, dust, noise, steam, vibration, vectors or other similar impacts on surrounding properties.

20.501.040 – Refuse and Recycling Facilities

A. **Purpose and Intent.** This section establishes standards for refuse and recycling facilities in order to:

1. Reduce solid waste generation in the City~~Chino~~, including organic waste, and increase levels of recycling, including organic waste recycling.
2. Ensure the high-quality design of refuse and recycling areas.
3. Minimize the impacts on refuse and recycling areas on residents, tenants and adjacent uses.

B. **Applicability.**

1. The refuse and recycling facility standards for ~~single family~~single-family uses contained in this section apply to all ~~single family~~single-family uses, including those established prior to the adoption of this Code.
2. Refuse and recycling standards for multiple family and non-residential uses contained in this section apply to:
   a. All new multiple family and non-residential development projects.
   b. Modifications to existing multiple family and non-residential uses that add 30 percent or more to the existing floor area of the principal structure, either through a single alteration or through multiple alterations within a 12-month period.

C. **Single-Family Uses.**

1. Refuse, recycling and organic waste bins, ~~including green bins,~~ shall be stored out of public view, either behind a fence or within a garage or other enclosure. If storing bins out of public view is physically impossible, bins may be stored adjacent to the side of the house or garage in an area behind the front yard setback that is specifically designed to accommodate the bins.

2. For developments designed to store refuse, ~~and~~ recycling, and organic waste bins within the garage, the bins shall be stored in an area outside of the required 20-foot by 20-foot clear area for parking.

3. Refuse, ~~and~~ recycling, and organic waste bins, ~~-~~may not be placed for collection before 12:00 p.m. on the day preceding scheduled collection, and must be removed no later than 12:00 p.m. on the day following the scheduled collection. Containers must be placed for collection along the curb in front of the dwelling where the refuse was generated.

4. Enclosures for refuse, ~~and~~ recycling, and organic waste bins visible from public view shall be softened with landscaping to the greatest extent possible.

5. Enclosures shall be located so that refuse, ~~and~~ recyclables, and organic waste collection activities do not block driveways accessing the property.

D. **Multiple-Family and Non-Residential Uses.** The following standards apply to multiple-family and non-residential uses that provide large refuse, ~~and~~ recycling, and organic waste bins for the joint use of multiple occupants or tenants. Multiple-family and non-residential uses that do not provide such joint-use bins shall comply with Section C (Single-Family Uses), above.

1. All uses and structures shall provide separate bins for the collection of refuse, ~~and~~ recyclable materials and for organic waste.

2. The minimum number of bins shall be as determined by the Director of ~~Community~~ Development Services, based upon the type, size and intensity of development, ~~and~~ the anticipated frequency of trash/recyclables pick-up, and the requirements of the Business and Multi-family Organic Waste Recycling Law, as amended.

3. Bin design.

   a. Bins shall be designed in accordance with standard drawings and the California Building Code Chapters 11A and 11B and ~~as~~ approved by the ~~Planning Commission.~~Building Official.

   b. Bins containing recyclable materials shall provide covers or lids to protect against weather conditions that might render the materials unmarketable.

4. Bin enclosures.

   a. Bins shall be enclosed by a 6-foot-high decorative masonry block walls and solid gates to entirely obscure bins from view.

   b. Gates shall be fitted with self-closing door devices with cane bolts in front of the masonry block walls to secure the gates when in the open position. Gates should be equipped with rod locks and corresponding rod holes to secure gates in both the open and closed gate positions.

   c. Enclosures for refuse and recyclable materials bins shall be provided with a separate walk-in entrance no greater than 4 feet in width.

d. For multiple-family, commercial, and ~~business park~~industrial uses, a ~~shade~~ roof structure shall be provided and designed so as to be compatible with surrounding buildings and structures.

e. All bin enclosures shall be surrounded by a minimum 18-inch wide planter area, exclusive of any required curb, for the purpose of providing landscape material, with the exception of the gate area. The landscape requirement shall not apply to enclosures located within private yard areas for industrial zoned property.

5. Bin enclosure location.

a. Refuse~~,/~~recycling, and organic waste enclosure shall be located outside of all required setback areas.

b. For multiple family uses, enclosures shall be located so as to minimize noise, odor and aesthetic impacts on dwelling units.

c. A sign clearly identifying all refuse ~~and,~~ recycling and organic waste collection areas shall be posted adjacent to all points of access to the enclosure.

6. As a condition of permit approval, a project applicant may be required to develop a written recycling plan, including organic waste diversion per State recycling standards, to be reviewed and approved by the Director of ~~Community~~ Development Services. At a minimum, the recycling plan shall include:

a. Identification of targeted materials to be recycled;

b. Collection frequency of refuse collection and recycling service;

c. Refuse collection and recycling company authorized by the City to provide solid waste handling services; and

d. Method of recycling program promotion and communication with tenants, business owners and their employees.

7. Refuse storage~~, and~~ recycling, and organic waste areas shall be used only for the storage of refuse ~~and,~~ recycling materials, and organic waste.

8. Refuse storage ~~and,~~ recycling, and organic waste areas shall be kept in a neat and orderly condition and in good repair at all times.

20.501.050 – ~~Alternative~~ Renewable Energy Structures

~~Alternative~~ Renewable energy structures shall comply with the following regulations:

A. **Solar Panels.**

1. All photovoltaic solar panel systems shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics

Engineers, and other accredited testing laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

2. Roof and ground mounted solar panels are permitted, and no zoning clearance is required. ~~with a zoning clearance~~, ~~subject to the regulations in Section 20.10.070.A~~. ~~Ground-mounted solar panels are permitted as an accessory use with an Administrative Approval~~a zoning clearance. An expedited review process shall be provided for small residential rooftop solar systems as required by Government Code Section 65850.5.

3. Solar panel systems servicing multi-family residential and non-residential uses shall comply with the following standards:

   a. Ground-mounted solar panels may not be located in a front setback area and shall not exceed ~~8~~eight feet in height above the ground.

   b. Roof-mounted solar panels may extend ~~6 feet~~ above the height requirements of the applicable zoning district as required for optimal operation.

   c. Roof-mounted solar energy systems shall be located to ensure emergency access to the roof and provide emergency egress from the roof.

   d. Solar panels may be located on carports and parking lot shade structures in industrial, commercial and multi-family residential areas.

4. Solar panel systems servicing a single-family residential home shall comply with the following standards:

   a. All equipment except for solar panels and conduit shall be screened from view along the front elevation.

   b. Solar energy equipment shall be installed in the location that is least visible from adjacent streets so long as this does not significantly decrease energy performance or significantly increase costs.

   c. Solar panels shall be integrated into the design of the structure as an architectural element to the greatest extent possible.

B. **Wind Turbines.**

1. Turbines shall only be allowed on parcels one acre or larger in size.

2. Turbines shall be painted a neutral, non-reflective color, such as beige or white.

3. Power lines shall be placed underground when feasible to reduce the number of overhead lines.

4. A turbine shall be designed and appropriately sized to serve the needs of a home, small business, or farm.

5. The turbine and tower shall not exceed the maximum building height for the zone in which they are located, as measured when rotor blades are in vertical (or highest) position.

6. The wind energy system structure or anchoring system shall be set back from all property lines by one foot in distance for every one foot in height of turbine tower.
7. Appropriate warning signs shall be placed on or near wind turbines.
8. Noise levels resulting from normal operation of the wind turbine shall not exceed 40 decibels.
9. When appropriate or necessary, climb lock or prevention measures should be taken to avoid potential safety hazards.
10. The turbine shall be placed and oriented to avoid casting shadow or causing "flicker" on any buildings of adjacent landowners, especially windows.

20.501.060 – Walls and Fences

Walls and fences shall comply with the following regulations:

~~A. Measurement of Fence or Wall Height.~~

1. ~~The height of a fence, wall or other similar structure shall be measured from the finished grade at the base to the top edge of the fence material, as shown in Figure 20.10-3.~~
2. ~~If the fence is atop a wall, the height shall be measured from the base of the wall.~~
3. ~~If there is a difference from one side of fence to the other within, the height shall be measured from the side with the lowest finished grade.~~
4. ~~The Director of Community Development may permit a wall up to 8 feet in height if the topography of a lot would result in a wall less than 5 feet in height on a residential lot.~~

A. **Height Limits.** A fence, wall or other similar structure shall not exceed the height limits in Table 20.~~10~~501-1 (Maximum Height of Fences) unless a different height limit is established for a specific use or a specific base district or overlay district.

TABLE 20.501-1 MAXIMUM HEIGHT OF FENCES

Location	*Maximum Height*	*Additional Regulations*
Residential Walls and Fences		
Property Line	6 feet	The Director of ~~Community~~ Development Services may permit a wall in excess of 6 feet in height along an interior property line if additional height is requested for security, noise attenuation purposes, or to achieve at least 6 feet for both properties where the adjoining properties have different grades.
Perimeter	6 feet.	The Director of ~~Community~~ Development Services may permit a wall up to 8 feet in height along the perimeter of a residential subdivision for security, noise attenuation, or if the topography would result in a wall less than 6 feet high on a residential lot. Along the portions of a street-facing perimeter wall that exceeds 6 feet in height, an additional 1-foot of setback from the property line shall be provided for each 1-foot of wall height above 6 feet
Within any required front yard	4 feet	Solid pilasters are allowed up to 6 inches above 4 feet. The Director of ~~Community~~ Development Services may permit additional height to accommodate placement of fences atop retaining walls.
Security	10 feet	Walls/fences in excess of 6 feet in height shall be the minimum height necessary to ensure the security of a property, as determined by the Director of ~~Community~~ Development Services.
Noise Attenuation	The minimum height necessary to ensure adequate noise attenuation.	
Walls located within the buildable area of a lot or parcel	Subject to the height limitations of the zoning district within which it is located	
Commercial and Industrial Walls and Fences		

TABLE 20.501-1 MAXIMUM HEIGHT OF FENCES

Location	*Maximum Height*	*Additional Regulations*
Property Line	6 feet;	The Director of ~~Community~~ Development Services may permit a wall in excess of 6 feet in height along an interior property line if additional height is required for security or noise attenuation purposes or to meet "good neighbor" standards for logistics uses; see Section 20.514.590 (Warehouses and Logistics Uses).
Within any required front or street side yard	3 feet	Within industrial zoning districts, security fences and screen walls up to 6 feet in height shall be permitted, provided the fence/wall is located a minimum of 10 feet behind the street property line.
Security	10 feet	Walls/fences in excess of 6 feet in height shall be the minimum height necessary to ensure the security of a property, as determined by the Ddirector of ~~Community~~ Development Services.
Screen	14 feet	
Noise Attenuation	The minimum height necessary to ensure adequate noise attenuation, as determined by a noise impact analysis.	

~~C.~~B. **Location Standards.**

1. No fence shall be constructed within the public right-of-way, without an encroachment license agreement.
2. No fence shall be constructed within 3 feet of the center of any fire protection hydrant.
3. There shall be a 12-inch minimum clearance around all meter boxes.
4. There shall be a 2-foot minimum clearance around street lights.
5. There shall be a 3-foot minimum clearance around sign posts.
6. On an interior lot where the side or rear property line of the lot is common with another lot's side or rear property line, a wall or fence may be constructed along the common property line for purposes of property division and/or security.
7. On a corner lot where the rear property line of a lot is common with another lot, a wall or fence may be constructed on the lot at least eighteen inches from the street side property line. The area between the wall or fence and the sidewalk (or curb) shall be fully landscaped and maintained.

~~D.~~C. **Materials Standards.**

1. Walls or fences shall be constructed of decorative masonry, ornamental steel or iron, or wood and shall be of a complementary color and/or material with adjacent buildings. Other materials may be considered if the Director determines the design to be compatible with adjacent structures and its surrounding neighborhood.

2. Chain link or wire mesh fences are prohibited in areas visible from a public or private street~~., or a main drive aisle serving a complex or center of three or more units~~.

3. Fences shall be constructed so that no hazards, such as nails, spikes, wires or other sharp or pointed objects, protrude from or exist upon the fence, excluding decorative spires. The use of barbed wire, razor wire and other similar materials is prohibited, unless deemed necessary for safety by the Director of Development Services.

4. Long expanses of fence or wall (~~50~~ 125 or more feet in length or as specified in the development standards for the Base Districts) adjacent to a public right-of-way shall have offset areas (decorative pilasters or a jog in the wall) ~~of a minimum of 3 to 4 feet~~ along its length and shall be architecturally designed to prevent monotony. The number and spacing of the offset areas shall be determined during design review by the length and location of the wall to achieve an aesthetically pleasing design. An eight-inch gap shall be provided between the top of wall or fence and pilaster cap.

5. For new perimeter walls, pilasters shall be decorative in nature, shall occur at angled turns in wall directions, vertical grade changes of wall height, and end wall transitions to fencing. Pilasters shall be a minimum 24" square and provided along all street frontages and areas visible from public view. The number and spacing of the pilasters shall be determined by the length and location of the wall to achieve an ~~aesthetically-pleasing~~aesthetically pleasing design. An ~~8"~~eight inch gap shall be provided between the top of wall or fence and pilaster cap.

~~E.~~D. **Protection of Visibility.**

1. There shall not be visual obstruction in the form of any wall, fence, obstacle, mature landscaping, or object allowed, installed, set out, or maintained, which exceeds a height of 3 feet above the nearest street pavement surface or, if there is no pavement, the existing traveled roadway; excepting existing or future permanent buildings which are otherwise constructed or maintained in accordance with applicable zoning and building regulations, public utility poles, trees trimmed at the trunk to a point at least 8 feet above the level of the street or traveled roadway (provided that trees are spaced so that trunks do not create a visual barrier), and official traffic or other governmental signs.

2. Intersecting Streets, Intersecting Alleys and Alleys Intersecting Streets. At intersecting streets, intersecting alleys and alleys intersecting streets, a certain area shall be maintained free of visual obstructions (corner cutoff) to assure adequate sight distance for vehicular and/or pedestrian traffic. The corner cut-off shall be provided pursuant to standard drawings established by the C~~c~~ity ~~c~~Engineer.

~~F.~~E. **Required Walls and Fences.**

1. ***Zone Boundary Separation***. An eight~~A six~~-foot-high solid masonry block wall shall be constructed along interior property lines and/or zone boundary lines that separate industrial and commercial zoning districts from adjoining residential zoning districts. A higher height is required for logistics uses; see Section 20.514.590 (Warehouses and Logistics Uses). ~~The wall shall be reduced to three feet in height within any required front yard. Walls that face a street or are in full public view shall be decorative.~~

2. ***Unsafe Areas and Vacant Lot.*** A six-foot-high wall or fence shall be constructed along the perimeter of all areas determined by the ~~d~~Director of ~~Community~~ Development Services, the B~~b~~uilding ~~o~~Official, or the ~~c~~City ~~e~~Engineer, to pose a danger to the public health or safety. Temporary fencing ~~also~~ may also be ~~r~~required for vacant lots as determined be the Director of Development Services.

3. ***Swimming Pools.*** Fencing shall be provided as required by the Swimming Pool Safety Act, Health & Safety Code Section 115922, and the Building Code.

   ~~a. Areas surrounding a swimming pool shall be fully enclosed by a minimum five-foot-high non-climbable fence.~~

   ~~b. All entrances and exits from an enclosed swimming pool area shall have self-closing, self-latching closures installed. All latches shall be located at least four and one-half feet above finish grade.~~

4. ***Residential Developments***. The following shall apply to all new and move-on residential development projects:

   a. Residential developments of two or more dwelling units shall provide six-foot-high walls as follows:

      i. *Perimeter Walls.* A decorative masonry wall (slump or split-face block, or plaster/stucco finish only) with pilasters and a decorative cap shall be constructed along the perimeter of all new residential developments. For the purposes of this section, "perimeter" shall mean interior side and rear project boundaries, and street frontages without front-on units.

      ii. *Interior Walls and Fences.* A six-foot-high masonry wall shall be constructed along interior side and rear yards, and connecting between property line walls and dwellings with appropriate gates for rear yard access. Vinyl or other materials are allowed where the wall or fence is not visible from the street.

      iii. *Retaining Walls.* If any part of a perimeter wall retains earth on either side of the property line, the required height of the wall shall be six feet, measured from the side of the wall adjacent to the residential property. If the retaining portion of the wall is taller than two feet, measured from the side of the wall adjacent to the street, a second wall shall be constructed on the side adjacent to the street, at least two feet from the retaining wall.

iv. *Street-Facing Walls*. A six-foot-high decorative masonry wall (slump or split-face block, or plaster/stucco finish only) shall be constructed along all street side yards, and shall be set back at least eighteen inches from the property line or the sidewalk if the sidewalk is not at the property line. The area between the wall or fence and the sidewalk (or curb) shall be fully landscaped and maintained.

b. A development consisting of one single-family dwelling unit, including move-on houses, shall provide a six-foot-high decorative wood fence or masonry block wall at the rear and side property lines, where such fencing is visible from adjacent development, and across the side yards to fully secure the rear yard.

20.501.070 – Screening and Landscape Buffers on Common Lot Lines for Certain Uses

Unless otherwise required by specific plans or specific standards for certain land uses (e.g., warehouses and logistics uses development), screening and landscaped buffer yards must be provided in accordance with this Section at the time of new construction or expansion of multi-family and non-residential buildings, or a change from one use classification to another non-residential use classification. These buffer yard standards are intended to provide additional landscaping and screening for residential areas, parks, and recreational open space when adjoining uses are non-residential and to ensure land use compatibility between non-residential zoning districts. These regulations do not apply to single-family development. Screening and buffer yards must be installed and maintained along interior side and rear lot lines between differing land uses.

A. **Applicability.** The standards in this section apply to development in the RD 20, RD 30, Mixed Use, Commercial, and Industrial zoning districts. Additional buffering and screening standards for warehouses and logistics uses are established in Section 20.514.590 (Warehouses and Logistics Uses).

B. **Required Screening and Landscape Buffer Yards.** Table 20.501-2, Required Screening and Landscape Buffers, shows when a buffer and screening treatment is required, and of what type, based on the proposed and the adjoining use. Only the proposed use is required to provide the screening and buffer yard. Adjoining uses are not required to provide the screening and buffer yard. The type of screening buffer yard required refers to screening and buffer yard-type designations, as shown in Table 20.501-3, Screening and Buffer Yard Requirements. The designation "-" means that screening and a buffer yard are not required.

TABLE 20.501-2 ÷REQUIRED SCREENING AND LANDSCAPE BUFFERS

Proposed Use	*Buffer Type Required for Adjoining Use*				
	Park or Open	*Single-Unit Residential*	*Multiple-Unit Residential*	*Commercial and Office*	*Industrial*
Multiple Unit Residential	Type 1	Type 1	Type 1	-	-
Commercial	Type 2	Type 2	-	-	Type 1

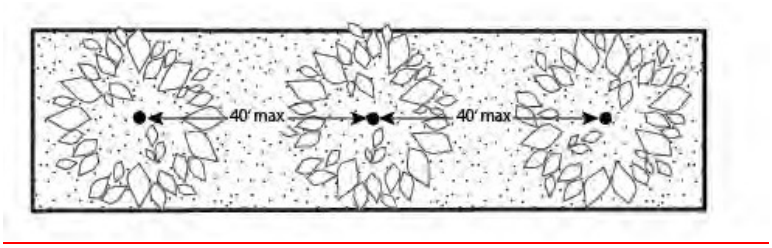
Office	Type 2	Type 2	Type 2	-	Type 2
Industrial	Type 2	Type 2	Type 2	Type 2	-

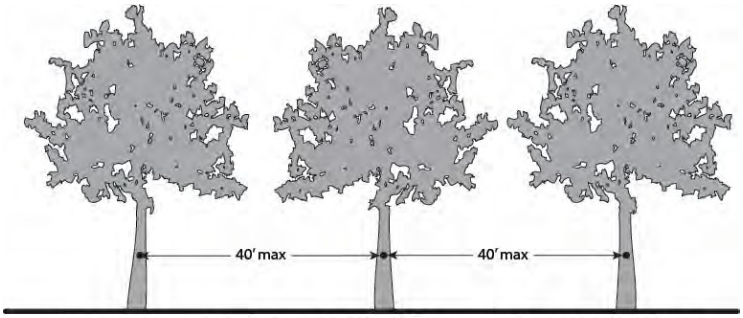
C. **Screening and Buffer Types.** Table 20.501-3, Screening and Buffer Type Requirements, describes the minimum width, plant materials, and wall requirements for each type of screening and buffer yard. The listed number of trees and shrubs are required for each 100 linear feet of buffer yard. Trees must be planted at no more than 40 feet from center of tree to center of tree, with an average spacing of 30 feet on center; see Figure 20.501-1. Natural areas with native vegetation or alternative planting materials that achieve equivalent buffering effects may be approved by the Director of Development Services.

TABLE 20.501-3 ~~2:~~ SCREENING AND BUFFER TYPES REQUIREMENTS

		Trees		*Shrubs*		
Buffer Yard Type	*Minimum Width (ft.)*	*Mature height of 40 ft. or more*	*Mature height of less than 40 ft.*	*Mature spread of 2 ft. or more*	*Mature spread of less than 2 ft.*	*Screening Wall Height (ft.)*
Type 1	5	2	2	4	8	None required
Type 2	10	2	3	6	8	3 within the front setback, 6 otherwise. Only required when abutting an R District

FIGURE 20.501-1 TREE SPACING





Distance between tree plantings is measured from center of trunk to center of trunk.

D. **Width Reduction for Adjacent Landscaped Buffer**. If an equivalent landscape buffer exists on the adjacent lot, the width of the required buffer may be reduced 50 percent provided that the abutting property owners have provided and recorded a written agreement restricting the use of the adjacent landscape buffer. No reduction, however, is allowed where the proposed development is a warehouse or logistics use.

E. **Location.** Screening walls and buffer yards must follow the lot line of the lot to be screened or be so arranged within the boundaries of the lot so as to substantially hide from adjoining lots, the building, facility, or activity required to be screened. Openings in screening walls are allowed for pedestrian access.

F. **Screening Wall Materials**. Industrial uses must provide a solid screening wall of stucco, decorative block, or concrete panel. Screening walls for other uses may be constructed of stucco, decorative block, concrete panel, wood or other substantially equivalent material. Chain-link fencing is prohibited.

G. **Berms**. A vegetated earthen berm may be used in combination with the above types of screening walls, but not more than two-thirds of the required height of such screening may be provided by the berm.

H. **Alternative Screening and Buffering**. Applicants may propose equivalent screening and buffering using reduced width, green walls, or acoustic fencing, subject to Director verification of equivalent mitigation and an administrative approval.

20.501.080 – Outdoor Lighting

Outdoor lighting shall comply with the following regulations.

A. **Illumination.**

1. Lighting on private and public property shall be designed to provide safe and adequate lighting while minimizing light spillage to adjacent properties.

2. Outdoor lighting shall utilize energy-efficient fixtures and lamps.

3. All areas with frequent vehicular and pedestrian traffic shall have lighting providing a minimum 1-foot candle of light at ground level during the hours of darkness.

4. Lighting for parking facilities shall be designed to provide a minimum average illumination of 1.5-foot candles of light, measured at ground level. However, maximum average illumination shall not exceed 3-foot candles for commercial developments and two-foot candles for multi-family residential and industrial developments, measured at ground level.

5. No lighting on private property shall produce an illumination level greater than 1-foot candle on any property within a residential zoning district.

6. Permanently installed lighting shall not blink, flash, revolve, flicker, or be of unusually high intensity or brightness. ~~This prohibition does not apply to digital signs or holiday lights.~~

7. Lighting within and adjacent to the OS 2 zoning district shall be full cut-off fixtures, shall be designed so as to minimally impact habitat areas and shall not exceed 10.5-foot candles.~~.~~

8. Outdoor Commercial Patio seating area lighting shall be fully shielded and directed downward to prevent light trespass, meaning light spilling onto adjacent property or public sidewalks.

9. ~~Holiday lighting and s~~String lighting for outdoor seating areas ~~are~~is allowed, ~~-~~provided that no~~n~~ individual lamp exceeds 10 watts or ~~six~~6 foot-candles and~~,~~ on commercial property.~~, flashing holiday lights are prohibited.~~

B. **Fixtures.**

1. Maximum height of free standing outdoor light fixtures shall be as follows: For residential property with non-residential uses, the maximum height shall be twelve (12') feet. For non-residential property adjacent to residential development, the maximum height shall be fourteen (14') feet. Otherwise the maximum height shall be twenty-five (25') feet. Overall, light fixtures shall be the minimum height necessary to maintain the average illumination requirement.

2. Light fixtures shall be shielded, recessed, and directed downward and away from adjoining properties and public rights-of-way to reduce light spillage.

C. **Prohibitions.**

1. ***Searchlights.*** The operation of searchlights for advertising purposes.

2. ***Laser Source Light.*** The use of laser source light or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizontal, is prohibited.

3. ***Advertising Sign or Landscape Illumination.*** The unshielded outdoor illumination of any outdoor advertising sign or landscaping. However, low voltage accent landscape lighting is allowed.

4. ***Mercury Vapor.*** The installation of new mercury vapor fixtures is prohibited. Existing mercury vapor fixtures must be removed and replaced with compliant lighting fixtures wherever substantial alterations and additions are undertaken, exclusive of ordinary maintenance and repair.

D. **Exemptions.**

1. ***Swimming Pool and Fountain Lighting.*** Underwater lighting used for the illumination of swimming pools and fountains is exempt from the lamp type and shielding standards.

2. ***Solar-powered Lighting.*** Solar-powered lights of 5 watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards.

3. ***Temporary Exemptions.*** Any individual may submit a written request to the Director for a temporary exemption from the requirements of this Chapter. If approved, such exemption will be valid for up to 30 days and is renewable at the discretion of the Director. The request for a temporary exemption must describe:

   a. Specific exemptions requested;

   b. Type and use of exterior light involved;

   c. Duration of time for requested exemption;

   d. Type of lamp and calculated lumens;

   e. Total wattage of lamp or lamps;

   f. Proposed location of exterior light;

   g. Previous temporary exemptions, if any; and

   h. Physical size of exterior light and type of shielding provided.

E. **Outdoor Recreational Facilities.**

1. Light fixtures in outdoor recreational facilities such as ball fields, and other outdoor nighttime facilities and lighting for sports courts in backyards may exceed the height limits of the zoning district with administrative approval to ensure that the standards of this section are met.

2. ~~Shielding.~~ Fully shielded lighting is required for all fields, unless another type of luminaire will not cause light trespass in adjacent residential neighborhoods.

3. ~~Illuminance.~~ All lighting installations shall be designed to achieve no greater than the minimal illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA), with adjustments allowed, as appropriate, for the level of play, the most light-demanding sport in a multi-sport venue, and the maximum number of attendees.

4. ~~Off-Site Spill~~over Light. ~~The~~ installation shall also limit off-site spill (off the site containing the sports facility) to the maximum extent possible consistent with the illumination constraints of the design.

5. ~~Certification.~~ Every such lighting system design and installation shall be certified by a registered engineer as conforming to all applicable restrictions of this ~~Article~~section~~Article~~ section.

~~5.~~6. Light poles can be utilized as wireless cellular facilities subject to the requirements of Chapter 20.515 (Wireless Telecommunications Facilities on Private Property).

F. **Exterior Display/Sales Areas**.

1. Lighting levels on exterior display/sales areas must be adequate to facilitate the activities taking place in such locations and cannot be used to attract attention to the business.

2. ~~Shielding.~~ All display ~~lot~~ lighting shall utilize fully shielded luminaires that are installed in a fashion that maintains the fully shielded characteristics.

3. ~~Illuminance.~~ The display ~~lot~~ shall be designed to achieve no greater than the minimal illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).

4. ~~Off-Site Spill.~~ The display ~~lot~~ shall limit off-site spill (off the parcel containing the display lot) to a maximum of ~~5 lux (~~0.5 foot-candles ~~fc)~~ at any location on any non-residential property, and ~~0.5 lux (~~0.05 ~~fc)~~foot-candles at any location on any residential property, as measurable from any orientation of the measuring device.

5. ~~Curfew.~~ Display ~~lot~~ lighting shall be turned off or within thirty minutes after closing of the business. This restriction does not apply to auto malls, auto dealers, and shopping centers and to digital signage meeting the standards of Title 16.

G. **Gasoline Station/Convenience Store Aprons and Canopies**. Lighting levels on gasoline station/convenience store aprons and under canopies must be adequate to facilitate the activities taking place in such locations.

1. ~~Shielding.~~ Light fixtures mounted on canopies must be recessed so that the lens cover is recessed or flush with the bottom surface of the canopy and/or shielded by the fixture or the edge of the canopy.

20.501.090 – Recreational Vehicles and Campers

The parking and storage of recreational vehicles and campers on ~~single family~~single-family residential lots shall comply with the following regulations.

A. **Permanent Residences.** Mobile homes, travel trailers, motor homes, and campers used as permanent residences shall be located only in officially designated mobile home parks. Recreational vehicles used as temporary living units shall comply with ~~Chapter 20.12.030~~ Section 20.504.030 (Temporary Recreational Vehicle Living Units).

B. **Parking and Storage.**

1. A recreational vehicle shall only be stored on property owned by the owner of the recreational vehicle, or on property where the registered owner resides.

~~2. A stored recreational vehicle shall bear current vehicle registration (if required by state law).~~

~~3.~~2. Recreational vehicles shall not be stored on ~~the street in front of a lot~~any public or private streets or within any required front ~~or street side~~ setback area. For the purposes of the~~is~~se

provisions, the term "stored" means continuously parked in front or on the same ~~in the same location~~ lot for more than 72 hours.

~~4.~~3. All stored recreational vehicles shall be screened from public view by building walls, decorative screen walls or fences and landscaping to the greatest extent possible.

~~5.~~4. A stored recreational vehicle shall bear current vehicle registration as required by State law.

~~6.~~5. Vehicles may be stored within an interior side yard without screening if the vehicle is placed upon a paved surface.

~~7.~~6. Recreational vehicles stored within an interior side yard area shall not be stored in a wrecked, dismantled or inoperative condition.

~~8.~~7. A recreation vehicle may be stored within a street side yard, provided it does not encroach over a sidewalk or other parts of the public right-of-way and the vehicle is screened from view of the street by a minimum 56-foot-high decorative wall or fence.

~~9.~~8. A recreational vehicle may be parked for a maximum of 72 hours in the driveway or on a paved surface in the front yard area, provided the vehicle is parked perpendicular to the street and does not encroach over a sidewalk or other part of the public right-of-way.

~~10.~~9. For the purposes of this section, the term "recreational vehicle" shall also include boats, horse trailers, tractors, ~~and~~ farm equipment, and any other type of trailer, except for legal-nonconforming agricultural properties.

C. Exemption for ~~Disabled~~ Persons with Disabilities. The intent of this exemption is to provide emergency shelter and convenience for ~~disabled~~ persons with disabilities.

1. The recreational vehicle storage requirements stipulated by this section shall not be applicable to any recreational vehicle dwelling unit as defined by Section ~~20.24.020~~ 20.504.030 (Temporary Recreational Vehicle Living Units) of this code, that is owned and operated by a ~~disabled~~ person with a disability provided the ~~disabled~~ person can present evidence of issuance of a special license plate ~~for the disabled persons~~ issued under Section 5007 of the California Vehicle Code or a distinguishing placard or temporary distinguishing placard as defined by Section 22511.55 or 22511.59 of the California Vehicle Code for at least one fully operable vehicle owned ~~and~~, operated, ~~by the disabled person~~ and registered to the person at the same address or location.

2. A person using a distinguishing placard issued under Section 22511.55 or 22511.59 of the California Vehicle Code, or a special license plate issued under Section 5007 of the California Vehicle Code for~~of~~ the purposes of this exemption, shall, upon request of a peace officer or person authorized to enforce parking laws, ordinances, or regulations, present identification and evidence of the issuance of that placard or plate to that person. Failure to present the requested identification and evidence of the issuance of that placard or plate shall be a rebuttable presumption that the placard or plate is being misused. In addition to any other applicable penalty for the misuse of a distinguishing placard or special license plate, the exemption from the recreational vehicle storage requirements shall be voided.

3. Certain specialized trailers used for the transportation of a wheelchair, electric cart, or similar ~~transportation~~ mobility device used by a ~~disabled~~ person with a disability, may also qualify for this exemption as determined by the Director of ~~Community~~ Development Services.

4. Camper shells, whether mounted on a truck or not, or boats/watercraft of any kind, shall not be allowed to utilize this exemption.

20.501.100 – Metal Buildings

The use and construction of metal buildings is generally discouraged throughout the City, except where the characteristics of a use necessitate the use of metal buildings, such as aircraft hangars and industrial structures. Prefabricated metal buildings for use in residential zoning districts shall be regulated by the provisions of ~~Chapter 20.11.050~~ Section 20.502.040 (Prefabricated Metal Buildings) of this Code. Prefabricated metal buildings are allowed in industrial zones ~~and in the CG and CS zones~~, subject to the design standards in Chapter 20.506 (Design Standards).

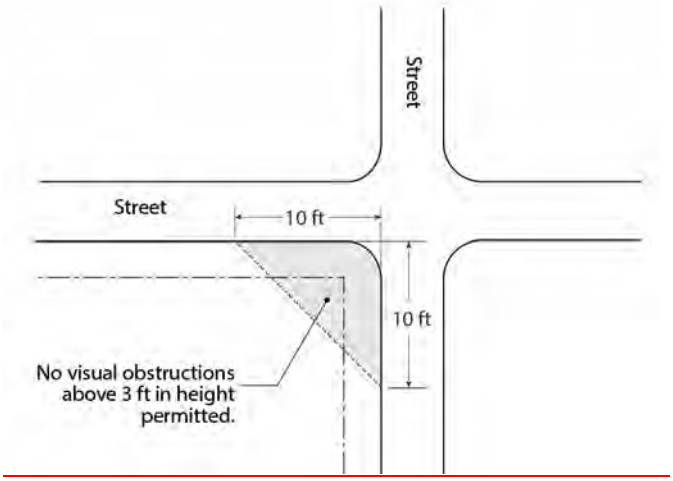
20.501.110 – Visibility at Intersection and Driveways

A. **Street Intersections**. At fully-signalized intersections, vegetation and structures must not exceed a height of three feet within the sight distance triangular area formed by the intersecting curb lines (or edge of pavement when no curbs exist) and a line joining points on these curb lines at a distance of 10 feet along both lines from their intersection, unless there is a "transparency" feature, such as open railings or well-pruned climbing plants, allowing for sight visibility.

1. Trees that are located within this sight distance triangle must have a minimum clearance of 13 feet high between the lowest portion of the canopy and street.

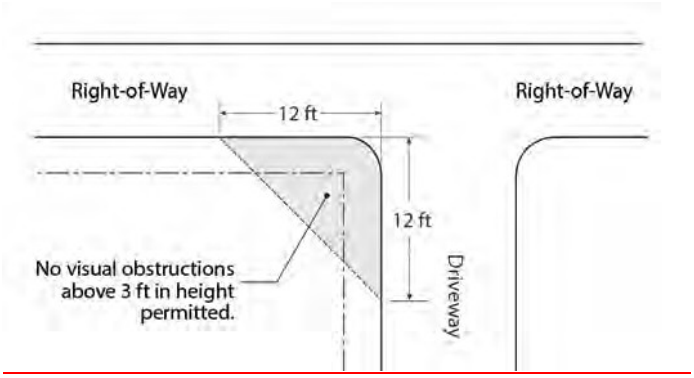
2. At unsignalized intersections, greater line-of-sight distances are established in the Standard Drawings of the Department of Public Works. The City Engineer shall make the final determination of these sight distances.

FIGURE 20.501-A VISIBILITY AT STREET INTERSECTIONS



B. **Driveways and Alleys.** Visibility of a driveway crossing a street lot line must not be blocked above a height of three feet within the sight distance triangular area formed by the intersecting curb lines (or edge of pavement when no curbs exist) and a line joining points on these curb lines at a distance of 12 feet along both lines from their intersection. Street trees that are pruned at least seven feet above the established grade of the curb so as not to obstruct clear view by motor vehicle drivers are permitted.

FIGURE 20.501-B VISIBILITY AT DRIVEWAYS



C. **Exempt Plantings**. The regulations of this subsection do not apply to existing buildings; public utility poles; saplings or plant species of open growth habits and not planted in the form of a hedge that are so planted and trimmed as to leave at all seasons a clear and unobstructed cross view; official warning signs or signals; or places where the contour of the ground is such that there can be no cross visibility at an intersection.

Chapter 20.502 – ACCESSORY STRUCTURES

Sections:

20.502.010 – Purpose
~~20.502.020 – Accessory Dwelling Units and Junior Accessory Dwelling Units~~
20.502.020 – Habitable Accessory Structures
20.502.030 – Non-Habitable Accessory Structures
20.502.040 – Prefabricated Metal Buildings

20.502.010 – Purpose

This chapter provides standards for accessory structures that are secondary and subordinate to the primary structure on the site. ~~The three (3)~~Two types of accessory structures are defined in Table 20.~~11~~502-1 (Types of Accessory Structures). Regulations for accessory dwelling units are in Chapter 20.503 (Accessory Dwelling Units).

TABLE 20.502-1 TYPES OF ACCESSORY STRUCTURES

~~Accessory Dwelling Unit~~	~~A dwelling unit with complete independent living facilities that is subordinate to a primary residential dwelling on the same lot.~~
Habitable Accessory Structure	A structure that is habitable but does not contain a kitchen and is subordinate to a primary structure on the same lot.
Non-habitable Accessory Structure	A structure that is not habitable, including sheds, detached garages, patio enclosures and structures used solely for animal keeping, and is subordinate to a primary structure on the same lot.

20.502.020 – Habitable Accessory Structures

A. Habitable accessory structures shall comply with the following standards:

1. The structure shall be located on the same lot as the primary structure.
2. The structure shall only be for the use of the occupants of the primary structure, their non-paying guests or domestic employees.
3. Accessory structures shall not be rented for use independent of the primary structure.
4. The structure shall not contain a kitchen or an area that can be easily converted into a kitchen.
5. The structure shall comply with all requirements of this Code that are applicable to the main dwelling, including, but not limited to, building setbacks, lot coverage, building height and architectural design.

6. Minimum setbacks and maximum height for habitable accessory structures shall be as provided in Table 20.~~11~~5023~~-~~-2.

TABLE 20.502-2 DEVELOPMENT STANDARDS FOR HABITABLE ACCESSORY STRUCTURES GREATER THAN 120 SQUARE FEET IN AREA

	~~*Single-Family*~~*Single-Family Zoning Districts (RD1 and RD2)*	~~*Single-Family*~~*Single-Family Zoning Districts (RD4.5 and RD8)*	*Multi-Family Zoning Districts (RD8, RD12, RD14, and RD20)*
Setbacks, Minimum			
Front	Same as main building	Same as main building	Same as main building
Rear			
Interior side	Same as main building	5 feet	
Street side	Same as main building	Same as main building	
Height, Maximum	1 story and up to 16 feet[1]	1 story and up to 16 feet[1]	1 story and up to 16 feet[1]
Maximum Size Structure	1,200 square feet[2]	1,200 square feet[2]	None

[1] A habitable accessory structure may be built on top of a one story detached garage or other detached structure in the RD 8, RD 12, RD 14, RD 20, and Mixed Use zoning districts. A habitable accessory structure may not be built on top of a detached garage or any other detached structure in the RD 1, RD 2, RD 4.5, or AG zoning districts.

[2] The structure must also comply with the floor area ratio requirement in Section 20.~~11~~502.~~030~~020(A)(9) (Habitable Accessory Structures). The planning commission may approve a structure larger than 1,200 square feet by granting a special conditional use permit pursuant to Section 20.~~11~~502.~~030~~020(A)(8) (Habitable Accessory Structures).

7. Habitable accessory structures shall not require off-street parking. If an existing garage of a primary residence is being converted to a habitable accessory structure, parking shall be replaced as required by ~~Subsection 20.18.020~~ Section 20.511.030 (Number of Parking Spaces Required) of this code.

8. The maximum size of the structure shall be one thousand two hundred (1,200) square feet, except that the P~~p~~lanning ~~c~~Commission may approve a larger structure with a special conditional use permit.

9. The total floor area of a detached habitable accessory structure shall not exceed 80 percent of the total floor area of the primary structure, excluding any attached or detached garage.

20.502.030 – Non-Habitable Accessory Structures

A. **General Requirements.** The following standards shall apply to all non-habitable accessory structures:

1. The structure shall be located on the same lot as the main building.

2. The structure shall not contain a kitchen, cooking facilities, or any habitable area, but may include restroom facilities.

3. The structure shall not be rented for use independent of the primary structure on the site.
4. Structures not attached to the main dwelling shall be located on the rear half of the lot, except that detached garages provided in fulfillment of the requirements of Section 20.5104~~18~~ (Parking) of this chapter may be located on the front one-half of the lot.
5. The structure shall not be located on the property so as to block free and clear access to the rear yard.
6. The use of shipping, storage or sea cargo containers as a permanent accessory structure shall be prohibited.
7. Small non-habitable accessory structures 120 square feet or less in area shall not be located in the front yard of a property or within the front setback.
8. Minimum setbacks and maximum height for small non-habitable accessory structures less than 120 square feet in area shall be as provided in Table 20.~~11~~5023~~-~~3. Minimum setbacks, maximum height, and maximum size for large non-habitable accessory structures greater than 120 square feet in area shall be as provided in Table 20.~~11~~5023~~-~~4. Minimum setbacks, maximum coverage, and maximum height for patio covers and enclosures shall be as provided in Table 20.~~11~~5023~~-~~5.
9. The maximum size of the structure shall be 1,200 square feet, except that the Planning Commission may approve a larger structure with a Special Conditional Use Permit.

TABLE 20.502-3 DEVELOPMENT STANDARDS FOR SMALL NON-HABITABLE ACCESSORY STRUCTURES 120 SQUARE FEET OR LESS IN AREA

	~~Single-Family~~Single-Family Zoning Districts (RD1, RD2, RD4.5, and RD8)	*Multi-Family Zoning Districts (RD12, RD14, and RD20)*
Setbacks, Minimum [1]		
Front	Same as main building	
Rear	As Required by the Building Code	
Interior side	As Required by the Building Code	Same as main building
Street side	As Required by the Building Code	
Height, Maximum	14 feet (one story only)	

TABLE 20.502-4 DEVELOPMENT STANDARDS FOR LARGE NON-HABITABLE ACCESSORY STRUCTURES GREATER THAN 120 SQUARE FEET IN AREA, EXCLUDING PATIO ENCLOSURES

	~~Single-Family~~Single-Family Zoning Districts (RD1, RD2, RD4.5, and RD8)	Multiple Family -Zoning Districts (RD12, RD14, and RD20)

Setbacks, Minimum		
Front	Same as main building [1]	Same as main building
Rear, no habitable space	One Story—5 feet [4] Two Story—10 feet [2][4]	
Interior/Alleyway, no habitable space	5 feet [3][4]	
Street side	Same as main building	
Height, Maximum	2 stories or 20 feet	
Size, Maximum	1,200 square feet	None

[1] Detached structures shall be located in the rear ½ of the lot.

[2] A building exceeding 14 feet in height, measured from finished floor to the highest point of the structure, shall be considered a two-story structure.

[3] A building or structure with a legal nonconforming side yard setback may be added to, extended or enlarged, provided that a side yard setback equal to or greater than the existing side yard setback is provided, and that the setback is consistent with the predominant interior side yard setbacks within the surrounding neighborhood.

[4] Reference 20.507~~17~~.040.B.2 for driveway length requirements.

TABLE 20.502-5 DEVELOPMENT STANDARDS FOR PATIO COVERS AND PATIO ENCLOSURES

	~~Single Family~~Single-Family Zoning Districts (RD1, RD2, RD4.5, and RD8)	Single-Family Small Lot Residential Subdivisions (RD4.5, RD8, RD12, and RD14)	Multiple Family Zoning Districts (RD12, RD14, and RD20)
Patio Covers[1]			
Setback, Minimum			
Front	Same as main building	Same as main building	Same as main building
Rear	5 feet	5 feet	
Interior Side			
Street Side			
Rear Yard Coverage, Maximum	50%	50%	N/A
Height, Maximum	14 feet	14 feet	Same as main building
Patio Enclosures			
Setbacks, Minimum [1]			
Front	Same as main building	Same as main building	Same as main building

	~~Single-Family~~Single-Family Zoning Districts (RD1, RD2, RD4.5, and RD8)	Single-Family Small Lot Residential Subdivisions (RD4.5, RD8, RD12, and RD14)	Multiple Family Zoning Districts (RD12, RD14, and RD20)
Rear	10 feet	10 feet	
Interior Side	5/10 feet	5 feet	
Street Side	15 feet	15 feet	
Rear Yard Coverage, Maximum	50%	50%	N/A
Height, Maximum	14 feet	14 feet	Same as main building

[1] Lattice patio covers and non-solid patio covers (minimum 50 percent open) shall not count towards lot coverage.

[2] Within ~~single-family~~single-family zoning districts, a minimum 10-foot-wide clear access shall be provided to the rear yard along at least one of the required side yards, excluding the RD8 zone and single-family small lot residential subdivisions in any zone for which no such requirement exists.

B. **Large Structures.** Non-habitable structures greater than 120 square feet in area shall comply with the following standards:

1. The size, footprint, height, bulk and scale of the structure shall be compatible with the primary structure and other structures in the surrounding area.
2. The structure shall be consistent~~match~~ with the main dwelling with respect to architectural design and detailing, roof material, exterior color and exterior finish materials, excepting prefabricated metal buildings. Structures visible from a public street shall be required to provide additional architectural detailing where visible.
3. If, in the opinion of the Director, an accessory structure is designed such that conversion to a secondary dwelling and/or ADU could easily occur without benefit of city knowledge or approval, recordation of a covenant or restriction against the title of the property upon which the structure is proposed shall be required. The covenant or restriction shall describe the location, size and use of the accessory structure, state that the accessory structure shall not be converted to a secondary unit without all required City approvals, and shall be recorded prior to the issuance of a building permit for the structure.

20.502.040 – Prefabricated Metal Buildings

Prefabricated metal buildings are classified as non-habitable accessory structures and shall comply with the following regulations:

A. **Metal Buildings in Residential Zones.**

1. Buildings and structures with a gross floor area of 120 square feet or less are permitted in all residential zoning districts and shall comply with the following:

a. The building or structure shall be located out of view of the public street to the greatest extent possible.

b. The building or structure shall not exceed 8 feet in height.

c. Metal roofing or siding/panels shall have a factory applied color finish.

d. The color shall be compatible with the main residence.

2. Buildings and structures with a gross floor area greater than 120 square feet are administratively permitted in the RD 1 and RD 2 zoning districts and shall comply with the following:

a. The building or structure shall only be used for the purposes of animal keeping, housing agricultural equipment, or housing a recreational vehicle owned by the property owner.

b. Metal siding/panels visible from the public street and adjacent properties shall have additional architectural detailing.

c. A factory applied color finish compatible with the existing main residence shall be provided.

d. The building or structure shall only be located behind the main residence of the rear one-half of the lot out of view from surrounding public streets to the greatest extent possible.

e. The building or structure shall maintain all required setbacks, however, a prefabricated metal building may utilize a three-foot setback along the side and/or rear property lines if all Uniform Building Code requirements are met.

f. A minimum 10-foot-wide access drive shall be provided to the structure from the front or corner side yard of the lot.

g. The building or structure shall be maintained in good condition, with a clean and undamaged appearance at all times.

h. A maximum of one metal building or structure shall be permitted per lot.

i. All current Uniform Building and Fire Department Code requirements shall be met.

j. If the building or structure is used to store a recreational vehicle, it shall be sized proportional to the recreational vehicle it is housing.

Chapter 20.503 – ACCESSORY DWELLING UNITS

Sections:

20.503.010 – Purpose
20.503.020 – General Requirements and Development Standards
20.503.030 – Approvals Required

20.503.010 – Purpose

This section is intended to implement the provisions of Sections ~~65852.2~~66310 through 66342 ~~6852.2 and 6582.22 and 65852.22~~ of the Government Code and, in case of ambiguity, shall be interpreted to be consistent with such provisions.

20.503.020 – General Requirements and Development Standards

A. **General Requirements.** Accessory dwelling units and junior accessory dwelling units shall comply with the following requirements:

1. ***Location***.

   a. An accessory dwelling unit may either be attached to, located within, or detached from a proposed or existing single-family or multifamily dwelling structure or in or above a detached garage.

   b. An accessory dwelling unit located within a multifamily dwelling structure shall be located within a portion of the structure not used as livable space, including, but not limited to, a storage room, boiler room, passageway, attic, basement, or garage, provided that each unit shall comply with state building standards for dwellings.

   c. A junior accessory dwelling unit shall be located within or attached to a proposed or existing single-family dwelling structure. It may only be created on a lot zoned for single-family residences.

2. ***Number of accessory dwelling units per lot.***

   a. No more than one accessory dwelling unit and one junior accessory dwelling unit are allowed on any lot with one or more existing or proposed single-family residence(s).

   b. ~~One, but not both, of the One, but not both, of the~~ The following options ~~is~~ are permitted on a lot with an existing or proposed multifamily residence:

      i. The ~~amount amount~~ number of accessory dwelling units allowed within the portion of an existing multifamily dwelling structure that is not livable space shall be equal to 25 percent of the ~~amount~~ number of units in the multifamily dwelling structure, provided that fractional units shall be rounded down and at least one accessory

dwelling unit shall be allowed in each multifamily dwelling structure. For example, one accessory dwelling unit is allowed in a multifamily dwelling structure with seven or fewer units; two accessory dwelling units are allowed in a multifamily dwelling structure with eight to eleven units; and three accessory dwelling units are allowed in a multifamily dwelling structure with twelve units.

ii. No more than ~~two~~ eight detached accessory dwelling units are allowed on a lot with an existing multifamily residence, provided the number of accessory dwelling units does not exceed the number of existing units on the lot.

iii. On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units are permitted.

c. Notwithstanding any other provision in this section, the number of accessory dwelling units and junior accessory dwelling units permitted on a parcel that was created through an urban lot split shall be limited as described in Section 19.04.110.G.

3. ***Required facilities.***

a. Accessory dwelling units shall include complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, including a kitchen and full bathroom.

b. Junior accessory dwelling units shall include living facilities for one or more persons, including permanent provisions for living, sleeping, eating, and cooking, including an efficiency kitchen. Junior accessory dwelling units may include separate sanitation facilities or may share sanitation facilities with the primary residence.

4. ***Separate entrances***.

Junior accessory dwelling units and accessory dwelling units located within a primary residence or attached to a primary residence shall include a separate entrance from the main entrance to the primary residence. However, no passageway to the unit is required.

B. **Development standards.**

1. An accessory dwelling unit shall comply with the development standards in Table 20.~~11~~503-~~12~~ (Development Standards for Accessory Dwelling Units). No minimum lot size is required.

TABLE 20.503-1 DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Feature	*Standard*
Maximum Size – Attached or Within the Primary Dwelling[1]	
Accessory Dwelling Units	50% of the existing primary dwelling structure, ~~of 1,200 of 1,200 square feet~~, or 1,600 square feet for units in the RD1 and RD2 zones and 1,200 square feet in other zones ~~whichever is less, whichever is less~~
Junior Accessory Dwelling Units	~~50% of the existing primary dwelling structure or~~ 500 square feet~~, whichever is less~~
Maximum Size – Detached[1][2]	~~1,200 square feet~~ 1,600 square feet for units in the RD1 and RD2 zones and 1,200 square feet in other zones ~~1,200 square feet~~
Setback – Front/Street Side[3]	Same as main building
Setback – Interior Side/Rear[3]	4 feet
Maximum Height	**Detached**: 1 story and up to 16 feet or 18 feet if within a ~~half~~half-mile walking distance of a major transit stop or a high-quality transit corridor plus two feet if necessary to allow with the roof pitch of the primary dwelling; **Attached**: two stories and 25 feet or the height of the primary dwelling unit height limit if less than 25 feet; **On a Multi-family lot**: if within an existing or proposed multi-family structure: 18 feet [4]
Minimum Lot Size	None

[1] Maximum size requirements for an accessory dwelling unit or junior accessory dwelling unit apply to the entire structure, including a garage, exterior storage space, or other structure that is attached to the unit but is not intended for use as livable space.

[2] Not applicable to junior accessory dwelling units.

[3] Setback requirements only apply to construction of new buildings, whether attached to or detached from the primary dwelling. No setback is required for the conversion of an existing living area, garage, or accessory structure to an accessory dwelling unit where the unit will not change the dimensions of the existing structure.

[4] An accessory dwelling unit may be built on top of a one story detached garage or other detached structure in the RD 8, RD 12, RD 14, RD 20, and Mixed Use zoning districts. An accessory dwelling unit may not be built on top of a detached garage or any other detached structure in the RD 1, RD 2, RD 4.5, or AG zoning districts.

a. Except as provided in Table 20.~~11~~503-1~~2~~, accessory dwelling units shall comply with all building and development standards applicable to the primary residence, including maximum lot coverage requirements except that the maximum lot coverage in the RD1 and RD2 is increased to 30 percent, subject to subsection (d).

b. ~~The total floor area of a detached accessory dwelling unit shall not exceed 80 percent of the total floor area of the primary structure, excluding any attached or detached garage.~~ When an accessory dwelling unit is created from an existing accessory structure, up to 150 square feet may be added beyond the physical dimensions of the existing accessory structure to provide for ingress and egress.

c. If the applicable maximum lot coverage requirement, or the floor area ratio requirement in subsection (c), would prevent the approval of an attached or detached accessory dwelling unit that is at least 800 square feet, an applicant shall, nonetheless, be permitted to construct an attached or detached accessory dwelling unit that is up to 800 square feet, provided that the unit complies will all other development standards.

d. The architectural design and detailing, roof material, and exterior color and finish materials of an accessory dwelling unit shall ~~match~~be consistent with the objective standards for the design of ~~-~~the primary dwelling.

e. An accessory dwelling unit may be manufactured housing, provided the development standards of this section and of Section 20.514.310 (Manufactured Housing) are met.

~~e. Accessory dwelling units are not required to have fire sprinklers if they are not required for the primary residence.~~

f. Efficiency units, as defined in Section 17958.1 of the Health and Safety Code, and manufactured homes may be used as accessory dwelling units, subject to compliance with the requirements of this code.

g. The correction of nonconforming zoning conditions shall not be required as a condition of approval for the creation of an accessory dwelling unit or a junior accessory dwelling unit.

2. ***Sale and rental of units.***

a. Accessory dwelling units and junior accessory dwelling units may not be sold or otherwise conveyed separate from the primary residence.

b. An accessory dwelling unit or junior accessory dwelling unit may be rented separate from the primary residence if the owner has a business license unless the City Manager has granted an exemption for having one pursuant to Section 5.04.070 but may not be rented for a term of less than 31 consecutive days.

3. ***Parking requirements***.

a. One on-site parking space shall be provided for each accessory dwelling unit bedroom on a lot, consistent with the parking requirements in Chapter 20.~~18~~511 (Parking and Loading)~~9~~18 of the ~~is~~ C~~c~~ode, except as otherwise provided in subsection (c).

b. No additional parking spaces are required for a junior accessory dwelling unit.

c. Tandem parking is permitted.

d. Notwithstanding subsection (a), no additional parking is required for accessory dwelling units in the following circumstances:

i. The accessory dwelling unit is located within one-half mile walking distance of public transit.

ii. The accessory dwelling unit is located within an architecturally and historically significant historic district.

iii. The accessory dwelling unit is located entirely within the proposed or existing primary residence or an accessory structure.

iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

v. When there is a car share vehicle located within one block of the accessory dwelling unit.

vi. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed in Government Code section 66322, subdivision (a)(1)-(5).

e. Any required parking for an accessory dwelling unit may be provided as tandem parking on an existing driveway or in setback areas, unless the director of development services, or the director's designee, finds that tandem parking and/or parking in setback areas is not feasible based upon specific site or regional topographical or fire and life safety concerns.

f. Pursuant to Government Code Section (65852.2a)(1)(D)(xi), ~~Offstreet~~Off-street parking spaces do not need to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or is converted to an accessory dwelling unit.

4. ***Fire Sprinklers.***

Fire sprinklers are required if they are required by the City's Building Code for the primary residence.~~;~~

~~4.~~5. ***Utilities.***

An accessory dwelling unit may share utility connections with the main dwelling or be metered separately from the main dwelling for gas, electricity and water services. A sewer connection separate from the main dwelling may also be provided.

~~5.~~6. ***Junior accessory dwelling units – owner occupancy***.

The property owner must reside in any single-family residence that includes a junior accessory dwelling unit. The owner may reside in either the junior accessory dwelling unit or the remaining portion of the structure. However, owner-occupancy is not required if the owner is a government agency, land trust, or housing organization.

~~6.~~7. ***Junior accessory dwelling units – deed restriction.***

The approval of a junior accessory dwelling unit will be conditioned on the recordation of a deed restriction, which shall run with the land, and will be recorded by the ~~city~~ City on the property where unit is, or will be, located. The deed restriction will include the following:

a. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers~~.~~; and~~]~~

b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with Government Code sections ~~6852.222~~ ~~65852.22~~66333 through 66339.

c. The deed restriction may be removed if the owner eliminates the junior accessory dwelling unit, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner must send a written request to the Director, providing evidence that the junior accessory dwelling unit has been eliminated. The Director shall then determine whether the evidence supports the claim that the junior accessory dwelling unit has been eliminated. The Director's determination may be appealed; see Section 20.602.13~~2~~0 (Appeals)~~.~~

20.503.030 – Approvals Required.

A. The following approvals apply to ADUs and JADUs under this chapter:

1. ***Building Permit Only.*** If an ADU or JADU complies with each of the general requirements below, the ADU or JADU is allowed with only a Building Permit under this section as follows:

a. *Converted on Single-Unit Lot.* One ADU and one JADU on a lot with a proposed or existing single-unit dwelling on it, where the ADU or JADU:

i. Is either: within the space of a proposed single-unit dwelling; within the existing space of an existing single-unit dwelling; or

ii. Has exterior access that is independent of that for the single -unit dwelling; and

iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

iv. The JADU complies with the requirements of Government Code Sections 66333 through 66339.

b. *Limited Detached on Single-Unit Dwelling Lot.* One detached, new-construction ADU on a lot with a proposed or existing single-unit dwelling in addition to any JADU that might otherwise be established on the lot if the detached ADU satisfies each of the following limitations:

i. The side and rear setbacks are at least four feet;

ii. The floor area is 800 square feet or smaller; and

iii. The height does not exceed the applicable height limit established in this section.

c. *Converted on Multi-Family Dwelling Lot.* One or more ADUs within portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with the City's Building Code standards for dwellings. Under this subsection at least one converted ADU is allowed within an existing multi-family dwelling, up to a quantity equal to 25 percent of the existing multi-family dwelling units.

d. *Limited Detached on Multi-Family Dwelling Lot.* No more than two detached ADUs on a lot with a proposed multi-family dwelling, or up to eight detached ADUs on a lot with an existing multi-family dwelling, if each detached ADU satisfies all of the following:

i. The side and rear setbacks are at least four feet. If the existing multi-family dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multi-family dwelling as a condition of approving the ADU.

ii. The height does not exceed the applicable height limit provided in subsection 20.~~(E)(2) below~~503.020 (B) (Development Standards).

iii. If the lot has an existing multi-family dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

2. ***Director's Ministerial Approval.*** Except as allowed above, no ADU may be constructed or legalized without a building permit and the Director's ministerial approval under Section 20.603.090 (D) (Application Submittal, Review, and Action) determine compliance with the standards of this chapter.

3. ***Process and Timing***. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application or 30 days if the application is for a pre-approved ADU plan (see Section 20.503.030 (B) (Pre-Approved ADU Plans). If the City has not approved or denied the completed application within these time periods, the application is deemed approved unless either:

a. The applicant requests a delay, in which case the time period is tolled for the period of the requested delay; or

b. When an application to create an ADU or is submitted with a permit application to create a new single-unit dwelling or multi-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single- unit dwelling or multi-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

4. ***Denials.*** If the City denies an application to create an ADU or JADU, the City must provide the applicant with written comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the time periods established above.

B. **Pre-Approved ADU Plans**. The Development Services Department has developed a program for the preapproval of accessory dwelling unit plans, as required by Government Code Section 65853.27. The program shall continue to comply with all of the following:

1. The program shall include a procedure for obtaining pre-approval of accessory dwelling unit ~~plans, a~~plans, a review schedule, and fees for submission and review of pre-approved plans for accessory dwelling units that meet the standards of this chapter and the applicable standards of the California Building Code or the California Residential Building Code, as adopted by the City. The pre-approved plans submittal package shall include:

   a. Architectural information (e.g. plans, sections, elevations, design and structural details, and construction specifications);

   b. Structural information and calculations;

   c. Title 24 energy documents and energy efficiency verifications, as applicable;

   d. Truss plans and calculations, as applicable;

   e. Information on fire sprinklers and compliance with requirements of the Chino Valley Fire District as applicable;

   f. Geotechnical and soils information for foundation design or pre-approved footing sizes~~.~~; and

   g. A template for a standard site plan.

2. The pre-approved plan submittal package may include a checklist with instructions for individual property owners to complete the plans, adding site-specific information, such as parcel boundaries, dimensions of the primary residence, and distances to the accessory dwelling unit, street name(s), information on roofing, attic vents, exterior finishes, and verification of energy efficiency according to the California Home Energy Information System, location of utilities and easements, details on proposed solar panels, if applicable, and foundation information.

3. The Director shall review plans and optional checklist submitted, and those that meet the standards of this chapter and the requirements of Government Code sections 66314 through 66332 shall be submitted to the Planning Commission for approval. If no checklist is submitted with the plans, the City shall prepare an application checklist describing the additional information required in an application for use of pre-approved plans for the Commission's review.

4. Accessory dwelling unit plans that are pre-approved by the Planning Commission pursuant to this section shall be posted on the City's website along with an application checklist for finalizing the plans for submission to the City and contact information for the designer of record for applicants' use.

5. Individual applicants should be informed that they may need to work with contractors, structural engineers, or design professionals to complete the plans for submission for specific sites.

6. Pursuant to Section 20.603.090 (Zoning Clearance), the Director of Development Services shall ministerially approve or deny an application without discretionary review based on a pre-approved plan for a detached accessory dwelling unit plus required site-specific information and other details listed in the City's checklist for submission of applications with pre-approved plans within 30 days from the date the City receives a completed application accompanied by the required fee.

C. **Demolition Permits**

The City shall review and issue a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit at the time that it reviews and issues a permit for construction of the accessory dwelling unit. Furthermore, applicants are not required to provide written or posted notice for the demolition of a detached garage unless the property is located in a designated historic district.

D. **Fee Waivers**

1. As required by State law, the City shall waive development impact fees established by the City, special districts, or water purveyors, including Quimby Act fees and Inland Empire Utilities Agency fees, for proposed accessory dwelling units or junior accessory dwelling units that are less than 750 square feet.

2. The City shall waive school impact fees for proposed accessory dwelling units or junior accessory dwelling units that are less than 500 square feet.

E. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

1. The City shall not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU. This provision does not apply to a building that is deemed to be substandard and does not comply with the standards specified in California Health and Safety Code Section 17920.3.

2. Upon request, the City shall allow the owner of a qualifying substandard unit up to five years to correct the violation so long as the violation is not a health or safety issue, as determined by the Director of Development Services.

~~a.~~F. **-Discretionary Review for Waivers and Exceptions to Standards.** Any proposed ADU or JADU that does not conform to all of the objective standards set forth in this Section may be allowed through a variance process under Section 20.603.080 (Variances), which requires discretionary review and approval by the Director for minor variances and the Planning Commission for major variances. Conditions of approval and performance guarantees may be imposed to ensure land use compatibility.

Chapter 20.504 – TEMPORARY USES AND STRUCTURES

Sections:

20.504.010 – Purpose
20.504.020 – Temporary Uses
20.504.030 – Temporary Recreational Vehicle Living Units
20.504.040 – Commercial Delivery Van Parking

20.504.010 – Purpose

This chapter establishes regulations, approval procedures and standards for temporary uses and recreational vehicles used as living units for a limited duration.

20.504.020 – Temporary Uses

A. **Temporary Uses Exempt from Permits.** The following uses are exempt from the requirements of this chapter.

1. ***Yard Sales.*** Yard sales in residential zones, or those conducted by a school or bona-fide non-profit organization, subject to the requirements of Title 5, Chapter 5.40 of the Chino Municipal Code.

2. ***Emergency Facilities.*** Public emergency facilities established for the purposes of health and public safety during a declared emergency.

3. ***City Events and Facilities.*** Activities conducted on public property as approved by the City Council and/or City Manager as necessary for certain events.

4. ***Temporary Construction, On-Site.*** Construction yards located on-site and less than one acre in size established in conjunction with an approved project. The construction yard shall be immediately removed within 10 days of completion of the construction project or expiration of the building permit.

5. ***Portable Toilets.*** Portable toilets shall only be permitted on a temporary basis pursuant to the requirements of Section ~~20.21.480~~ 20.514.430 (Portable Toilets) of this Code.

6. ***Temporary work trailers.*** A trailer or mobile home used as a temporary work site for employees of a business working on a development project for a maximum of 12 months or the expiration of the building permit

B. **Temporary Uses Requiring Permits.** The following temporary uses are permitted subject to issuance of ~~an Administrative Approval~~a Temporary Use Permit as provided by Chapter 20.~~23~~ 603 (Specific Procedures for Approvals and Permits) of this Code.

1. ***Contractor' construction yards, off-site.*** Construction yards located off-site in conjunction with an approved project for a maximum of 12 months or the expiration of the building permit.

~~2. ***Temporary work trailers.*** A trailer or mobile home used as a temporary work site for employees of a business for a maximum of 12 months or the expiration of the building permit.~~

~~3.~~2. ***Temporary storage containers.*** Storage containers shall be permitted in commercial zones from October 15 through January 15. Such facilities shall not be located in an area that is visible from the public street, within any required parking space, drive aisle, fire lane, or required landscape area.

~~4.~~3. ***Temporary structures.*** A temporary trailer or similar structure used as a classroom or office for a maximum of 12 months.

~~5.~~4. ***Temporary real estate office.*** A temporary real estate office used exclusively for the sale of homes for a maximum of 12 months, or as otherwise permitted by the Director of ~~Community~~ Development Services unless ~~already~~ approved as part of a model home complex.

~~6.~~5. ***Temporary parking lot.*** Unpaved parking areas on the same parcel or contiguous parcel as the principal use for up to two years.

~~7.~~6. ***Open air~~Farmer's~~ market.*** ~~Farmer's~~ Open air markets for a maximum of three days per week. This time limit does not apply to certified farmers markets.

~~8.~~7. ***Other similar uses.*** Similar temporary activities determined by the Director of ~~Community~~ Development Services to be compatible with the applicable zoning district and surrounding uses.

C. **Temporary Uses Requiring a Special Conditional Use Permit.**

1. Temporary buildings and facilities located below the 566-foot flood inundation line may be approved for an indefinite period of time in conjunction with a permitted or conditionally permitted use in an Agricultural zoning district with the approval of a ~~Special~~ Conditional Use Permit.

2. Any other temporary use not listed in subsections (A) or (B) above may be permitted with a Special Conditional Use Permit as long as the use is compatible with the applicable zoning district and surrounding uses.

D. **Application.** An application for ~~an Administrative Approval or Special Conditional Use Permit for a temporary use~~a Temporary use Permit or Conditional Use Permit shall be submitted with the ~~Community~~ Development Services Department pursuant to the requirements contained in Chapter 20.~~23~~603 (Specific Procedures for Approvals and Permits) of this Code. The temporary use shall not be permitted to commence until approval of the required ~~Administrative Approval or Special Conditional Use Permit~~Temporary Use Permit or Conditional Use Permit.

E. **Additional Requirements.** Temporary uses shall comply with the following additional requirements:

1. Upon, or prior to, the expiration of temporary use approval, any temporary structure, and all appurtenances thereto, shall be removed from all affected property.

2. The site shall be cleared of debris, litter and other trash upon expiration of temporary use approval.

3. To ensure removal of temporary structures, the Director may require a project proponent provide a performance security (bond, cash deposit or other method acceptable to the City) to ensure removal of the structure or facility at the end of the approved period. The performance security shall be equal to the estimated legal fees that would be incurred by the City if the structure or facility were not removed at the end of the approved period.

4. Should the temporary structure or facility not be removed within the approved period, any performance security, if required, shall be forfeited to the City.

F. **Extensions.** Extensions of the time period for the temporary use may be permitted by the body granting the original approval.

20.504.030 – Temporary Recreational Vehicle Living Units

A. **Purpose.** The purpose of these provisions is to provide a procedure by which recreational vehicles may be utilized by senior citizens as an affordable temporary living facility on a short-term basis.

B. **Applicability.** A temporary recreational vehicle living unit occupied by a senior citizen shall be permitted on any parcel occupied by a single-family residence, subject to the requirements of this section.

C. **Zoning Clearance.** The temporary occupancy of a recreational vehicle shall require issuance of a Zoning Clearance consistent with Section ~~20.23.110~~20.603.090 (Zoning Clearance).

D. **Duration.** A temporary recreational vehicle living unit may be occupied for a continuous 90-day period. The Director of ~~Community~~ Development Services may issue a one-time 30-day time extension, provided all requirements of this section have been met.

1. Not more than one temporary recreational vehicle living unit may be permitted on any lot or parcel at any one time.

2. At least one occupant of a temporary recreational vehicle living unit shall be fifty-five years of age or older.

3. Camper shells, whether mounted on a truck or not, or boats/watercraft of any kind, shall not be used as a temporary recreational vehicle living unit.

4. Temporary recreational vehicle living units shall only be permitted within a side or rear yard, and shall comply with all setback and building height limitations of the zone in which it is located.

5. Temporary service connections for water (garden hose) and electricity (extension cord) shall be permitted. Sewer service shall be self-contained within the temporary recreational vehicle living unit. No dumping of sewage on a lot or parcel upon which a temporary recreational vehicle living unit is located is permitted.

20.504.040 – Commercial Delivery Van Parking

A. **Purpose.** The purpose of these provisions is to provide a procedure by which temporary parking may be utilized for commercial delivery vans on a short-term basis.

B. **Applicability.** Temporary commercial delivery van parking shall be permitted citywide, subject to the requirements and findings of this section.

C. **Administrative Approval.** The temporary parking of commercial delivery vans shall require issuance of an Administrative Approval consistent with Section ~~20.23.120~~20.603.100 (Administrative Approval) of this Code. To understand the traffic level and potential impacts to roadways and/or intersections, a traffic trip generation study shall be required, and approved by the City~~'s Transportation Manager~~Traffic Engineer.

D. **Duration.** Temporary parking of commercial delivery vans shall be allowed for a maximum of 12 months. Applications for time extensions may be granted by the Director and shall be submitted to the City at least 30 days prior to expiration.

E. **Use Standards.**

1. No more than 75 vans may be parked on the site at any time.
2. Proposed parking areas shall be temporary in nature and are subject to the provisions in Subsection 20.~~12.020.F~~ 504.020 (Temporary Uses) of this Code.
3. Proposed parking areas shall not be located within 300 feet of any residentially zoned property, nor within 100 feet from any public street.
4. Ingress and egress of delivery vans from parking areas shall be conducted in a safe manner, in ~~accordance~~accordance with any conditions placed on the Administrative Approval by the City~~'s Transportation Manager~~Traffic Engineer.
5. No long-term storage of inoperable vehicles or maintenance of vans shall occur in any temporary parking areas.
6. The site shall have frontage on primary and/or secondary arterials, as determined by the Director of Development Services.
7. The site shall have adequate security at all times, as determined by the Director of Development Services.
8. A deviation from the above use standards may be permitted through approval of a special conditional use permit by the Planning Commission.

Chapter 20.505 – SMALL LOT RESIDENTIAL SUBDIVISIONS

Sections:

20.505.010 – Purpose
20.505.020 – Location
20.505.030 – Permits Required; Prohibition of Urban Lot Splits
20.505.040 – Use Regulations
20.505.050 – Development Standards

20.505.010 – Purpose

The purpose of the small lot residential subdivision standards are to:

A. Provide a unique and high-quality development by allowing for deviations from the base zoning standards to achieve variation in the design, orientation, and location of the unit on the lot.

B. Provide flexibility for infill development by permitting a variety of housing types, such as small lot detached homes, cluster homes, and courtyard homes, as traditional development is often constrained on infill sites by irregular lot shapes and sizes, and existing surrounding development.

C. Ensure that infill development is compatible with adjacent existing development.

D. Ensure adequate passive and active common open space and recreational amenities are provided within small lot residential developments.

20.505.020 – Location

A small lot residential subdivision may be proposed in RD 4.5, RD 8, and RD 12 zoning districts. The City may determine that a proposed small lot residential subdivision is not allowed where public facilities and services are insufficient for the proposed development.

20.505.030 – Permits Required; Prohibition of Urban Lot Splits

Approval of a ~~Special~~ Conditional Use Permit and a Tentative Map for a common interest or fee simple subdivision are required for a small lot subdivision. Urban lot splits proposed under Section 19.04.110 on a small lot parcel created under this section are not allowed on the small lots created under this chapter.

20.505.040 – Use Regulations

A small lot residential subdivision may be developed with only those uses allowed in the zoning district applicable to the site.

20.505.050 – Development Standards

This section establishes objective development standards for small lot residential subdivisions.

A. Table 20.~~13~~505-1 (Development Standards for Small Lot Residential Subdivisions - Traditional), Table 20.~~13~~505-2 (Development Standards for Small Lot Residential Subdivisions – Alley Loaded), and Table 20.~~13~~505-3 (Development Standards for Cluster and Courtyard Homes) identify development standards that apply to all lots and structures located in a small lot residential subdivision.

B. The unit types, architectural design and building orientation shall be varied to achieve an efficient and unique site design.

C. Setbacks, unit placement and building massing shall be varied and quality architectural design shall be utilized to provide a high-quality streetscape.

D. Alleys not required for fire access shall be a minimum of 24 feet wide, with a minimum of 3 feet of landscape setback between the edge of the pavement and building, fences or walls. Garages with alley access shall have a minimum setback of 3 feet from the curb. One tree for each unit shall be planted adjacent to the alley.

E. The driveway length for each unit shall either be less than 5 feet in length or greater than 19 feet.

F. Garages shall be of sufficient size to accommodate the required twenty-foot by twenty-foot clear parking area as well as additional area for trash receptacles, unless another location within the lot/site is designated. The developer shall provide a plan delineating the probable location of all trash receptacles on trash pick-up day to show potential on-street parking conflicts.

G. In addition to all other requirements of this section, small lot residential subdivisions consisting of five or more attached or detached dwelling units shall comply the following:

1. Decorative elements such as intensified landscaping, garden walls, gazebos and trellis features, and lighting shall be provided to enhance the project.

2. At primary and secondary site entries, a minimum of 15 feet of parkway shall be provided on both sides of the roadway. The enhanced parkway shall include a corner treatment consisting of landscaping and identification, i.e. signs, monuments, etc.

3. All sidewalks within the development shall be separated from the curb by a landscaped parkway. Sidewalks ~~may~~ shall be installed on ~~only one~~both sides of the street ~~at the discretion of the Director of Community Development~~ Services~~.~~.

4. All streets within the development, with the exception of alleys, shall be a minimum of 36 feet wide, or the width necessary to accommodate parking on both sides of the street.

5. A total ratio of three spaces per unit, including both on and off-street parking, shall be provided. However, parking requirements for individual units shall comply with the appropriate parking standard for off-street parking within this code.

6. On-street parking shall be distributed throughout the project so that some parking for guests and residents is in close proximity to all units.

7. A parking plan shall be prepared and be coordinated with the Chino Valley Independent Fire District, United States Postal Service, and the City's Public Works Department for the purpose of establishing that on-street parking locations do not conflict with mailboxes, fire hydrants, fire lanes, 20' from the end of a corner radius, and any other utilities that require vehicular access. The parking plan shall clearly show the following and be subject to the review and approval of the Planning Commission:

   a. The number and location of all off-street parking spaces located in garages, on driveways, and in designated parking lots.

   b. The number and location of all on-street parking spaces.

   ~~b.~~c. The number and location of accessible parking spaces.

   ~~c.~~d. Locations where parking is prohibited or restricted to guests only.

8. The approved parking plan and CC&R provisions related to parking, access to parking, and garage use shall be disclosed to each prospective buyer and included in the purchase and sale agreement as a separate and distinct disclosure form. Additional disclosures may be required at the discretion of the Planning Commission.

TABLE 20.505-1 DEVELOPMENT STANDARDS FOR SMALL LOT RESIDENTIAL SUBDIVISIONS - TRADITIONAL

Item	*Zoning Districts*			*Additional Standards*
	RD 4.5	*RD 8*	*RD 12*	
Site Requirements				
Project Area, Minimum	15,000 SF	n/a	n/a	
Lot Area Minimum [1]	5,500 SF	2,500 SF	2,500 SF	
Density, Max [	4.5 du/acre	8 du/acre	12 du/acre;	
Landscape Coverage Min	40%	35%	30%	Based on the total project area
Building Coverage Max	60%	65%		
Off-Street Parking and Loading	2 car garage plus one guest parking space per unit			Guest parking may be on or off-street (interior streets)
Building Requirements				
Front Setback (Main Residence) [2]	15 feet	10 feet	10 feet	
Front Setback (Garage)	19 feet	19 feet	19 feet	
Rear Setback	10 feet	10 feet	10 feet	
Interior Side	5 feet	4 feet	4 feet	Zero lot lines may be permitted with a

				minimum building separation of 8 feet
Street Side (Project boundary)	15 feet	15 feet	10 feet	
Street Side (Interior streets)	5 feet	10 feet	10 feet	Letter lots may be counted towards the required street side yard setback
Building Height	2 stories/35 feet	2 stories/35 feet		

[1] Minimum lot area requirements apply only to the creation of new lots.

[2] Setbacks, unit placement, and building massing shall be varied and enhanced architectural design shall be utilized to provide a high-quality streetscape. For projects consisting of 5 or more units, the front yard setback may be reduced up to 20 percent, provided the minimum required front yard setback is maintained on average for all units within the development.

TABLE 20.505-2 DEVELOPMENT STANDARDS FOR SMALL LOT RESIDENTIAL SUBDIVISIONS - ALLEY LOADED

Item	*Zoning Districts*			*Additional Standards*
	RD 4.5	*RD 8*	*RD 12*	
Site Requirements				
Project Area, Minimum	15,000 SF	n/a	n/a	
Lot Area Min [1]	5,500 SF	2,500 SF	2,500 SF	
Density, Max.	4.5 du/acre	8 du/acre	12 du/acre	
Landscape Coverage Min	40%	35%	30%	Based on total project area
Building Coverage Max	60%	65%	65%	
Off-Street Parking and Loading	2 car garage plus one guest parking space per unit	Guest parking may be on or off-street (interior streets)		
Building Setbacks				
Front (Main Residence) [2]	15 feet	10 feet	10 feet	
Front (Open Porch)	8 feet	5 feet	5 feet	
Garage (Drive or Alley Access)	3 feet	3 feet	3 feet	
Garage (Side Yard)	5 feet	5 feet	5 feet	
Rear Yard	15 feet	10 feet	10 feet	
Interior Side Yard	5 feet	5 feet	5 feet	
Corner/Street Side Yard	10 feet	10 feet	10 feet	

TABLE 20.505-2 DEVELOPMENT STANDARDS FOR SMALL LOT RESIDENTIAL SUBDIVISIONS - ALLEY LOADED

Item	*Zoning Districts*			*Additional Standards*
	RD 4.5	*RD 8*	*RD 12*	
Corner/Street Side Yard (Open Porch)	5 feet	5 feet	10 feet	
Building Height	2 stories/35 feet	2 stories/35 feet	2 stories/35 feet	

[1] Minimum lot area requirements apply only to the creation of new lots.

[2] Setbacks, unit placement, and building massing shall be varied and enhanced architectural design shall be utilized to provide a high-quality streetscape. For projects consisting of 5 or more units, the front yard setback may be reduced up to 20 percent, provided the minimum required front yard setback is maintained on average for all units within the development.

TABLE 20.505-3 DEVELOPMENT STANDARDS FOR CLUSTER AND COURTYARD HOMES

Item	*Zoning Districts*			*Additional Standards*
	RD 4.5	*RD 8*	*RD 12*	
Site Requirements				
Project Area, Minimum		n/a	n/a	
Density, Max		8 du/acre	12 du/acre	
Building Coverage Max		70%	70%	
Off-Street Parking and Loading		2-car garage plus one guest parking space per unit		Guest parking may be on or off-street (interior streets)
Building Requirements				
Front Setback, main residence		6 feet	6 feet	Front yard setback from public or private street is measured from back of sidewalk on streets with curb adjacent landscape parkway.
Open Porch		5 feet	5 feet	
Garage, front access		18 feet	18 feet	
Garage, alley or drive access		3 feet	3 feet	

Side yard setback, interior		4 feet	4 feet
Side yard, corner/street		6 feet	6 feet
Garage (where present)		6 feet	6 feet
Building Separation			
Front façade to any other façade		8 feet	8 feet
Side façade to side or rear façade		8 feet	8 feet
Rear façade to rear façade		8 feet	8 feet
Building height		2 stories/35 feet	2 stories/35 feet

H. Open Space Requirements

1. Active open space containing recreation facilities shall be provided pursuant to Table 20.~~13~~505-4 (Minimum Requirements for Common Recreation Amenities). For the purpose of this provision, required recreation facilities shall be categorized as follows:

   a. ***Major Recreation Facilities:*** A major recreation facility is intended to be a significant recreation node or focal point for residents, and include recreation buildings, swimming or wading pools, splash pads, tennis or pickleball courts, childcare facilities, and other major amenities requiring significant investment and appropriate to serve project residents~~, as determined by the City~~. For projects consisting of ~~70 or fewer~~71-100 dwellings, two minor recreation facilities may be provided in place of one major recreation facility.

   b. ***Minor Recreation Facilities:*** A minor recreation facility is intended to augment the variety and availability of recreation facilities, and include tot lots, spas or saunas, picnic and barbeque areas, basketball courts, volleyball courts, yoga or dance studios, fitness rooms, community gardens and other similar amenities requiring significant investment and appropriate to serve project residents~~, as determined by the City~~..

2. For cluster and courtyard projects, a minimum of twenty percent of the net project area shall be dedicated to improved permanent open space, exclusive of driveways, parking areas, dwellings and non-recreation building areas.

3. A minimum of ~~300~~ 200 square feet of usable open space, with a minimum dimension of 10 feet shall be provided ~~on~~ for each unit, which may be private or common open space. If common open space is provided, the minimum private open space shall be 150 square feet on each lot.

TABLE 20.505-4 MINIMUM REQUIREMENTS FOR COMMON RECREATION AMENITIES

Type	Number of Dwelling Units							
	<10	10-70	71-100	101-150	151-200	201-250	251-300	>300
Major Facilities	0	~~1~~0	1	1	2	2	3	One per 100 DUs
Minor Facilities	1	~~0~~1	1	2	2	3	3	One per 50 DUs

Chapter 20.506 – STARTER HOME RESIDENTIAL DEVELOPMENT

Sections:

20.506.010 – Purpose
20.506.020 – Permits Required; Findings for Denial
20.506.030 – Qualifying Criteria and Prohibitions
20.506.040 – Use Regulations
20.506.050 – Development Standards for Starter Home Subdivisions
20.506.060 – Development Standards for Starter Home Housing Developments

20.506.010 – Purpose

The purpose of the Starter Home residential development regulations is to:

A. Implement the Starter Home Revitalization Act, including Government Code Section 66499.41, as amended.

B. Provide for unique, high-quality and affordable development by allowing for deviations from the base zoning standards to achieve variation lot size and in the design, orientation, and location of the unit on the lot.

C. Provide flexibility for infill development by permitting a variety of housing types, such as small lot detached homes, cluster homes, and courtyard homes.

20.506.020 – Permits Required

A. **Applications Required.** Applications for a ministerial zoning clearance and a parcel map or tentative map for a common interest or fee simple subdivision are required for a Starter Home residential development. An owner or qualified applicant may submit these concurrently. A complete application will be reviewed for conformance with this chapter and the applicable standards of this chapter, the Design Standards in Chapter 20.507 and the Government Code Section 66499.41 by the Director of Development Services.

B. **Application fee.** The owner shall pay an application fee in the amount established by City Council resolution.

C. **Ministerial Review.** The Director shall review each application ministerially through the zoning clearance procedure in Section 20.603.090 to determine if the development conforms to the standards of this chapter and, as applicable, of the Design Standards in Chapter 20.507. The Director will review the application without notice or public hearing and shall approve the application of the application

meets the applicable requirements of this chapter within the 60-day time limits established in Government Code Section 66499.41(c).

D. **Subdivision Map Act.** An application for a parcel map or tentative map must adhere to the requirements outlined in the Subdivision Map Act (Division 2 (commencing with Section 66410)) and in Chapter 19, except as otherwise expressly provided in this section.

E. **Inconsistencies.** If the proposed Starter Home subdivision or Starter Home housing development is inconsistent with applicable requirements mor with Government Code Section 66499.41, the Director shall provide the applicant notice describing the inconsistency(ies) as required by the Government Code.

F. **Decision and Conditions.** The Director shall render a decision in writing and shall state the reasons for approval or denial. Reasonable conditions of approval may be imposed to ensure compliance with objective standards and Government Code Section 66499.41. The decision of the Director shall be final. The City may deny an application only on grounds authorized by Government Code Seciton 66499.41.

G. **Prohibition of Urban Lot Splits.** A lot created under this chapter shall not be further subdivided pursuant to an urban lot split under Section 19.04.110 or Government Code Section 66411.7.

20.506.030 – Qualifying Criteria

A small lot residential subdivision and small lot housing development may be proposed in the RD 4.5, RD 8, RD 12, RD 14, and RD 20 zoning districts. In the RD 4.5 and RD 8 zoning districts, only vacant land that is substantially surrounded by urban uses may be subdivided into small lots under this division. This restriction does not apply in in the RD 12, RD 14, and RD 20 zoning districts.

A. **Specific Criteria.** A parcel map or tentative and final map for a Starter Home subdivision must meets all the following requirements:

1. The proposed subdivision will result in ten or fewer parcels and the housing development project on the lot proposed to be subdivided will contain ten or fewer residential units.

2. The site is no larger than 1.7 acres in the RD 4.5 and RD 8 zoning districts and five acres in the RD 12, RD 14, and RD 20 zoning districts and substantially surrounded by qualified urban uses. In RD 4.5 and RD 8 zoning districts the site must be vacant, meaning having no permanent structure, unless the permanent structure is abandoned and uninhabitable.

3. The lot was not an urban lot split created pursuant to Government Code Section 66411.7 and Section 19.04.110.

4. The newly created lots are no smaller than 1,200 square feet in the RD 4.5 and RD 8 zoning districts and 600 square feet in the RD 12, RD 14, and RD 20 zoning districts.

5. The housing units on the lot proposed to be subdivided will be one of the following:

   a. Constructed on fee simple ownership lots;

   b. Part of a common interest development;

   c. Part of a housing cooperative, as defined in Civil Code Section 817; or

   d. Owned by a community land trust meeting the requirements of Government Code Section 66499.41.

   e. Formation of a homeowners' association is not required.

6. The proposed development must meet one of the following:

   a. If the site is identified in the General Plan Housing Element for the current planning period, the development must result in at least as many units as projected for the parcel in the Housing Element. If the site is identified to accommodate low- or very-low income households, the development must result in at least as many low- or very-low income units as projected in the General Plan Housing Element. These units shall be subject to a recorded affordability restriction of at least 45 years if for-sale units and 55 years if rental units.

   b. If the site is not identified in the Housing Element for the current planning period, the development must result in at least as many units as the maximum allowable residential density for the site.

7. The average total area of floorspace for each of the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet.

8. The housing development project on the site proposed to be subdivided complies with Section 20.501.060 and all applicable standards in Chapter 20.507, Design Standards, that do not physically preclude a Starter Home development.

9. The housing development project on the site proposed to be subdivided would not require demolition or alteration of any of the following types of housing:

   a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-, very low-, or extremely low-income.

   b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

c. Housing occupied by tenants within the five years preceding the date of the application, including housing that has been demolished or that tenants have vacated prior to the submission of the application for a development permit.

d. A parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

10. The site being subdivided is not located on any of the following:

a. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

b. A hazardous waste site, as defined by Government Code Section 65913.4(a)(6)(H).

c. Within a special flood hazard area subject to inundation by the one percent annual chance flood (one hundred (100)- year flood) or a regulatory floodway as defined by the Government Code.

11. The parcels created pursuant to this chapter must be served by a public water system and a municipal sewer system.

12. If any existing dwelling unit is proposed to be demolished, the applicant will comply with the replacement housing provisions of Government Code Section 66300(d).

13. At least one residential structure must be developed on each resulting parcel that does not already contain an existing legally permitted residential structure or is reserved for internal circulation, open space, or common area.

14. If any existing housing is proposed to be demolished, the owner of the property proposed for the subdivision shall sign an affidavit, in the form approved by the Director, stating that none of the conditions listed above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past five years on a form approved by the Director. This affidavit requirement is ministerial and limited to the information necessary to verify statutory eligibility.

20.506.040 – Use Regulations

A small lot residential development may be developed with only those residential uses allowed in the zone applicable to the site.

20.506.050 – Development Standards for Starter Home Subdivisions

Starter Home residential subdivisions must conform to the applicable standards of the Chapter 20.507, Design Standards, the zone standards for development established in the 200 Series of this title and any applicable overlay district standards in the 300 Series, and the following additional standards. Allowable housing types include detached or attached single family residences, cluster housing, and courtyard housing.

A. **Minimum Lot Area.**

1. ***RD 4.5 and RD 8 Zoning Districts:*** 1,200 square feet.

2. ***RD 12, RD 14, and RD 20 Zoning Districts:*** 600 square feet.

B. **Lot Configuration.**

1. ***Access to Public Right-of-Way.*** All lots shall have vehicular access to the public right-of-way, either through direct lot frontage or an easement through the existing parcel with the minimum access width necessary to meet Fire and Building Code requirements.

2. ***Lot Frontage.*** Each lot shall have a minimum frontage of 30 feet, unless the frontage requirement precludes the development of a lot containing 1,200 square feet in the RD 4/5 and RD 8 zoning districts and 600 square foot in the RD 12, RD 14, and RD 20 zoning districts.

3. ***Lot Configuration.*** The side line of all lots shall be at right angles to the street which the lot faces, or approximately radial to the center of the curvature, if the street is curved. Side lines of lots shall be approximately radial to the center of the curvature of a cul-de-sac on which the lot

C. **Utilities.**

1. Each lot shall have utilities, including but not limited to electric, gas, water, and sewer. There may be separate or shared. The new parcel shall adhere to the standards outlined in the City's Public Works Standards.

2. Utility easements shall be recorded prior to final map recordation.

20.506.060 – Development Standards for Starter Home Housing Development

Starter Home housing development must conform to the applicable standards of Chapter 20.507, Design Standards, the zoning district standards for development established in the 200 Series and any applicable overlay district standards in the 300 Series, and the following additional standards.

A. **Setbacks.**

1. ***Minimum frontage setback***: 10 feet.

2. ***Side yard and rear yard setbacks:*** 4 feet from the original exterior lot lines. No interior setbacks are required, except as needed to comply with the California Building Code. Zero-side yard development for single family residences is allowed.

B. **Maximum Floor Area Ratio.**

1. ***RD 4.5 and RD 8 Zoning Districts:*** 1.0 for 3 to 7 units; 1.2 for 8-10 units.

2. ***RD 12, RD 14, and RD 20 Zoning Districts***: 1.25

C. **Height.** The applicable zoning district standards apply

D. **Landscaping and lot coverage.** The applicable zone standards apply.

E. **Parking.**

1. No more than one space per unit, which may be uncovered or not enclosed except where parking reductions are required by State law.

2. Tandem spaces are permitted.

F. **Waivers of standards.**

An applicant may request a waiver from the development standards provided in this division if the following criteria are met:

1. ***Application.*** The applicant requests an exception as a part of the application materials.

2. ***Approval Authority.*** The exception request shall be submitted to the Director for review. The Director shall determine if the exception meets the standards for approval.

3. ***Standards for Approval.*** An exception from a development standard shall be granted if the standard would have the effect of physically precluding: (1) development at least as many units as projected for the site in the General Plan Housing Element; or (2) if the site is not identified in the Housing Element for the current planning period, development of at least as many units as the maximum allowable residential density for the site, where the resulting lot sizes of at least 1,200 square feet in the RD 4.5 and RD 8 zoning districts and 600 square feet in the RD 12, RD 14, and RD 20 zoning districts. Waivers from zoning standards for accessory structures, such as decks and garages, shall be only for the minimum size structure required to serve each housing unit according to state law and Building Code standards. A waiver cannot be approved for an application that proposes new construction within four feet of the original exterior lot lines.

Chapter 20.507 – DESIGN STANDARDS

Sections:

20.507.010 – Purpose
20.507.020 – Applicability
20.507.030 – Design Standards that Apply to All Uses
20.507.040 – Single-Family Residential Design Standards
20.507.050 – Multiple-Family Residential Design Standards
20.507.060 – Mixed Use Design Standards
20.507.070 – Commercial Design Standards
20.507.080 – Office ~~and Industrial~~ Design Standards
20.507.090 – Industrial Design Standards

20.507.010 – Purpose

The purpose of these standards is to promote high quality development that will enhance the design character of Chino, enable streamlined project review for development in opportunity areas, and implements the General Plan. Objective design standards promote innovation, flexibility, and compatibility across all development types and provide an objective basis for project approval.~~.~~

20.507.020 – Applicability

A. These standards apply to all new and substantially renovated residential, commercial and industrial, and office uses throughout the city.

B. All development shall comply with the City of Chino Design Guidelines, established by City Council Resolution, in addition to the standards contained in this chapter unless compliance would physically preclude development of affordable housing or other qualifying development under Government Code 66499.41.

20.507.030 – Design Standards that Apply to All Uses

A. **Siting and Orientation**. Building entrances shall be oriented towards the street or to courtyards and plazas within a development.

B. **Building Massing**. Entries shall be visually and functionally distinct, pedestrian-oriented and visible from the adjacent street system. This may be achieved by recessing the entry, providing a covered porch or entry canopy, creating an arcade, by the use of bollards and accent materials, provision of seating areas, varying the roof plane and roof height, by providing ~~lush~~ landscaping in combination with ~~enhanced~~ hardscape materials, or by the addition of a compatible entry structure.

C. **Building Façade**. Long, flat building facades, exceeding 125 feet in length along streets, shall ~~be avoided to the extent possible~~provide visual interest with changes in materials, texture, and/or color, or offsets of recesses two to three feet in depth for one story at least every 50 feet of façade length.

The planes along an exterior wall elevation shall be staggered to create pockets of light and shadow, and to provide relief from monotonous, uninterrupted expanses of wall.

D. **Architectural Details.**

1. All windows within a building and across a façade shall be related in design, operating type, proportions and trim.

2. All building elevations adjacent to a street or highway or visible from parks, playing fields and public open space shall provide architectural detail and relief intended to break up building mass and roof lines, and provide ~~architectural~~ visual interest. Relief may be provided by building pop-outs or recesses, balconies and bay windows, dormers and gable roofs, roof overhangs and deep eaves, Juliet balconies, corner-wrapping windows, columns, entry doors and garage doors with glass windows, decorative cornice trim, and decorative tiles.

3. Simulated non-natural finishes (e.g. artificial stone using concrete form liners simulating naturalistic lines and shapes such as rubblestone) shall be of a high quality that successfully mimic the natural material.

4. Roof materials shall relate to the design and architectural style of the building.

E. **Lighting.**

1. The location of light fixtures should correspond to anticipated use. Lighting of pedestrian movement paths ~~should~~ shall illuminate changes in grade, path intersections, seating areas and any other uses along the movement path that, if left unlighted, would create an unsafe situation.

2. All lighting fixtures shall be shielded to confine light spread on-site.

3. All lighting fixtures shall be decorative in design, consistent with the architectural style of the building.

F. **Equipment and Systems.**

1. All building drainage gutters, down spouts, vents, etc., located on the exterior walls shall ~~be~~ installed with ~~architecturally~~ ~~compatible~~ materials, finishes and colors that are consistent with the exterior building design and color, or shall be completely concealed from view.

2. All mechanical equipment and appurtenances of any type (including, but not limited to, skylights, stack vents or fans), whether located on rooftops, ground level or anywhere on the building structure, shall be completely screened so as not to be visible from any public street and/or adjacent property. The parapet wall ~~should~~ shall serve as the primary method of screening, or the facilities shall be enclosed. Such enclosure of facilities shall be of compatible design in terms of materials, finishes and colors that are consistent with those on ~~related to~~the building structure for which such facilities are intended to serve.

3. Ladders for roof access shall be mounted on the inside of the building, or shall be completely concealed from view.

20.507.040 – Single-Family Residential Design ~~Standards~~

A. **Lot Access**.

1. Lots with no street frontage may be accessed from an alley as the primary means of access.

2. Each lot taking access from a primary or secondary arterial street as specified in the circulation element of the C~~c~~ity's G~~g~~eneral P~~p~~lan shall provide a circular driveway or other acceptable drive which will allow vehicles to enter traffic safely in a forward motion.

B. **Driveways**. Each lot shall be provided with a concrete (or equal material, subject to approval by the Director of ~~Community~~ Development Services) driveway between the street/alley and the garage/carport. The design and section of the driveway shall ~~be subject to review and approval by the city~~meet the City's objective design and engineering standards established in Chapter 20.511 (Parking and Loading).

1. Driveways accessed from streets shall be 20 feet or greater in length, measured from the back of sidewalk to the garage/carport opening.

2. Driveways accessed from alleys shall be 5 feet or less in length or 20 feet or greater in length, measured from the property line to the garage/carport opening.

C. **Entries.** At least ~~25~~30 percent of the homes shall include a covered entry or porch.

~~C.~~D. **Floor Plans and Elevations**. A variety of floor plans and building elevations with different color schemes shall be provided. All developments shall comply with Table 20.~~17~~507-1 (Schedule for Architectural Variation).

TABLE 20.507-1 SCHEDULE FOR ARCHITECTURAL VARIATION

No. of Dwelling Units Proposed	*Minimum No. of Differing Floor Plans Required*[1]	*Minimum No. of Elevations and Schemes for Each Floor Plan Required*
5-10	As required by the Planning Commission	
11 – 25	2	~~3~~2 + 2 color schemes per elevation
26 – 50	3	~~3~~2 + 2 color schemes per elevation
51 – ~~75~~100	3	~~4~~3 +3 color schemes per elevation
~~76 – 100~~	~~4~~	~~4~~
Over 100	~~4~~ 3 plus one additional floor plan with one~~4~~ elevation and one color scheme for each additional 25 units exceeding 100	

~~D.~~E. **Building Foundations**. All dwellings and accessory structures shall be affixed to a permanent, continuous perimeter foundation, consistent with the requirements of the city's building code.

~~E.~~F. ~~**Type V** **Electric** **Wiring**~~. All new single-family and duplex dwelling units shall have ~~Type V~~ wiring ~~or similar~~ that meets the California Electrical Code for a home data-transfer/network wiring system installed throughout the unit. Category 6 or 6A wiring is preferred~~; Category 5 wiring is not required.~~.

~~F.~~G. ~~**Neighborhood Context**~~**Roof Plans**. The main roof plan should accommodate laying out an efficient photo-voltaic panel system. Smaller roofed areas, such as dormers, sheds, and gabled or hipped entries shall reflect and be consistent with the architectural style of the home. ~~Roof forms and pitches shall be consistent with those that are found on surrounding homes.~~

~~G.~~H. **Massing and Scale.** Entries shall not be the tallest feature of the façade and shall not dominate the structure.

~~H.~~I. **Roof Materials.**

1. Roofing material used on new home construction shall be of clay or concrete tile with a Class A fire rating. Developments consisting of four or fewer homes may use a thirty-year laminated composition dimensional shingle with a Class A fire rating, provided the roofing material of homes within the immediate neighborhood are a material other than clay or concrete tile.
2. When replacing a roof, the roofing material that is to be replaced shall be of a material that is equal to, or better than the material to be removed~~, as determined by the Director of Community Development Services.~~. If the roofing material to be replaced is wood shake/shingle, a thirty-year laminated composition dimensional shingle with a Class A fire rating shall be used at a minimum. The Director of ~~Community~~ Development Services may grant exceptions from this provision if it can be shown that its application would require significant structural alteration to a roof's supporting members, thereby adding significantly to the cost of the replacement roof.
3. Roof material color shall be compatible with the ~~surrounding neighborhood~~the floor scheme of the home. ~~.~~

~~I.~~J. **Façade.**

1. Residential entries shall be located on the front façade and shall directly access the sidewalk or street.
2. Roof flashings, rain gutters and downspouts, vents and similar features shall be finished to coordinate with adjacent finish materials and/or colors.

20.507.050 – Multiple-Family Residential Design Standards

A. **Massing and Scale.**

1. The massing of apartment buildings larger than 4 units shall incorporate architectural features that help to individually distinguish them, such as wall breaks, projections~~, distinct color~~ cantilever massing of three feet of more, ~~schemes~~ and ~~individual~~ varied roof ~~treatments~~planes and roof heights.

2. Access points to units shall be clustered in groups of four or less. The use of distinctive architectural elements and materials to denote entrances is encouraged.

B. **Architectural Enhancements.** At least three of the following enhancements shall be included in the design of each multi-family building:

1. Combinations of horizontal and vertical siding or stucco with wood siding or stone and tile
2. Balconies and ground floor decks exceeding minimum area standards by 20 percent
3. Bay windows
4. Porches and entries exceeding 60 square feet.
5. Window shutters.
6. Dormers
7. Roof or garage overhangs of two feet or more
8. Varied garage entry placement
9. Recessed windows
10. Decorative ceramic tile or brick accent
11. Decorative cornice trim
12. Columns or railings on porches or decks.

~~B.~~C. **Open Space.**

1. Open space areas between buildings shall be scaled to the size of the buildings so that the height of exterior walls of buildings facing ~~does not overwhelm the~~ adjacent open space, exclusive of upper-story ~~s~~setbacks ~~tepbacks~~, is no greater than the perpendicular horizontal dimension of the open space.
2. A minimum of 40 percent of the net lot area shall be dedicated to improved permanent open space, exclusive of driveways, parking areas, dwellings and non-recreation building areas. Open space areas shall be provided as follows:
   a. 35 percent of the net lot area shall be devoted to common open space area, including recreation facilities and accessory structures and buildings. All projects shall provide a flat, open play field within the common area.
   b. Common open space shall not be less than 5 feet in width at its narrowest dimension.
   c. Up to 15 percent of the required common open space may be provided within a recreational facility on the roof of a multi-story building.
3. Each dwelling unit within a multiple unit residential development shall be provided a private open space area, free and clear of any attached or detached accessory structure as follows:
   a. Ground level units shall be provided a ~~200~~120-square foot private yard at grade level with a minimum interior dimension of 10 feet or a~~.~~ 100-square foot deck directly

~~accessible~~accessed from the unit with a minimum interior dimension of 8 feet may be substituted.

b. Upper level units shall be provided a ~~100~~60-square foot balcony with a minimum interior dimension of ~~8~~ 6 feet.

~~C.~~D. **Recreation Facilities Requirements.**

1. All multi-family residential developments shall provide accessible major and minor recreation facilities in accordance with Table 20.~~17~~507-2 (Minimum Recreation Facilities for Multi-Family Developments). For the purpose of this provisions, recreational amenities shall be categorized as follows:

TABLE 20.507-2 MINIMUM RECREATION FACILITIES FOR MULTI-FAMILY DEVELOPMENTS

Type	*4 or less*	*5-25*	*26-100*	*101-150*	*151-200*	*201-250*	*251-300*	*301+*
Major Facilities:	0	0	~~1~~0	1	2	2	3	One/100 DU's
Minor Facilities:	0	1	~~1~~2	2	2	3	3	One /50 DU's

a. A major recreation facility is intended to be a significant recreation node or focal point for residents and include recreation buildings, swimming pools, tennis or pickle ball courts, basketball courts,~~-~~ child care facilities and ~~other such~~similar amenities ~~requiring the significant investment and appropriate to serve project residents, as determined by the city~~.

b. A minor recreation facility is intended to augment the variety and availability of recreation facilities and include children's play areas, gym or fitness room, space for yoga, dance or other instruction, spas or saunas, picnic and barbecue areas, volleyball courts and ~~other such~~similar amenities. ~~requiring significant investment and appropriate to serve project residents as determined by the city.~~

~~D.~~E. **Minimum Dwelling Amenities.**

1. At a minimum, each unit shall be provided with the following amenities:

a. Wall to wall carpeting.

b. Curtains, drapes, mini-blinds or an equivalent covering for all windows and glass doors. This requirement may be waived by the planning commission when the dwelling unit is for sale and will be owner occupied.

c. Central heating and air conditioning.

d. Built-in dishwashers.

e. Fully enclosed, securable storage closet not less than 120 cubic feet in area and ~~accessible~~accessed from a patio or balcony of a dwelling unit. This requirement shall only

apply to units that do not include garages or carports with fully enclosed, securable storage closets not less than 120 cubic feet in area.

f. Clothes washer and dryer electrical gas hookups for standard side-by-side washer and dryer appliances, except that a bachelor/studio unit may provide facilities for stackable washer/dryer appliances.

~~E.~~F. **Architectural Style.**

1. At least two different architectural styles are required for individual neighborhoods and projects with more than 100 units; three are preferred.

2. If a unified theme is proposed for a "village" community or neighborhood, then a single architectural style may be proposed with one color scheme per 100 units.

~~1.~~3. ~~A variety of~~At least two different exterior ~~-~~materials and three colors shall be used within an architectural theme ~~that emphasizes a differentiation~~to differentiate between the various components of the building.

~~2.~~4. Windows shall be used as architectural elements that add relief to the façade and wall surface. Window trim is required is required for the top, bottom, and sides of windows; the window itself may be recessed.

~~F.~~G. **Roof Material.**

1. Roofing material used on new home construction shall be of clay or concrete tile with a Class A fire rating. Developments consisting of four or fewer homes may use a thirty-year laminated composition dimensional shingle with a Class A fire rating, provided the roofing material of homes within the immediate neighborhood are a material other than clay or concrete tile.

2. When replacing a roof, the roofing material that is to be replaced shall be of a material that is equal to, or better than the material to be removed, as determined by the Director of ~~Community~~ Development Services. If the roofing material to be replaced is wood shake/shingle, a 30-year laminated composition dimensional shingle with a Class A fire rating shall be used at a minimum. The Director of ~~Community~~ Development Services may grant exceptions from this provision if it can be shown that its application would require significant structural alteration to a roof's supporting members, thereby adding significantly to the cost of the replacement roof.

3. Roof material color shall be compatible with the surrounding neighborhood.

~~G.~~H. **Off-Street Parking Accessibility.** Off-street parking spaces shall ~~be located within 150 feet from the dwelling unit (front or rear door) for which the parking space is provided~~provide pedestrian access as required by Chapter 20.511 (Parking and Loading).

~~H.~~I. **Driveway Approaches.** Driveway approaches serving developments of five or more units shall be delineated with enhanced paving treatment, such as interlocking pavers, textured and color pigmented concrete, or stamped concrete.

~~I.~~J. ~~**Paved Access.** All parts of all structures shall be located within 150 feet of paved vehicular access~~.

~~J.~~K. **Exterior Building Color.** The exterior building color shall be ~~reviewed and approved by the Ddirector of Community Development Services prior to application. Colors shall be color coordinated between structures utilizing compatible hues and intensities~~consistent with the architectural style proposed. ~~. Final review and approval of paint colors utilizing a color test shall take place prior to painting a building.~~

~~K.~~L. **Security Plan.** Prior to the issuance of building permits, the developer or owner shall provide a detailed security plan outlining private and common security measures to be~~eb~~ reviewed by the Police Department. The analysis shall include assessment of defensible space, visual line-of-sight limitations, screening effects of buildings, fencing and landscaping, exterior illumination and building and unit address visibility. Access ways with security gates shall be provided with a Knox Box or Knox lock assembly to allow entry of emergency equipment and personnel.

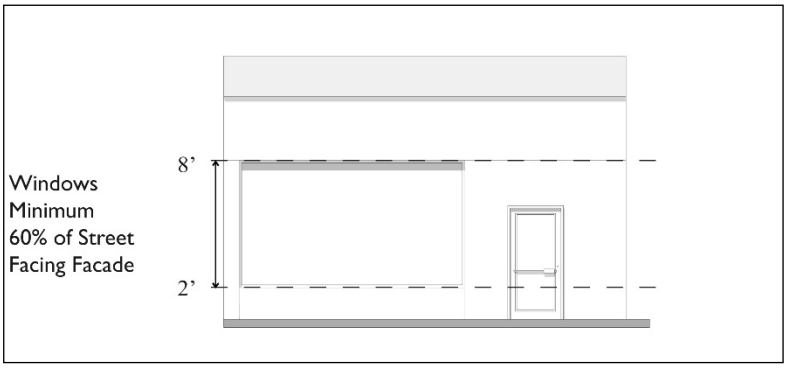
~~L.~~M. **Façade.** Facades shall be designed so as to include entries, porches, roof and garage overhangs, cantilevered floor space, and other architectural elements that ~~relate to the human scale~~are consistent with the architectural style of the building.

20.507.060 – Mixed Use Design Standards

A. **Transparency.**

1. A minimum of 60 percent of the street-facing building façade between 2 feet and 8 feet in height shall be comprised of clear windows that allow views of indoor space or product display areas, as shown in Figure 20.507-1 (Required Storefront Transparency).

FIGURE 20.507-1 REQUIRED STOREFRONT TRANSPARENCY



2. The bottom of any window or product display window used to satisfy the transparency standard of section (1) above may not be more than 3 feet above the adjacent sidewalk.

3. Product display windows used to satisfy these requirements shall have a minimum height of 4 feet and be internally lighted.

B. **Entrances.** Buildings shall have a primary entrance door facing a public sidewalk with an accessible route. Entrances at building corners adjacent to a public sidewalk may be used to satisfy this requirement.

20.507.070 – Commercial Design Standards

A. **Applicability.** The commercial design standards shall only apply in the CN, and CG ~~and CO~~ districts.

B. **Siting and Orientation.**

1. Structures shall be clustered, creating plazas or pedestrian malls, and preventing long linear expanses of building or long "barracks-like" rows of structures.

2. Structures and on-site circulation systems shall be located to ~~minimize~~ separate pedestrian and ~~/~~vehicle ~~conflicts~~circulation. Structures shall be linked to the public sidewalk with walkways, where possible.

3. Single, freestanding commercial structures shall be oriented with the major entry toward the street where primary site access is provided.

4. Loading facilities shall be located ~~at the rear of the site~~on the interior side or rear of buildings, screened from view of the public street by the structure it serves or by a fence of wall.

C. **Pedestrian Orientation.**

1. Commercial ~~mixed-use~~mixed use areas shall ~~emphasize pedestrian orientation by creating~~create attractive pedestrian spaces which utilize such features as plazas, interior walkways and paseos, ornamental gates, trellises, lighting, plant materials, seating, fountains, etc.

2. ~~Attractive well-marked~~ Ppedestrian ~~links~~ routes shall be provided between parking areas and buildings. These connections shall be designed as safe, clearly marked and ~~attractive~~ well-lit pedestrian walkways across parking spaces and landscaped areas.

3. All commercial buildings shall be publicly accessible via a path or walkway from a public sidewalk.

4. Parking area design shall include provisions for pedestrian access from parking areas to building entrances.

D. **Building Massing.**

~~1. Variety in building forms (2 feet of every 40 feet for one story)hall be used to create visual character and interest.~~

~~2.~~1. Buildings shall be architecturally subdivided into horizontal increments at both the ground floor and upper stories.

~~3.~~2. ~~Avoid long,~~ Fflat building facades over 100 feet in length are not allowed along streets without recesses, offsets or other architectural relief. The staggering of planes along an exterior wall elevation shall be employed ~~in a sensitive manner~~ to create pockets of light and shadow, and to provide relief from monotonous, uninterrupted expanses of wall.

E. **Building Façade.**

1. Buildings shall have a clearly defined base and roof edge so that the façade has a distinct base, middle and top at a scale that relates to an individual person.
2. Where multiple tenant spaces are incorporated into a building, individual tenant spaces shall be located within the building bays. This can be achieved by any of the following:
   a. Placing a column, pier or pilaster between façade elements.
   b. Applying a vertical slot or recess between façade elements.
   c. Providing variation in plane along the building wall.
   d. Varying the building wall by recessing the storefront entrance or creating a niche for landscaping or for a pedestrian area.
3. All façades shall emphasize three-dimensional detailing such as cornices, window moldings, textures and reveals to cast shadows and create visual interest on the façade.

F. **Roofs.**

1. Variations in building rooflines, roof planes, and roof form shall be provided to reduce the massive scale of the building and add visual interest.
2. The form, color and texture of the roof shall be an integral component of the building design and consistent with the architectural style of the building.

G. **Architectural Details.**

1. Monotony among colors throughout the project site shall be avoided by use of at least three different colors or hues for walls, windows and doors, cornices and trim
2. Entries into buildings shall portray ~~a quality~~an appearance consistent with the architectural styles of the building and shall not appear as an added-on or unrelated element. Customer entrances shall be clearly defined and highly visible.

H. **Lighting.**

1. Lighting shall ~~be used to~~ provide illumination for the security and safety of on-site areas, such as parking and loading areas, pathways and working areas.
2. Exterior lighting shall be designed as an integral part of the building and landscape design.
3. All lighting fixtures shall be shielded to confine light spread on-site.

20.507.080 – Office ~~and Industrial~~ Design Standards

A. **Siting and Orientation.**

1. Where office~~industrial~~ uses are adjacent to ~~non-industrial~~residential uses, ~~appropriate buffering techniques (such as increased setbacks, screening and dense landscaping) shall be provided to mitigate any negative effects of industrial operations.~~the screening and buffering standards of

Section 20.501.070 (Screening and Landscape Buffers on Common Lot Lines for Certain Uses) apply.

2. Loading docks, truck doors and service areas shall not be located between the primary building and the street where the building entrance faces.

3. Loading docks, truck doors and service areas shall be screened from public view from the adjacent street.

4. Loading areas shall be located so that trucks that are being loaded or unloaded do not disrupt the flow of traffic within the ~~project area~~site.

~~5. Loading docks and/or truck doors shall be located within the interior side and rear yard area with two exceptions, which the Planning Commission may approve through the issuance of a Special Conditional Use Permit:~~

~~a. Loading docks/truck doors may face a local or collector street for buildings designed for rail service, provided that the loading docks/truck doors are set back a minimum of 150 feet from the street property line and are completely screened from view from the street by a decorative wall.~~

~~b. Loading docks/truck doors on non-rail served properties may face a street in the M2 zoning district provided that they are set back a minimum of 150 feet from the street property line and are completely screened from view from the street by a decorative wall. However, they shall not be permitted to face the following streets: Central, Edison, Eucalyptus, Euclid, Kimball, Ramona, and Schaefer Avenues, El Prado Road, or Chino Hills Parkway.~~

B. **Lighting.** All lighting fixtures must be shielded to confine light spread on-site.

C. **Building Massing and Amenities.**

1. Buildings shall be designed with at least three of the following elements~~ that relate to the human scale and incorporate the following components:~~

a. Outdoor patios~~ for passive or active recreation~~.

b. Awnings or overhangs at the front entry.

c. Changes in building massing (e.g. change in wall planes or varying height).

d. Changes in building materials and colors.

e. ~~Unbroken F~~facades in excess of 125 feet, with~~out~~ changes in wall planes~~, shall be avoided by~~ providing a minimum offset of 3 feet for one story.

~~f. Changes in the façade plane shall be employed to add shade and shadow patterns that will render the façade more interesting and aesthetically pleasing.~~

~~g.~~f. ~~For industrial developments, outdoor employee break areas which include permanent seating and tables, enhanced paving, decorative trash receptacles, hose bibs, and shade structures and/or shade trees, to the satisfaction of the Director of Development Services~~.

D. **Building Façade.**

1. Variety in building and roof forms with at least three changes in architectural elements that~~shall be used to~~ create visual character and interest.

2. All building elevations adjacent to a street or highway shall provide transparency at the ground level with views into the interior for at least 40 percent of the façade between two feet and eight feet above the sidewalk and architectural detail and relief ~~intended~~ designed to break up building mass and roof lines and provide architectural interest.

20.507.090 – Industrial Design Standards

The following standards apply to all industrial development. Warehouses and logistics use development also are subject to Section 20.514.590 (Warehouses and Logistical Uses), and the standards in that section shall govern in case of conflicts with the standards below.

A. **Siting and Orientation.**

1. Where industrial uses are adjacent to non-industrial uses, the screening and buffering standards of Section 20.501.070 (Screening and Landscape Buffers on Common Lot Lines for Certain Uses).

2. Loading docks, truck doors and service areas shall not be located between the primary building and the street where the building entrance faces.

3. Loading docks, truck doors and service areas shall be screened from public view.

4. Loading areas shall be located so that trucks that are being loaded or unloaded do not disrupt the flow of traffic within the site.

5. Loading docks and/or truck doors shall be located within the interior side and rear yard area with two exceptions:

   a. Loading docks/truck doors may face a local or collector street for buildings designed for rail service, provided that the loading docks/truck doors are set back a minimum of 50 feet from the street property line and are completely screened from view from the street by a decorative wall.

   b. Loading docks/truck doors on non-rail served properties may face a street in the M2 zoning district provided that they are set back a minimum of 50 feet from the street property line and are completely screened from view from the street by a decorative wall. However, they shall not be permitted to face the following streets: Central, Edison, Eucalyptus, Euclid, Kimball, Ramona, and Schaefer Avenues, El Prado Road, or Chino Hills Parkway.

B. **Lighting.** All lighting fixtures must be shielded to confine light spread on-site.

C. **Building Massing and Amenities.**

1. Buildings shall be designed with at least four of the following elements:

a. Outdoor patios.

b. Awnings or overhangs at the front entry.

c. Changes in building massing (e.g. change in wall planes or varying height).

d. Changes in building materials and colors.

e. ~~Changes in the façade plane that provide offsets or recesses every 50 feet for one story~~Unbroken facades in excess of 125 feet, without changes in wall planes, shall be avoided by providing a minimum offset of 3 feet for the height of the building.

f. Outdoor employee break areas which include permanent seating and tables, enhanced paving, decorative trash receptacles, hose bibs, and shade structures and/or shade trees.

D. **Building Façade.**

1. All building elevations adjacent to a street or highway shall provide architectural detail and relief intended to break up building mass and roof lines and provide architectural interest.

Chapter 20.508 – LANDSCAPING

Sections:

20.508.010 – Purpose
20.508.020 – Applicability
20.508.030 – Landscape Documentation Package
20.508.040 – Landscape Design Standards
20.508.050 – Parking Lot Landscape Standards
20.508.060 – Public Education
20.508.070 – Prescriptive Compliance Option

20.508.010 – Purpose

This Chapter implements the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO) as adopted by the California Water Commission. In the event of any conflict between this chapter and objective standards in the latest version of the MWELO, the provisions of the State adopted ordinance shall apply. The landscaping provisions contained in this chapter are provided to:

A. Enhance the aesthetic appearance of development in all areas of the City by providing standards relating to the quality, quantity, and functional aspects of landscaping and the efficient use of water;

B. Help mitigate land use compatibility conflicts between different land uses;

C. Preserve natural vegetation and incorporate native plants, plant communities, and ecosystems into landscape design;

D. Protect the environment by increasing on-site infiltration, controlling soil erosion, and reducing runoff;

E. Protect wildlife habitat and foster biodiversity;

F. Reduce heat and glare generated by development and promote planting climate-appropriate shade trees in urban areas;~~.~~;

G. Promote public health, safety and welfare by minimizing the impacts of all forms of physical and visual pollution, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic safety;

H. Promote the conservation of potable and recycled water by encouraging the preservation of existing plant communities, encouraging the planting of natural or uncultivated areas, and encouraging the appropriate design, installation, maintenance, and management of landscape areas so that water demand can be decreased, runoff can be minimized, and flooding can be reduced with-out a decline in the quality or quantity of landscape areas;

I. Retain the land's natural hydrological role within the Santa Ana Watershed and promote the infiltration of surface water into the groundwater in the Chino Basin by reducing compaction, and incorporating organic matter that increases water retention;

J. Promote productive plant growth that leads to more carbon storage, oxygen production, and shade;

K. Conserve water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment and using water-efficient irrigation systems;

L. Acknowledge that landscape water use accounts for more than 60% of all domestic water use in the Chino Basin;

M. Promote and encourage the inclusion of low water use plants in landscape design plans;

N. Minimize the use of cool season turf;

O. Maximize the use of recycled water and other water conserving technology for appropriate applications;

P. Promote public education about water conservation and efficient water management;

Q. Reduce or eliminate water waste; and

R. Be at least as effective in conserving water as the model ordinance adopted pursuant to Government Code Section 65595.

20.508.020 – Applicability

A. The provisions of this chapter shall apply to all landscape projects that meet the following requirements:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review.

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review.

3. Rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less which require a building or landscape permit, plan check or design review may comply with the performance requirements of this ~~ordinance ordinance~~ chapter by either completing the landscape document package or conform to the prescriptive measures contained in Section 20.~~19.19~~508.070 (Prescriptive Compliance Option).

4. For projects using treated or untreated graywater or rainwater captured onsite, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Section 20.~~19 19~~508~~506~~.070.

B. All landscape areas that were approved pursuant to the requirements of subdivision A and were installed after December 1, 2015 are subject to programs/audits by the City to ensure the applied water does not exceed the approved Maximum Applied Water Allowance (MAWA).

1. Existing residential properties not subject to the requirements of subdivision A shall comply with minimum landscape requirements and the minimum on-site landscape planting requirements in Section 20.~~19~~ 19508.040.B.~~7.~~

C. All rehabilitated landscape areas that are one acre or more and were installed before December 1, 2015 are limited to preparing the Water Efficient Landscape Worksheet for Existing Landscape Areas in Section 20.~~19~~508.~~19~~.030.C.

D. The use of artificial turf is permitted within the City of Chino. Any installation of artificial turf shall comply with Section 20.~~19~~ 19508.040.B.

E. The provisions of Section 20.~~19~~ 19508..060 shall apply to all new or rehabilitated development projects.

F. The provisions of this chapter shall not apply to:

1. Registered local, state, or federal historical sites;

2. Ecological restoration projects that do not require a permanent irrigation system; and

3. Botanical gardens and arboretums open to the public.

20.508.030 – Landscape Documentation Package

Prior to the installation of landscaping and irrigation systems as required by this chapter, a landscape documentation package shall be submitted to the Director of ~~Community~~ Development Services for review and approval. The documentation package shall be prepared by, and bear the seal of, a landscape architect registered with the State of California, and shall include the following elements:

A. **Water Conservation Concept Statement.** A Water Conservation Concept Statement shall be provided on the cover sheet of each landscape documentation package, which serves as a checklist to verify that all required elements of the landscape documentation package have been provided and that it includes a narrative summary of the project. The water conservation concept statement is available at the ~~Community~~ Development Services Department.

B. **Water Efficient Landscape Worksheet.** A project applicant shall complete the Water Efficient Landscape Worksheet, which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas (SLA). The ETAF for SLA shall not exceed 1.0. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance (MAWA) is calculated based on the maximum ETAF allowed and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

In calculating the MAWA, a project applicant shall use the following reference evapotranspiration (ETo)~~;~~

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6

Source: State of California Model Water Efficiency Ordinance *(Historical data extrapolated from 12-month normal year ETo Maps and U.C. publication 21426)*

1. ETWU calculations shall use the following requirements:
    a. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0.0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use. The ranges shall be used to adjust for micro-climate conditions.
    b. All water features shall be included in the high-water use hydro zone and temporarily irrigated areas shall be included in the low water use hydrozone.
    c. All Special Landscape Areas shall be identified and their water use calculated as shown in the Water Efficient Landscape Worksheet.
2. The ETWU shall be calculated for each parcel/lot separately and for the project as a whole.
3. ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

C. **Existing Landscape Areas.** Per Section 20.~~19~~19508~~19~~.020.C., all existing landscape areas of one acre or more and installed before December 1, 2015 are limited to preparing the Water Efficient Landscape Worksheet for Existing Landscape Areas, unless existing landscaping is rehabilitated as described in Section 20.~~19~~ 19508.020.A.2. The MAWA for existing landscape areas shall be calculated as: MAWA = (ETo)(0.62)(0.8)(LA). Existing special landscape areas shall be allotted additional water, as appropriate, for the needs of the landscape area.

D. **Landscape Design Plan.** The landscape design plan shall be fully dimensioned and detailed, and shall include the following materials and information:

1. A scaled site plan indicating site perimeter, the geographic features surrounding the site, north arrow, topography, vegetation, hydrozones, regular landscape areas, special landscape areas, and other site features such as approximate slope percentage, solar exposure, and orientation.
2. Location of all buildings, parking areas, lighting fixtures, traffic signal poles, driveway and intersection limited use areas, and any other improvements on the project site.
3. Location and description of all plant material to be installed or preserved (including street trees), light standards, parkway treatments, fences and walls, and curbing and hardscape treatments

(including type and finish), and the plant factor for each hydrozone as very low, low, moderate, high, or mixed water use.~~.~~

4. Identification of mulch and soil amendments, including application depth, and verification that no combustible mulch will be used where prohibited the Chino Valley Independent Fire District Ordinance 2022-01, as amended..

~~4.~~5. A full plant legend calling out all plant types by botanic and common name, number and size of plants, and planting distances. All exotic species shall be identified. Verification shall be provided that none of the species listed by the California Invasive Plant Council as invasive in the area are included in the planting plan and that no combustible vegetation will be planted that is prohibited by the Chino Valley Independent Fire District Ordinance 2022-01, as amended.

~~5.~~6. Location and type of all passive and active recreation equipment and amenities, including outdoor equipment provided for employee welfare (such as benches, tables, etc.).

~~6.~~7. Location of all ground mounted equipment, including transformers, fire equipment, utility boxes, etc.

~~7.~~8. Tree staking, plant installation, soil preparation details, and other applicable planting and installation details.

~~8.~~9. Calculation of the total landscape area to determine water use and a breakdown of turf grass and plant material by hydrozone.

~~9.~~10. Location of any applicable rain harvesting or catchment technologies ~~as discussed in 20.19.040~~.

~~10.~~11. Location of any applicable graywater discharge piping, system components, and area of distribution.

~~11.~~12. Any other such information that may be required by the Director of ~~Community~~ Development Services that is reasonable and necessary to determine that the landscape design plan meets the requirements of this chapter.

~~12.~~13. A statement, signed by the landscape designer of record, that "I have complied with the criteria of the MWELO and applied them for the efficient use of water in the landscape design plan."

E. **Irrigation Design Plan.** This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. The irrigation design plan shall be separate from, but use the same format and scale as the landscape design plan, and shall include the following information:

1. The location and size of separate water meter(s) used for landscape irrigation purposes. Dedicated water service meters for landscaping (dedicated irrigation meters) only shall be installed for all non-residential irrigated landscapes of 1,000 square feet. but not more than 5,000 square feet. (the level at which California Water Code Section 535 applies) and residential landscapes of 5,000 square feet. or greater. A landscape water meter may either be:

   a. A customer service meter dedicated to landscape; or

   b. A privately-owned meter or sub meter.

c. A hydrometer that is a master valve, flow sensor and mechanical meter in one.

2. The location, type, and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, recycled and graywater water systems, moisture sensing devices, rain cut-off switches, quick couplers, dynamic pressure regulating devices to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range and backflow prevention devices.

3. Hydrozones identified by number, letter, or other designator used on the landscape design plan and the hydrozone irrigated by each valve.

~~3.~~4. The static water pressure at the point of connection to the public water supply.

~~4.~~5. The flow rate in gallons per minute (GPM), application rate in inches per hour (IPH), and design operating pressure in pounds per square inch (PSI) for each station.

~~5.~~6. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all non-residential developments and residential landscapes 5,000 square feet or larger.

~~6.~~7. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

~~7.~~8. Proposed recycled water irrigation systems.

a. The installation of recycled water irrigation systems shall be required to allow for the current and future use of recycled water to adjacent landscape areas.

b. Irrigation systems shall make use of recycled water unless it is not available. In areas where recycled water is not currently available, but may be available in the foreseeable future, irrigation systems shall be designed to allow for the conversion from potable to recycled water.

c. The recycled water irrigation systems shall be designed and operated in accordance with City and State codes.

d. Landscape areas using recycled water are considered Special Landscape areas. The ET adjustment Factor for new and existing (no-rehabilitated) Special Landscape Areas shall not exceed 1.0.

~~8.~~9. An irrigation schedule that identifies the runtime (in minutes per cycle), suggested number of cycles per day, and suggested number of days per week.

~~9.~~10. The amount of applied water (in 100 cubic feet) recommended on a monthly and annual basis.

~~10.~~11. A regular maintenance schedule for checking, adjusting, and repairing irrigation equipment and resetting automatic controllers.

~~11.~~12. An automatic irrigation system with a smart irrigation controller, utilizing either real time evapotranspiration or soil moisture sensor data, stand alone or in conjunction with historical

date and non-volatile memory shall be provided for all landscape areas for irrigation scheduling in all irrigation.

~~12.~~13. Landscape irrigation systems shall be designed so that, to the greatest extent practical, overspray is eliminated. This can be accomplished through the use of low-trajectory spray nozzles to reduce the effect of wind velocity on the spray system and by placing sprinkler heads to reduce direct overspray onto non-pervious areas.

~~13.~~14. For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be .075 for overhead irrigation systems and 0.81 for drip irrigation systems.

~~14.~~15. Sprinkler heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.

~~15.~~16. All irrigation systems shall be designed to prevent runoff, over-spray, low head drainage, and other similar conditions. Soil types and infiltration rates shall be considered when designing irrigation systems. Irrigation systems shall be designed, constructed, managed, and maintained to achieve as high an overall efficiency as possible.

~~16.~~17. Areas less than 10 feet in width in any direction, shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

~~17.~~18. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surfaces. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. ~~.~~ Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

a. The landscape area is adjacent to permeable surfacing and no overspray and runoff occurs;

b. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscape areas; or

c. The irrigation designer specifies an alternative design or technology that will prevent overspray and runoff.

~~18.~~19. Non-turf areas on slopes greater than 25 percent shall be irrigated with drip irrigation or other low volume irrigation technology.

~~19.~~20. Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, and Chapter 16) and any applicable ordinance standards. See Section ~~20.10.020 (A)(4).~~

~~20.~~21. All irrigation systems shall include:

a. A smart irrigation controller or other equivalent technology which automatically adjusts the frequency and duration of irrigation events in response to changing weather conditions. The planting areas shall be grouped and irrigated in relation to hydro zones based on similarity of water requirements (i.e. turf separate from shrub and groundcover,

full sun exposure areas separate from shade areas, and top of slope separate from toe of slope);

b. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut off features;

c. Anti-drain check valves shall be installed on all sprinkler heads and drip emitters where low point drainage could occur;

d. A pressure regulator when the static water pressure exceeds the maximum recommended operating pressure of the irrigation system;

e. A manual shutoff valve(s) to prevent water loss resulting from a leak in the irrigation system;

f. Backflow prevention devices; and

g. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard", all sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

~~21.~~22. A statement, signed by the landscape designer of record, that "I have complied with the criteria of the MWELO and applied them for the efficient use of water in the irrigation design plan."

F. **Grading Plan.**

1. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A grading plan or subdivision improvement plan for subdivision grading prepared by a California-licensed civil engineer for other City permits or approvals satisfies this requirement with the accompanying statement of paragraph (2) below.

   a. The project applicant shall submit a grading plan that indicates finished configurations and elevations of the landscape area, including:

      i. Height of graded slopes;

      ii. Drainage patterns;

      iii. Pad elevations;

      iv. Finish grade; and

      v. Storm water retention improvements, if applicable.

   b. To prevent excessive erosion and runoff, it is highly recommended that project applicants:

i. Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;

ii. Avoid disruption of natural drainage patterns and undisturbed soil; and

iii. Avoid soil compaction in landscape areas.

2. The grading plan or improvement plan must include a statement, signed by the civil engineer of record, that "I have complied with the criteria of the MWELO and applied them for the efficient use of water in the grading design plan."

G. **Soil Management Plan/Report.** In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

1. Submit soil samples to a laboratory for analysis and recommendations.

a. Soil sampling shall be conducted in accordance with the laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

b. The soil analysis shall include:

i. Soil texture;

ii. Infiltration rate determined by laboratory test or soil texture infiltration rate table;

iii. pH;

iv. Total soluble salts;

v. Sodium;

vi. Percent organic matter;

vii. Recommendations.

c. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 sample per acre of landscape area at random locations.

2. The project applicant, or his/her designee, shall comply with one of the following:

a. If significant mass grading is not planned, the soil analysis reports shall be submitted as a part of the Landscape Documentation Package.

b. If significant mass grading is planned, the soil analysis report shall be submitted as part of the Certificate of Completion.

3. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plan.

4. The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations with a Certificate of Completion.

H. **Irrigation Schedules.**

1. An irrigation program with monthly irrigation schedules regulated by automatic irrigation controllers shall be required for the plant establishment period, for the established landscape, and for any temporarily irrigated areas. All irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health and prevent water waste.

2. The irrigation schedule shall include:

   a. Irrigation interval (days between irrigation);

   b. Runtime (in minutes per cycle), suggested number of cycles per day, and frequency of irrigation for each station;

   c. The amount of applied water (in 100 cubic feet) recommended on a monthly and annual basis within limits set to avoid runoff and prevent water waste;

   d. Amount of applied water scheduled to be applied on a monthly basis;

   e. Application rate setting;

   f. Root depth setting;

   g. Plant type setting;

   h. Soil type;

   i. Slope factor setting;

   j. Shade factor setting; and

   k. Irrigation uniformity or efficiency setting.

3. The total amount of water for the project shall include water designated in the estimated total water use calculation, plus water needed for any water features (considered as a high water using hydro zone).

4. Automated irrigation of landscape areas shall be scheduled between the hours of 8:00 p.m. and ~~66~~10:00 a.m. to avoid irrigating during times of high wind, high temperature, and high-water usage. Automated irrigation outside of the 8:00 p.m. to ~~66~~10:00 a.m. period is allowed for irrigation audits and irrigation system maintenance.

5. Irrigation scheduling shall use automatic irrigation systems and evapotranspiration data such as those from the California Irrigation Management Information System (CIMIS) weather stations or soil moisture monitoring systems to apply the appropriate levels of water for different climates.

6. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current ETo, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to the MAWA. Actual irrigation schedules should be based on current time ETo data (e.g. CIMIS or soil moisture sensor).

I. **Maintenance Schedule.**

1. Landscape irrigation shall be maintained to ensure water efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion and include, but not be limited to checking, adjusting, and repairing irrigation equipment; resetting automatic controllers; aerating and dethatching turf areas; top dressing with compost, replenishing mulch; fertilizing; and pruning and weeding.
2. Repair of irrigation equipment shall be done with the originally specified materials or their equivalents with components of greater efficiency.
3. A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

J. **Certificate of Completion and Required Irrigation Audit.**

1. Upon completion of the installation of landscaping and irrigation systems, a certified landscape irrigation auditor shall conduct an irrigation audit.
2. A licensed landscape architect or contractor, or other licensed or certified professional in a related field, shall conduct a final field inspection and shall prepare a certificate of completion, which shall be filed with the Director of ~~Community~~ Development Services. The certificate of completion shall specifically indicate that plants were installed as specified by the landscape design plan, that the irrigation system was installed as specified by the irrigation design plan, and that an irrigation audit has been performed.
    a. All landscape and irrigation audits shall be conducted by a certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
    b. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 sample per acre of landscape area at random locations.
    c. For new construction and rehabilitated projects installed after December 1, 2015 as described in Section 20.~~19~~508.020, the project applicant shall submit an irrigation audit report with the Certificate of Completion to the City that may include, but not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming.
3. The Certificate of Completion shall include the following:
    a. Date;
    b. Project name;
    c. Project applicant name, telephone, and mailing address;
    d. Project address and location;

e. Property owner name, telephone, and mailing address;

f. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

i. Where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification.

ii. A diagram of the irrigation plan showing hydro zones shall be kept with the irrigation controller for subsequent management purposes.

g. Landscape and irrigation maintenance schedule;

h. Irrigation Audit Report; and

i. Soil analysis report and documentation verifying implementation of soil report recommendations.

K. **Reporting.** The Director of Development Services shall submit annual reports on implementation and enforcement of this chapter to the California Department of Water Resources with all of the information required by the MWELO. These reports shall state the number and types of completed landscape projects, the total landscape area subject to this chapter, the number of new residential units, non-residential landscape projects, and rehabilitated landscapes for the reporting period, summarize enforcement measures, and describe educational and outreach efforts undertaken to implement the MWELO. The report shall document how the City's regulations are as efficient as those in the MWELO.

20.508.040 – Landscape Design Standards

A. **Storm Water Management and Rainwater Retention.**

1. The applicant shall incorporate 24-hour retention or infiltration capacity of storm water management practices into the project design that minimize runoff, increase on-site rainwater retention and infiltration, and improve water quality as necessary to comply with applicable storm water regulations.

2. The applicant is encouraged to incorporate storm water management practices into the project design that minimize runoff, increase on-site infiltration, and improve water quality if not specifically required by storm water regulations.

3. All planted landscape areas are required to have friable soil to maximize water retention and infiltration as noted in Section 20.~~19~~508.040.B.~~3.~~

B. **Minimum On-Site Planting Requirements.**

1. General Requirements.

a. Trees shall not be placed where they interfere with site drainage or require frequent pruning in order to avoid interference with overhead utilities.

b. Trees should be grouped together to simulate natural tree stands. A design that places trees in a linear or symmetric pattern is not encouraged, with the exception of street trees.

c. When more than 10 trees are to be planted to meet the requirements of this chapter, a mix of tree sizes shall be provided as specified by Table 20.~~19~~5087-1 (Minimum Tree Size Mix).

TABLE 20.508-1 MINIMUM TREE SIZE MIX

Minimum Percent Mix of Required Trees	*Size*
10%	36-inch box or larger
40%	24-inch box
50%	15-gallon

d. When more than 10 trees are to be planted to meet the requirements of this chapter, a mix of tree species shall be provided as specified by Table 20.~~19~~5086-2 (Minimum Tree Species Mix).

TABLE 20.508-2 MINIMUM TREE SPECIES MIX

Number of Required Trees	*Minimum Number of Tree Species Required*
Less than 21	2
21 to 30	3
31 to 40	4
More than 40	5

e. In addition to the on-site trees required by this chapter, street trees of a minimum 15-gallon or larger shall be installed at an average spacing of every 30 feet and shall comply with the applicable standard drawings of the City's Public Works Department.

2. Selection of Plant Materials.

a. Any plant may be selected for the landscape area, providing the ETWU in the landscape area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:

i. Protection and preservation of native species and natural vegetation;

ii. Selection of water conserving plant, tree, and turf species, especially local native plants;

iii. Selection of trees based on tree shading guidelines, and size at maturity as appropriate for the planting area; and

iv. Selection of plants based on local climate suitability, disease and pest resistance.

b. Each hydro zone shall have plant materials with similar water use except under the following circumstances:

i. Individual hydro zones that mix moderate and low water use plants or moderate and high-water use plants, may be allowed if:

ii. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

iii. The plant factor of the higher water using plant is used for the calculation.

c. Individual hydro zones that mix high and low water use plants shall not be permitted.

d. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

e. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following;

i. Use the Sunset Western Climate Zone System, which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

ii. Recognize the horticultural attributes of plants (i.e. mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g. buildings, sidewalks, power lines), allow for adequate soil volume for healthy root growth; and

iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

f. Plant material should be planted in drifts to appear as filled-in masses, instead of spotty placement of individual shrubs. There should be a minimum of one plant per 25 square feet (one plant per 5 feet by 5 feet).

g. Installation of turf on slopes greater than 25 percent shall not be permitted where 25 percent means 1-foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).

h. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

i. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per

Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

j. Invasive species of plants, such as those listed by the California Invasive Plant Council, shall be prohibited.

k. The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

3. Soil Preparation, Mulch and Amendments

a. Prior to planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

b. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected.

c. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches are exempt from adding compost and tilling.

d. A minimum of three-inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.

f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

g. Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available.

4. Artificial Turf.

a. Artificial turf may be incorporated into the landscaping of a project. The type and quantity of artificial turf to be incorporated into the landscaping of a project shall be submitted for review as part of the landscape documentation package.

b. Artificial turf shall consist of lifelike individual blades of grass that emulate real grass in look and color.

c. A proper drainage system shall be installed underneath the turf to prevent excess runoff or pooling of water.

d. Artificial turf shall be installed and maintained, per manufacturer's recommendations, to effectively simulate the appearance of a well-maintained lawn.

e. The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf is prohibited.

f. Artificial turf shall be installed in combination with natural plant materials (i.e. trees, shrubs, and groundcover) to enhance the overall landscaping design.

g. Artificial turf may be used to satisfy up to 30 percent of the minimum landscape coverage required for a project. Any such request shall be submitted for review as part of the landscape documentation package and must be approved by the Director of ~~Community~~ Development Services.

h. Artificial turf shall not be included as part of the landscape area when calculating the MAWA.

i. Artificial turf may be incorporated into existing landscaping, and may be used to satisfy a portion of the minimum landscape coverage requirement. Any such request shall be submitted for review and must be approved by the Director of ~~Community~~ Development Services.

5. Water Features.

a. Recirculating water systems shall be used for decorative water features.

b. Where available, recycled water shall be used as the source for decorative water features (excluding swimming pools and spas).

c. The surface area of a decorative water feature shall be included in the high water use hydro zone of the water budget calculation.

C. **Requirements for Zoning Districts.**

1. New Residential Development Projects. The following standards shall apply to all new residential development projects:

a. Developments of detached single-family dwellings shall provide front yard landscaping and permanent automatic irrigation in the front yard of each lot. Furthermore, appropriate shrubs and trees shall be provided and a variety of landscape designs shall be provided for use throughout the subdivision.

b. Planned developments shall provide landscaping in accordance with Part C.1.a of this Section. Furthermore, all common areas shall be provided with full landscape improvements and permanent automatic irrigation. For the purposes of this Part, "planned development" means a subdivision of detached or attached single-family dwellings sharing common open space facilities.

c. Multiple-family developments shall be provided with full landscape improvements and permanent automatic irrigation.

d. Within residential projects, on-site trees shall be provided as specified by Table 20. ~~19~~5086-3 (Minimum On-Site Tree Requirements of Residential Projects).

TABLE 20.508-3 MINIMUM ON-SITE TREE REQUIREMENTS OF RESIDENTIAL PROJECTS

Residential Development Type	*Minimum Number of Trees*	*Minimum Percent Shade Trees*	*Notes*
Single-family; lots more than 40,000 sq.ft.	7 per lot	50%	
Single-family; lots 20,000 to 40,000 sq.ft.	5 per lot	50%	
Single-family; lots 15,000 to 19,999 sq.ft.	4 per lot	50%	
Single-family; lots 7,200 to 14,999 sq.ft.	3 per lot	50%	
Single-family; lots less than 7,200 sq.ft.	2 per lot	50%	
Planned Development	20 per acre	50%	The total number of trees shall be located on lots and in common open space.
Multiple-Family	~~40~~ 30 per acre	~~75~~60%	The total number of trees shall be located in private and common open space areas or along walkways and in parking areas.

2. Existing ~~Single Family~~Single-Family Residential Zoning Districts. The following shall apply to existing single-family front yard landscaping, including modifications, turf removal and/or rehabilitation, and an individual single--family home within a development.

TABLE 20.508-4 MINIMUM LANDSCAPE COVERAGE IN RESIDENTIAL DISTRICTS

Residential District	*Minimum Front Yard Landscape Coverage*
RD 1	70%
RD 3	70%
RD 4.5	60%
RD 8	50%

a. The required front yard landscape as outlined in Table 20.~~04~~201-3 shall meet the minimum front yard landscape percentages in Table 20.508-4 exclusive of hardscape areas for driveways or vehicle access shall be landscaped. This landscape area may be reduced to allow for one additional driveway parking space directly adjacent to a new or existing driveway that takes direct access to a garage or carport. See Chapter 20.511 (Parking and Loading). This landscaped area should include the following, to provide for a balance of landscaping material with the goal of installing efficient landscaping and irrigation that will decrease the demand for water~~;~~

i. A maximum of 25% of the required landscape area may be planted with turf as defined in ~~Section 20.24~~ Chapter 20.701 (Glossary).

ii. No more than 30% of the required landscape area should utilize artificial turf. Artificial turf shall be designed and installed as outlined in Section 20.~~19~~508.040.B.4 (Artificial Turf).

iii. A minimum of 50% of the required landscape area should be planted with water efficient plant material as defined in Section 20.~~19~~508.040.B.2 (Selection of Plant Materials).

iv. A maximum of 25% of the required landscape area should be covered with other hardscape material as defined in ~~Section 20.24~~ Chapter 20.701 (Glossary)~~Section 20.24~~.

It is encouraged that the planted material consists primarily of native plant or climate appropriate species and those that require less water during warmer months. The use of primarily non-native, high water demand, plant material or desert scape is discouraged. A mixture of this type of plant material to satisfy the requirements above is acceptable.

b. Irrigation systems should be designed to meet the minimum standards as outlined in Section 20.~~19~~508~~19~~.070.B.~~e~~ (Prescriptive Compliance Option).

3. Mixed Use, Commercial, and Industrial Zoning Districts. The standards in Table 20.508-5shall apply to mixed use, commercial, and industrial development projects:

TABLE 20.508-5 MINIMUM ON-SITE TREE REQUIREMENTS IN MIXED USE, COMMERCIAL AND INDUSTRIAL

Zoning District	*Minimum Number of Trees Per Gross Acre*	*Notes*
CN	20	
CG	20	
CS	10	
Mixed Use Districts	20	
Industrial Districts	10 in setbacks plus trees need for parking lots	

a. Exceptions from the standards in Table 20.508-5 (an increase or decrease in the minimum standard) may be granted/required by the Director of ~~Community~~ Development Services upon consideration of the following factors:

i. Building height(s) and setbacks(s);

ii. Specific standards set for warehouse and logistics uses development;

iii. Size and quantity of landscape areas along the street frontage, within the surface parking areas, and around the building perimeter;

iv. Size of trees to be planted (e.g., 24 inch or 36-inch box vs. 15-gallon);

v. Presence of special landscape features and treatments; and

vi. Extent of textural treatment on buildings and articulation of building elevations visible from the street.

b. Those portions of a property which are not used for drive entries, parking, or approved outdoor uses shall be fully landscaped; all unpaved areas shall be landscaped; and all future development phase areas shall be hydro seeded in a manner that is consistent with the MAWA.

D. **Planting Standards and Specifications.**

1. Trees shall conform to the minimum measurements specified by Table 20.19508-6 (Minimum Tree Size Specifications).

TABLE 20.508-6 MINIMUM TREE SIZE SPECIFICATIONS

Size	*Caliper*	*Height*	*Spread*
48-inch box	3.25-inches	16 to 18 ft.	8 to 9 ft.
36-inch box	2.75-inches	12 to 14 ft.	6 to 7 ft.
24-inch box	1.75-inches	9 to 10 ft.	4 to 5 ft.
15-gallon	0.75-inch	7 to 8 ft.	2 to 3 ft.

2.1. All tree and plant pits, vine pits, hedge trenches, and shrub beds shall be excavated as follows:

a. All pits shall be generally circular in outline, with vertical sides, deep enough to allow 1 to 2 inches of the root ball to be above the existing grade and a minimum of 2.5 times the diameter of the root ball. Plants should rest on undisturbed existing soil or well-compacted backfill; and

b. Areas designated for shrub beds shall be cultivated to at least 1.5 feet in depth. Areas designated for vines or groundcovers shall be cultivated to a depth of 1-foot.

3.2. Sheared hedges are discouraged and should be replaced with plants that can grow to their natural shape and size. Shearing is not only labor-intensive, but contributes to constant waste material.

4.3. All landscape materials shall be installed using planting soil of a type appropriate to the individual plant material and the soil conditions in which the planting is occurring, per the soil management plan.

~~5.~~4. In order to reduce the transpiration rate of plant material during the installation process, anti-transpirants should be used. Anti-transpirants reduce the amount of water loss through the leaves of plant material during installation, thereby reducing the amount of water required for the survival of the plants. Plant installations are encouraged during the fall season, and should be avoided in the middle of the summer season.

~~6.~~5. To minimize damage to paved areas due to tree root growth, trees located within 5 feet of any paved surface shall be provided with root barriers. Root barriers should be linear and not encircling the tree, which will result in encircled roots and stunted growth.

~~7.~~6. All 24-inch or smaller size trees shall be double-staked. All 30-inch or larger box trees shall be provided with guy wires or reinforced double-stakes.

E. **Landscape Maintenance.**

1. The owner or assigns of any lot or parcel subject to the provisions of this chapter shall be responsible for the maintenance of said land in good condition so as to present a healthy, neat, and orderly landscape area.

2. All landscape areas shall be maintained in a healthy, pest-free condition.

   a. Upon a determination of the Director of ~~Community~~ Development Services that a plant is dead or severely damaged or diseased, the plant shall be replaced by the property owner(s) in accordance with the standards specified in this chapter.

3. All pruning should be accomplished according to good horticultural standards. Trees shall only be pruned as necessary to promote healthy growth.

4. All watering of planted areas shall be managed so as to maintain healthy flora, make plant material more drought tolerant, avoid excessive turf growth, minimize fungus growth, stimulate deep root growth, and minimize the leaching of soil nutrients.

5. Watering of plants and trees should be of sufficient quantity to thoroughly soak the root ball of the plant and surrounding area, thereby promoting deep root growth and drought tolerance.

6. Integrated Pest Management (IPM) shall be used to mitigate weeds, fertilize with organic matter, and minimize the use of pesticides and herbicides.

7. Irrigation systems shall be constantly maintained to eliminate wastewater due to loss of head, broken pipes, or misadjusted nozzles.

F. **Tree Replacement.**

The following standards for the minimum size of replacement trees apply to multi-family development, common areas in residential development, and non-residential development. Single-family homes are exempt from the provisions in this section.

1. Mature trees shall not be removed without prior written approval of the Director ~~Community~~ Development Services or his designee. For the purposes of this section, mature trees shall include~~:~~ oak trees with trunks more than eight inches in diameter at breast height; other trees with trunks more than 10 inches in diameter at breast height; and multi-trunk trees with a total circumference of 38 inches or more at breast height.

2. Any removed mature tree(s) requires replacement as designated in the chart below with a species designated by the Director of ~~Community~~ Development Services or his designee. The Director may approve substituting two 15-gallon trees that are at least 7 feet tall with a trunk diameter of one inch or more for a 24-inch box tree.

TABLE 20.508-7 MINIMUM SIZE OF REPLACEMENT TREE

Trunk Diameter of Tree (Measured at Breast Height)	*No. of Trees to Replace With*	*Minimum Size of Replacement Tree*
Under 10~~5~~"	~~2~~1	~~24" box~~15-gallon
10~~5~~" – ~~1~~429"	2	~~36" box~~15-gallon
~~15" – 29"~~	~~3~~	~~48" box~~15-gallon
30" +	2	~~60" box~~24" box

3. An arborist report shall be provided at the property owner's expense for any oak tree(s) proposed to be removed that are 10-inches or larger in diameter to document the health and viability of the tree(s) and to make a recommendation as to the feasibility of maintaining or removing the tree(s). The arborist shall be certified by the ISA (International Society of Arboriculture).

4. If the oak tree(s) to be removed are dead, severely damaged, diseased, or causing a public hazard such as uprooting sidewalks, destroying underground infrastructure or displacing building foundations, the tree shall be replaced by the property owner(s) at a one-to-one (1:1) ratio. The size of the replacement tree(s) shall be based on the trunk diameter of the tree(s) to be removed as shown in Table 20.~~19~~508~~19~~-7.

5. In the event that the number of replacement trees show in Table 20.~~19~~508-7 cannot be planted onsite, the Director of ~~Community~~ Development Services may consider an off-site location to plant the replacement trees or accept an in-lieu fee based on International Society of Arboriculture (ISA) guidelines or other method approved by the Director of ~~Community~~ Development Services. In-lieu fees collected shall be deposited into a tree replacement fund to be used for tree planting at alternate locations in the City.

6. All pruning should be accomplished according to good horticultural standards. Trees shall only be pruned as necessary to promote healthy growth.

7. All watering of planted areas shall be managed so as to maintain healthy flora, make plant material more drought tolerant, avoid excessive turf growth, minimize fungus growth, stimulate deep root growth, and minimize the leaching of soil nutrients.

8. Watering of plants and trees should be of sufficient quantity to thoroughly soak the root ball of the plant and surrounding area, thereby promoting deep root growth and drought tolerance.

9. Integrated Pest Management (IPM) shall be used to mitigate weeds, fertilize with organic matter, and minimize the use of pesticides and herbicides.

10. Irrigation systems shall be constantly maintained to eliminate wastewater due to loss of head, broken pipes, or misadjusted nozzles.

20.508.050 – Parking Lot Landscape Standards

A. Parking facilities for 10 or more vehicles shall comply with the following standards for landscaping within surface parking lots:

1. Street Frontage Landscaping. When a parking lot is located adjacent to a public or private street, a main drive aisle that functions as a street, or a common drive aisle designed to serve three or more users, a landscaped strip shall be provided for the purpose of shielding parked cars from view of passing motorists and pedestrians, and to establish coordination among architecturally diverse buildings, creating a pleasing, harmonious appearance along roadways. Street frontage landscaping shall be provided as specified by Table 20.~~19~~508-8 (Street Frontage Landscape Requirements).

TABLE 20.508-8 STREET FRONTAGE LANDSCAPE REQUIREMENTS

Street Type	*Minimum Width of Street Frontage Landscaping**
Public Street	10 feet, measured from the street right-of-way property line
Private Street or Main Drive Aisle	10 feet, measured from the back of the curb of the private street

* The landscape strip may not contain any paved surfaces, except pedestrian walkways or vehicular drives that cross the strip.

2. Perimeter Landscaping. Parking lots shall be provided with perimeter landscaping for the purpose of defining parking areas and preventing two adjacent lots from becoming one large expanse of paving. Perimeter landscaping shall be a minimum of ~~5.5~~five feet in width. The requirement for perimeter landscaping shall not preclude any need to provide vehicular access between abutting lots or parcels.

3. Interior Landscaping. Within parking areas, landscaping shall be incorporated to provide shade, color, interest, and a hierarchy of vehicular circulation through the parking lot. Such landscaped areas shall have a minimum width of 6 feet and a minimum length of not less than the longest abutting parking stall.

4. Interior Parking Lot Landscape Requirements. Landscaping shall be provided as specified in Table 20.~~19~~508-9 (Residential/Commercial Interior Parking Lot Landscape Requirements) and Table 20.~~19~~508-10 (Industrial Interior Parking Lot Landscape Requirements). For the purposes of this Part, interior landscaping shall be defined as any landscaped area surrounded on at least two sides by parking spaces or drive aisles, excluding those areas around the site or building perimeter.

TABLE 20.508-9 RESIDENTIAL/COMMERCIAL INTERIOR PARKING LOT LANDSCAPE REQUIREMENTS

Total Area of Site (Project)	*Percent of Surface Parking Area to be Landscaped*
Less than 1 acre	5%
1 to 3 acres	10%
More than 3 acres	15%

TABLE 20.508-10 INDUSTRIAL INTERIOR PARKING LOT LANDSCAPE REQUIREMENTS

Parking Area Size	*Percent of Surface Parking Area to be Landscaped*
Less than 15,000 SF	5%
15,000 to 30,000 SF	7.5%
More than 30,000 SF	10%

5. Landscape Islands. All rows of parking spaces shall be provided with landscape islands at each row terminus to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide space for landscaping. Additionally, landscape islands shall be provided as needed to prevent more than ten vehicles from being parked side-by-side in an abutting configuration.

   An island for a single row of parking spaces shall be landscaped with at least one tree and vegetative groundcover. An island for a double row of parking spaces shall contain not less than two trees and vegetative groundcover.

6. Concrete Curbs. All landscape areas within parking areas shall be separated from parking spaces, drive aisles, and driveways by a continuous, raised concrete curb to protect landscape areas from encroachment by vehicular traffic, unless the concrete curb is designed or removed to allow parking area drainage into landscape areas for the purposes of storm water treatment and on-site retention. The concrete curb shall be a minimum of six inches high by six inches wide, except where a landscape area is parallel and adjacent to a parking stall, the curb shall be a minimum of 6 inches high by 12 inches wide to provide an area for persons to step when entering or exiting a motor vehicle.

7. Shade Trees. Within parking areas, shade trees shall be placed in such numbers and locations so that 50 percent of the parking stalls are shaded within fifteen years of planting. However, at a minimum, at least one tree shall be provided for every 4 parking spaces, with the maximum spacing between trees or clusters of trees not to exceed 30 feet. Trees may be placed within the landscape islands and in diamond-shaped planters.

8. Permanent Landscape Areas. Within parking areas, all areas not used for driveways, maneuvering areas, parking spaces, or walkways, shall be permanently landscaped with suitable materials and permanently maintained in accordance with landscape plans approved by the Director of ~~Community~~ Development Services.

9. Parking Stalls. To increase parking lot landscaped area, a maximum of 2 feet of the parking stall depth may be landscaped in lieu of paving surface, while maintaining the required parking space dimensions.

10. Innovative Landscaping Approaches. Rainwater shall be managed on-site with designs that encourage infiltration, evapotranspiration, and water re-use by:

    a. Utilizing permeable paving for parking spaces, drive aisles, overflow parking, and other hard surfaces in the parking lot;

    b. Planting trees, shrubs and other permeable landscaping throughout the parking lot to provide shade and places for water infiltration;

    c. Creating bio-retention areas, such as swales, vegetated islands and overflow ponds; and

    d. Incorporating opportunities to harvest rainwater (active or passive) from rooftops and other hard surfaces for landscape irrigation.

11. Solar Panels. Solar panels are allowed by right on carport roofs and shade structures within parking lots.

20.508.060 – Public Education

A. **Publications**.

1. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of landscape and irrigation design, installation, management, and maintenance that save water is encouraged in the community.

2. Homebuilders shall provide information packets to residents purchasing new single-family residential homes regarding the design, installation, management, and maintenance of the specific water efficient landscapes and irrigation systems installed in their homes. This information shall be reviewed and approved by the Director of ~~Community~~ Development Services prior to issuance of any building permits.

    a. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydro zones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. **Model Homes**.

1. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.
2. Signs shall be used to identify the models landscape area as an example of a water efficient landscaping featuring elements such as hydro zones, irrigation equipment, and other features that contribute to the overall water efficient theme.

20.508.070 – Prescriptive Compliance Option

A. This section contains prescriptive requirements which may be used as a compliance option to the landscaping requirements found elsewhere in this Chapter, ~~as described in Section 20.19.020.~~ for any landscape project with a landscape area between 500 and 2,~~-~~500 square feet.

B. Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive option:

a. Submit a Landscape Documentation Package which includes the following elements:

1. Date
2. Project applicant
3. Project address (if available, parcel number)
4. Total landscape area in square feet~~,~~
5. A landscape design plan, including a breakdown of turf and plant material (e.g. a plant legend).
6. Project type (e.g. new, rehabilitated, public, private, cemetery, homeowner-installed)
7. Water supply (potable or recycled) and identify if the City of Chino is the water provider.
8. Applicant contact information
9. Applicant signature and date with the statement "I agree to comply with the requirements of the prescriptive compliance option to the MWELO.'

b. Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into the landscape area (unless contra-indicated by a soil test).

c. Plant material shall comply with all of the following:

1. For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water.
2. For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water.
3. A minimum three-inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is much contraindicated.

d. Turf shall comply with all of the following;

1. Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas.
2. Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length.
3. Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

e. Irrigation systems shall comply with the following;

1. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.
2. Irrigation controllers shall be of a type which does not lose programming date in the event the primary power source is interrupted.
3. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
4. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
5. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard", all sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
6. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produce no runoff or overspray.
7. For non-residential projects with landscape areas of 1,000 square feet or more, a private sub meter(s) to measure landscape water use shall be installed.
8. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

Chapter 20.509 – MEASURE M GENERAL PLAN INITIATIVE

Sections:

20.509.010 – Purpose
20.509.020 – General Requirements
20.509.030 – Voter Authorization to Rezone Specified Land No. 1
20.509.040 – Voter Authorization to Rezone Specified Land No. 2
20.509.050 – Voter Authorization to Rezone Specified Land No. 3
20.509.060 – Voter Authorization to Rezone Specified Land No. 4
20.509.070 – Voter Authorization to Rezone Specified Land No. 5
20.509.080 – Voter Authorization to Rezone Specified Land No. 6
20.509.090 – Voter Authorization to Rezone Specified Land No. 7
20.509.100 – Voter Authorization to Rezone Specified Land No. 8
20.509.110 – Voter Authorization to Rezone Specified Land No. 9
20.509.120 – Voter Authorization to Rezone Specified Land No. 10
20.509.130 – Voter Authorization to Rezone Specified Land No. 11
20.509.140 – Voter Authorization to Rezone Specified Land No. 12
20.509.150 – Voter Authorization to Rezone Specified Land No.13
20.509.160 – Voter Authorization to Rezone Specified Land No. 14
20.509.170 – Voter Authorization to Rezone Specified Land No. 15

20.509.010 – Purpose

The purpose of this chapter is to establish maximum densities for residential lands in Chino pursuant to Measure M, passed by the voters of the City of Chino on November 8, 1988.

20.509.020 – General Requirements

A. Notwithstanding any other provision of the General Plan, the maximum density of any land designated for a residential use within the city shall not exceed the density for such land established by the Zoning Map and the Zoning Ordinance of the City, or any development agreements in effect on November 8, 1988, excepting senior housing projects. However, the city council may reduce the density of any land designated for a residential use.

B. Notwithstanding any other provision of the General Plan, any land designated for a nonresidential use within the city shall not be converted to a residential use, excepting school sites designated in the General Plan or a specific plan, or development agreements approved by the city prior to November 8, 1988. However, the city council may convert any land designated for a residential use to any other nonresidential use, and may also change uses among lands designated for nonresidential uses.

C. The city has no set maximum population limits. Growth shall be in a phased and orderly manner consistent with the availability of adequate public and private services, utilities and public facilities.

D. In order to be consistent with the land use element, the number of existing or proposed units per adjusted gross acre of land designated for residential use must fall within the range of units allowed by the applicable residential land use designation; provided that the maximum number of such units per adjusted gross acre shall not exceed those in effect as of November 8, 1988, except as otherwise permitted by subsections A and B of this section.

20.509.030 – Voter Authorization to Rezone Specified Land No. 1

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 35-acre parcel of land located between Ramona and Yorba Avenues from Chino Avenue north to the Southern Pacific Railroad tracks and the Pinecrest Apartments located at 13051 Ramona Avenue, described more specifically in Ordinance No. 95-15, from an industrial use to a residential use with the RD 8 zoning designation.

20.509.040 – Voter Authorization to Rezone Specified Land No. 2

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the parcels of land located along the west side of Ninth Street from C Street north to the alley south of Riverside Drive, described more specifically in Ordinance No. 95-16, from the CG (General Commercial) zone to the RD 4.5 (Residential Development, 4.5 units/acre) zone.

B. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the parcels of land located along the west side of Ninth Street from the alley south of Riverside Drive north to the former First Trust building, described more specifically in Ordinance No. 95-16, from the CG (General Commercial) zone to the RD 20 (Residential Development, 20 units/acre) zone.

C. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the parcels of land located along the east side of Seventh Street from C Street north to two lots south of Riverside Drive, described more specifically in Ordinance No. 95-16, from the CG (General Commercial) zone to the RD 8.

D. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the parcels of land located along the north side of the first alley south of Riverside Drive between 7th and 4th Streets for a depth of three lots with the exception of the parcels in the block along the east side of Sixth Street where the depth is two lots, described more specifically in Ordinance No. 95-16, from the CG (General Commercial) zone to the RD8 (Residential Development, 8 units/acre) zone.

20.509.050 – Voter Authorization to Rezone Specified Land No. 3

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 11-acre parcel of land located between Philadelphia Street and Francis Avenue, which is south of the existing Gardens development and north of the existing Pep Boys development, described more specifically in Ordinance No. 2000-13, from a commercial use to a residential use with the RD 20 zoning designation.

20.509.060 – Voter Authorization to Rezone Specified Land No. 4

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~508.020(B) (General Requirements), the City Council of the City of Chino may rezone the 1/2-acre parcel of land located at the southeast corner of Riverside Drive and Magnolia Avenue, described more specifically in Ordinance No. 2002-08, from the AP (Administrative/ Professional Office) zone to the RD 20 (Residential Development, 20 units/acre) zone.

20.509.070 – Voter Authorization to Rezone Specified Land No. 5

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 707 acres of land located south of Edison Avenue between Euclid and Central Avenues, described more specifically in Ordinance No. 2002-09, from an institutional use to residential uses limited to not more than 2500 dwelling units (College Park).

20.509.080 – Voter Authorization to Rezone Specified Land No. 6

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 1.37-acre parcel of land located south of Philadelphia Street and west of Ramona Avenue, described more specifically in Ordinance No. 2004-01, from its current maximum density of 4.5 dwelling units per acre to a maximum density of 12 dwelling units per acre under the RD 12 designation of the Chino Zoning Ordinance.

20.509.090 – Voter Authorization to Rezone Specified Land No. 7

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements) the City Council of the City of Chino may rezone the 9.05 acres of land located at 11385 – 11435 Central Avenue, described more specifically in Ordinance No. 2004-02, from the CG (General Commercial) zone to the RD 20 (Residential Development, 20 units/acre) zone.

20.509.100 – Voter Authorization to Rezone Specified Land No. 8

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 5.6 acres of land generally located at the southwest corner of Schaefer and Roswell Avenues, described more specifically in Ordinance No. 2005-05, from the IPD-BP (Industrial Planned Development – Business Park) zone to the RD 20 (Residential Development, 20 units/acre) zone.

20.509.110 – Voter Authorization to Rezone Specified Land No. 9

A. Notwithstanding the prohibition against rezoning non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), the City Council of the City of Chino may rezone the 22 acres of land located north of Walnut Avenue, east of Central Avenue, south of SR-60 Freeway and west of Benson Avenue, described more specifically in Ordinance No. 2007-12, from the CG (General Commercial) zone to the RD 8 (Residential Development, 8 units/acre) zone and RD 20 (Residential Development, 20 units/acre) zone.

20.509.120 – Voter Authorization to Rezone Specified Land No. 10

A. Notwithstanding the prohibition against converting non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, the parcels of land described in Subsection (D) are hereby converted to residential uses and the City Council of the City of chino may rezone said parcels of land from general commercial uses to residential uses as stated below:

B. Subject to the conditions and requirements below, the parcels of land described in Subsection (D) may be rezoned from their current General Commercial and Office Commercial zoning designations as follows:

1. 6.48 acres of vacant land may be rezoned from General Commercial to Residential-RD8 with a maximum residential density of 8 units per acre on said vacant land, which is described below as Assessor Parcel Number 1052-051-59.

2. 5.31 acres of vacant land may be rezoned from Office Commercial to Residential-RD8 with a maximum residential density of 8 units per acre on said vacant land, which is described below as a portion of Assessor Parcel Number 1052-051-60.

C. As a condition of rezoning said parcel, the developer and owner shall pay the full cost of the regular election and any cost related to implementation of owner's specific proposal at which the voters of the City of Chino are asked to enact this Ordinance.

D. The land which is the subject matter of this ordinance consists of 11.79 acres of vacant land located south of Riverside Drive and east of Fern Avenue, situated in the City of Chino, County of San Bernardino, State of California as described in Ordinance 2013-005.

20.509.130 – Voter Authorization to Rezone Specified Land No. 11

A. Notwithstanding the prohibition against converting non-residential land for residential uses contained in section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, the parcels of land described in Subsection (D) are hereby converted to residential uses and the City Council of the City of Chino may rezone said parcels of land from commercial uses to residential uses as stated below.

B. Subject to the conditions and requirements below, the General Plan land use designations for the parcels of land described in Subsection (D) may be changed from their current General Plan designation of General Commercial to RD12 (Residential twelve units/acre), APN: 1053-061-03 and 1053-061-04.

C. As a condition of redesignation of said parcels, the developer and owner shall pay the full cost of the special regular election and any cost related to implementation of owner's specific proposal for which the voters of the City of Chino are asked to enact this Ordinance.

D. The land which is the subject matter of this ordinance consists of 11.6 acres of vacant land located south of Schaefer Avenue between Fern Avenue and Euclid Avenue situated in the City of Chino as described in Ordinance 2014-007.

20.509.140 – Voter Authorization to Rezone Specified Land No. 12

A. Notwithstanding the prohibition against converting non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, the parcels of land described in Subsection (D) are hereby converted to residential uses and the City Council of the City of Chino may rezone said parcels of land from a General Commercial designation to Residential designations as stated below.

B. Subject to the conditions and requirements below, the General Plan land use designations for the parcels of land described in Subsection (D) may be changed from their current General Plan designation of General Commercial to RD12 (Residential twelve units/acre) and RD2 (Residential two units/acre), APN: 1014-271-01.

C. As a condition of redesignation of said parcel, the developer and owner shall pay the full cost of the regular election and any cost related to implementation of owner's specific proposal for which the voters of the City of Chino are asked to enact this Ordinance.

D. The land which is the subject matter of this ordinance consists of 9.2 acres of vacant land located on the east side of Central Avenue approximately six hundred feet north of Francis, situated in the City of Chino, County of San Bernardino, State of California as described in Ordinance 2014-009.

20.509.150 – Voter Authorization to Rezone Specified Land No. 13

A. Notwithstanding the prohibition against increasing permitted residential densities contained in Section 20.~~15~~509.020(A) (General Requirements), adopted by Measure M, the parcels of land described in Subsection (E) are hereby designated for and the City Council of the City of Chino may rezone said

parcels of land from RD2 (Residential two units/acre) to RD4.5 (Residential four and a half units/acre) as stated below.

B. Notwithstanding the prohibition against converting non-residential properties to residential contained in section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, the parcels of land described in Subsection (F) are hereby designated for and the City Council of the City of Chino may rezone said parcels of land from Business Park to RD8 (Residential eight units/acre) and RD12 (Residential twelve units/acre) as stated below.

C. Subject to the conditions and requirements below, the parcels of land described in Subsections (E), (F), and (G) may be rezoned from their current RD2 (Residential two units/acre) and Business Park zoning designations as follows:(i)18.1 acres of vacant land (described in section (E) and illustrated in Exhibit A - Diagram) may be rezoned from Residential-RD2 to Residential-RD4.5 with a maximum residential density of four and a half units per acre on said vacant land, which is described below as Lot One, Assessor Parcel Number 1053-621-01 and 1053-621-02.(ii)12.7 acres of vacant land (described in section (F) and illustrated in Exhibit A - Diagram) may be rezoned from Business Park to Residential-RD8 with a maximum residential density of eight units per acre on said vacant land, which is described below as Lot Two, a portion of Assessor Parcel Number 1053-501-01, 1053-611-01, 02, 03.(iii)7.7 acres of vacant land (described in section (G) and illustrated in Exhibit A - Diagram) may be rezoned from Business Park to Residential-RD12 with a maximum residential density of twelve units per acre on said vacant land, which is described below as Lot Three, a portion of Assessor Parcel Number 1053-501-01, 1053-611-01, 02, 03.

D. As a condition of rezoning said parcels, the developer and owner shall pay the full cost of the Special Municipal Election and any cost related to implementation of owner's specific proposal at which the voters of the City of Chino are asked to enact this Ordinance.

E. The land which is the subject matter of this ordinance consists of 18.1 acres of land located north of Eucalyptus Avenue between San Antonio Avenue and Fern Avenue, situated in the City of Chino, County of San Bernardino, State of California as described in Ordinance 2014-005.

F. The land which is the subject matter of this ordinance consists of 12.7 acres of land located north of Eucalyptus Avenue between Fern Avenue and Euclid Avenue, situated in the City of Chino, County of San Bernardino, State of California as described in Ordinance 2014-005.

G. The land which is the subject matter of this ordinance consists of 7.7 acres of land located north of Eucalyptus Avenue between Fern Avenue and Euclid Avenue, situated in the City of Chino, County of San Bernardino, State of California as described in Ordinance 2014-005.

20.509.160 – Voter Authorization to Rezone Specified Land No. 14

A. Notwithstanding the prohibition against converting non-residential land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, the parcels of land described in Subsection D are hereby converted to residential uses and the City Council of the City of Chino may rezone said parcels of land from a General Commercial designation to Residential designations as stated below.

B. Subject to the conditions and requirements below, the General Plan land use designations for the parcels of land described in Subsection D may be changed from their current General Plan designation of General Commercial to RD12 (Residential twelve units/acre), APN: 1014-291-08 and 09, 1014-301-03, 04, 05.

C. As a condition of redesignation of said parcel, the developer and owner shall pay the full cost of the election and any cost related to implementation of owner's specific proposal for which the voters of the City of Chino are asked to enact this Ordinance.

D. The land which is the subject matter of this ordinance consists of 12.75 acres of vacant land located on the west side of Central Avenue, north of Francis, situated in the City of Chino, County of San Bernardino, State of California and more specifically described in Ordinance 2014-018.

20.509.170 – Voter Authorization to Rezone Specified Land No. 15

A. Notwithstanding the prohibition against exceeding density for land established by the zoning map and the zoning ordinance of the city or any development agreement in effect on November 8, 1988 or prohibition against converting land for residential uses contained in Section 20.~~15~~509.020(B) (General Requirements), adopted by Measure M, Programs 3B and 3C of the 2021-2029 Housing Element Update and corresponding Land Use Element authorizing the application of the two identified overlay strategies encompassing affordable housing and mixed-uses to meet its Regional Housing Needs Assessment (RHNA) allocation are hereby authorized.

B. Subject to the conditions and requirements below, the General Plan land use designations for the parcels of land described in subsection (C) shall are hereby subject to the Affordable Housing Overlay and Mixed-Use Overlay as described 2021-2029 Housing Element Update.

C. The land which is the subject matter of this ordinance subject to the overlay strategies consists of both improved and vacant, situated in the City of Chino, County of San Bernardino, State of California and more specifically described in the Sites Inventory Map on file with the City of Chino Development Services Department.

Chapter 20.510 – NONCONFORMING USES, STRUCTURES, AND PARCELS

Sections:

20.510.010 – Purpose
20.510.020 – Applicability
20.510.030 – Nonconforming Uses
20.510.040 – Nonconforming Structures
20.510.050 – Nonconforming Lots
20.510.060 – Findings
20.510.070 – Removal of Illegal Nonconforming Uses and Structures

20.510.010 – Purpose

The purpose of this chapter is to:

A. Allow for the continuation of legal nonconforming uses and the continued occupation of legal nonconforming structures.

B. Ensure that nonconforming uses and structures do not adversely impact neighboring properties.

C. Provide for a process to allow for the minor expansion of nonconforming uses and structures.

D. Allow for repairs and maintenance of nonconforming structures.

20.510.020 – Applicability

This chapter applies to any use, structure or parcel legally existing at the time of adoption of this Title. The three types of nonconformities are defined in Table 20.~~20~~51009-1 (Types of Nonconformities).

TABLE 20.510-1 TYPES OF NONCONFORMITIES

Nonconforming Use	A use that lawfully occupied a building or land at the time the use was established, but that no longer conforms with the use regulations of the district in which it is located.
Nonconforming Structure	A structure that was lawfully erected but that no longer complies with all standards, such as height, setbacks and lot coverage, applicable to the zoning district in which the structure is located.

Nonconforming Lot	A lot that does not conform to the development standards, including area and width regulations, of the district in which it is located or that does not conform to subdivision regulations.

20.510.030 – Nonconforming Uses

A. **Change in Ownership, Tenancy or Management**. A change in ownership, tenancy or management of a nonconforming use shall not affect its legal nonconforming status provided that the intensity of use does not change.

B. **Discontinuation of Use.** A legal nonconforming use discontinued for a period of 180 or more consecutive days may not be reinstated and shall lose its legal nonconforming status.

1. ***Exception to 180 Day Time Limit.*** Any legal nonconforming residential unit located in industrial zoning districts that was occupied within the last 10 years of the date of an application that would include demolition of the unit to accommodate development of a warehouse or logistics project, shall be considered a legal nonconforming use and therefore subject to the two-to-one replacement requirements of Government Code Section 65098.6 unless the unit was declared substandard by the Building Official.

C. **New Development**. The establishment of a new structure greater than 500 square feet on any property occupied by a legal nonconforming use shall require that all uses on the property conform to the provisions of this Title.

D. **Resuming a Nonconforming Use**. If a legal nonconforming use is converted to a conforming use, no nonconforming use may be resumed.

E. **Replacement of a Nonconforming Use**. A nonconforming use may not be replaced by another nonconforming use.

F. **Expansion of Use**. The enlargement, extension, modification or structural alternation of a structure or site occupied by a nonconforming use shall require Administrative Approval by the Director as provided in Chapter 20.~~23~~ 601 (Administration) of this Code. Approval shall require the Director to make the findings in Section 20.~~20~~5110.060 (Findings) of this chapter.

20.510.040 – Nonconforming Structures

A. **Voluntary Damage or Destruction**. A legal nonconforming structure that has been voluntarily demolished cannot be reconstructed unless it is brought into full compliance with this Code.

B. **Involuntary Damage or Destruction**.

1. A legal nonconforming single-family structure that has been involuntarily damaged or destroyed by fire, flood, wind, earthquake or other calamity may be reconstructed up to the original size, placement and density.

2. A legal nonconforming commercial/industrial structure that has been involuntarily damaged or destroyed by fire, flood, wind, earthquake or other calamity may be reconstructed up to the original size, placement and density, provided that the total cost of reconstruction does not exceed more than fifty percent of the value of the structure prior to such damage occurring. In the event that the cost of repairing such damage to a non-residential structure exceeds fifty percent of the value of the structure prior to such damage occurring, no repair or reconstruction shall be made unless the structure is made to conform to all provisions of this title.

C. **Involuntary Damage of Multiple Family Housing**. A multiple family dwelling or development that has been involuntarily damaged or destroyed by fire, flood, wind, earthquake or other calamity, or the public enemy, may be reconstructed up to the original size, placement and density, except that a multiple family dwelling or development which has been abandoned for a period of 180 or more consecutive days prior to being involuntarily damaged or destroyed, or a multiple family dwelling or development constituting a public nuisance prior to being involuntarily damaged or destroyed may not be reconstructed unless the structure is made to conform to all provisions of this title.

D. **Expansions and Additions**. The enlargement, expansion or addition to a nonconforming structure shall require Administrative Approval by the Director as provided in Chapter 20.~~23~~601 (Administration) of this Title. Approval shall require the Director to make the findings in Section 20.~~20~~510.060 (Findings) of this chapter.

E. **Repairs and Alterations.**

1. Nonconforming residential structures may be repaired and renovated provided that the structure is not enlarged or expanded and the nonconformity is not increased or exacerbated. Approval shall require the Director to make the findings in Section 20.~~20~~509.060 (Findings) of this chapter.

2. Nonconforming structures occupied by nonresidential uses may be repaired and renovated provided that no structural alterations are made which prolong the life of supporting members of a structure, such as bearing walls, columns, beams or girders, except as follows:

   a. Structural elements may be modified if such modification or repair is immediately necessary to protect the public health and safety, occupants of the structure, or adjacent property, as determined by the Building Official.

   b. Improvements required to reinforce unreinforced masonry structures shall be permitted without limitations, provided that such retrofitting is strictly limited to compliance with current earthquake safety standards.

F. **Interior Modifications**. Changes to interior partitions or other nonstructural improvements and repairs may be made to legal nonconforming nonresidential structures provided that, over any consecutive five-year period, the total cost of the desired improvements or repairs does not exceed 50 percent of the replacement cost of the structure as determined by the Director.

G. **Cessation of Use**. If the use of a nonconforming structure is discontinued for a period of 180 or more consecutive days, the structure shall lose its legal nonconforming status, and shall be removed

or altered to conform to the provisions of this title. The use of a legal nonconforming structure shall be considered discontinued if the Director determines that any of the following apply:

1. The intent of the owner to discontinue use of the nonconforming structure is apparent.
2. Characteristic furnishings and equipment associated with the use have been removed and not replaced with equivalent furnishings and equipment, and where normal occupancy and/or use has been discontinued for a period of 180 or more consecutive days; or
3. For commercial or industrial uses, there are no business receipts available for a period of 180 or more consecutive days.

20.510.050 – Nonconforming Lots

A. All legal nonconforming lots shall be permitted all development rights and uses of the zoning district in which it is located.

B. Development on a legal nonconforming lot shall comply with all setback, building coverage, density, maximum floor area ratio, driveway access, and other applicable standards of the zoning district.

20.510.060 – Findings

A. The Director may approve the expansion of a nonconforming use or structure if the following findings can be made.

1. The use or structure has not resulted in a notable negative impact or nuisance to surrounding properties.
2. The expansion will not adversely affect or be materially detrimental to surrounding properties.
3. The use or structure is compatible with the general character of the surrounding neighborhood or district.
4. The use or structure has not been discontinued or vacated for a period of 180 or more consecutive days.
5. The expansion does not increase the site area or floor area of the structure occupied by the nonconforming use or a nonconforming structure by more than 15 percent.
6. The expansion does not result in an increase in residential density.

20.510.070 – Removal of Illegal Nonconforming Uses and Structures

Nothing contained in this chapter shall be construed or implied so as to allow for the continuation of illegal nonconforming uses and structures except as expressed provided in the Starter Home Revitalization Act and Government Code sections 666300 et. seq. Such uses shall be immediately discontinued, and structures shall be immediately removed subject to applicable State law.

Chapter 20.511 – PARKING AND LOADING

Sections:

20.511.010 – Purpose
20.511.020 – Applicability
20.511.030 – Number of Parking Spaces Required
20.511.040 – General Parking Regulations
20.511.050 – Parking Design Standards
20.511.060 – Alternative Compliance with Parking Requirements
20.511.070 – Bicycle Facilities
20.511.080 – Parking Structures
20.511.090 – Off-Street Loading
20.511.100 – Electric Vehicle Charging Stations

20.511.010 – Purpose

The purpose of this chapter is to:

A. Provide sufficient on-site parking and loading facilities for all land uses.

B. Enable off-site parking at appropriate locations, including Mixed Use areas, to promote economic development and revitalization.

~~B.~~C. Provide accessible, attractive, secure, properly lighted, and well-maintained parking facilities with pedestrian connections to the locations and uses served.

~~C.~~D. Reduce traffic congestion and hazards.

~~D.~~E. Protect neighborhoods from the effects of vehicular noise and traffic generated by new residential development and adjacent non-residential land use districts, including logistics uses.

~~E.~~F. Offer flexible means of minimizing the amount of land area devoted to parking of automobiles by: (1) allowing reductions in the number of required parking spaces in the most transit accessible areas, areas with a diverse mix of land uses with off-setting periods of peak parking demand, for shared parking facilities, and for other situations expected to have lower vehicle parking demand; and (2) establishing limits on the number of private off-street parking spaces that can be provided in association with certain land uses and in certain locations, with allowance for provision of additional parking spaces above these established maximums provided that such spaces are shared and publicly accessible.

G. Support bicycling and address the circulation, access, and security needs of people traveling by bicycle by requiring short-term and long-term bicycle parking and storage, and requiring parking lot designs that offer safe bicycle access routes.

H. Reduce urban stormwater run-off and heat island effect.

~~F.~~I. Assure the maneuverability of emergency vehicles.

20.511.020 – Applicability

A. **Generally.**

1. Off-street parking shall be provided for any new structure or use in compliance with the requirements of this chapter.

2. All parking facilities and areas, required or not, shall comply with the requirements of this chapter and the Building Code.

B. **Expansion of Structure.**

1. When an existing structure other than a single-family dwelling unit is enlarged or increased in capacity, additional off-street parking as required by this chapter shall be provided only for that portion of the structure that has been expanded. The parking area shall comply with Sections 20.511.050 (Parking Design Standards) and 20.511.050 (Parking Lot Landscape Standards) of the Zoning Code.

2. When a single-family dwelling unit without off-street parking (garage or carport) is enlarged by more than 5 percent of the GFA of the existing dwelling unit, or the existing attached garage is converted into habitable space (other than for an accessory dwelling unit or junior accessory dwelling unit), parking shall be provided as follows:

a. Dwelling units constructed on or before May 20, 1965 shall provide one covered space within a garage or carport.

b. Dwelling units constructed after May 20, 1965 shall provide two covered spaces within a garage.

C. **Changes to Use.** When a change in use requires more off-street parking than the existing use, parking shall be provided in compliance with this chapter.

D. **Exceptions.**

1. ***Neighborhood Retail.*** Small retail commercial and service uses in the CN district having a gross floor area of 1,500 square feet or less are exempt from the off-street parking and loading requirements of this chapter.

2. ***Alternative Access and Parking Plans.*** If an alternative access and parking plan is approved pursuant to Section 20.511.060 (A) (Alternative Parking and Loading Plan), the off-street parking requirements shall be subject to the provisions of that plan.

20.511.030 – Number of Parking Spaces Required

A. **Off-Street Parking.** Off-street parking spaces shall be provided as specified in Table 20.511-1 (Off-Street Parking Requirements) of this chapter.

B. **Uses Not Listed.** Off-street parking requirements for uses not specifically listed shall be as determined by the Director of Development Services, based upon the requirements for comparable uses and the particular characteristics of the site and proposed use.

C. **Multiple Uses**. Whenever more than one land use is conducted on a lot or parcel, the required number of parking spaces shall be the sum of the requirements for each individual use.

D. **Exclusion of First 2,500 Square Feet**. For all non-residential development in Mixed Use Zones and ~~Downtown~~ and Affordable Housing overlay districts and in shopping centers with more than 100,000 square feet of floor area, the first 2,500 square feet shall be subtracted from the gross square footage when calculating the parking demand. When there are multiple uses on the same lot with separate estimated parking demands, the first 2,500 square feet shall be subtracted from each such use, meaning that any use in a Mixed Use Zone, ~~Downtown overlay zone~~, Affordable Housing overlay zone, or a shopping center that occupies 2,500 square feet or less is not required to provide off-street parking.

E. **If Estimated Parking Demand is "As Determined by a Parking Needs Assessment."** If Table 20.511-1 indicates that the estimated parking demand is to be determined by a parking needs assessment, the estimated parking demand shall be determined by the Director based on the characteristics of the specific use in question and other similar uses. ~~Where no Planning Commission approval is required, the Director of Development Services shall determine the estimated parking demand; the Director's determination may be appealed to the Planning Commission. Where Planning Commission approval is required, the Commission shall determine the estimated parking demand based on a recommendation from the Director.~~

F. **Fractional Spaces**. If the number of required parking spaces does not result in a whole number, the number shall be rounded up to the nearest whole number.

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Residential Uses	
~~Single Family~~Single-family Dwellings	2 garage spaces per dwelling plus one uncovered guest space for new residences with more than 2,250 square feet of gross floor area, which may be in the front or street side setback area. If the new residence has 3,500 square feet or more gross floor area, two guest spaces are required. This requirement also applies to expansions of existing residences~~,~~ resulting in 4 or more bedrooms or more than 3,500 square feet of gross floor area.
Duplexes	2 garage spaces per dwelling plus one uncovered guest space 1 covered space per dwelling less than 950 sq ft

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Multiple-Family Dwellings (Less than 16 units/acre)	Studio Units: 1.2 covered space per dwelling plus 1 additional space for every 5 units. 1 Bedroom Units: 1.5 covered spaces per dwelling, 2 or more Bedroom Units: ~~2 covered spaces~~ 1 covered space per bedroom Guest Parking: 1 space for every ~~10~~ 7 dwelling units.
Multiple-Family Dwellings (16-19 units/acre)	Studio Units: 1.2 covered space per dwelling 1 Bedroom Units: 1 covered and 0.5 uncovered space per dwelling 2 or more Bedroom Units: 1 covered and 1 uncovered space per dwelling and 1 additional space for each bedroom after 2 which can be covered or uncovered Guest Parking: 1 space for every ~~10~~ 7 dwelling units.
Multiple-Family Dwellings (20 units/acre or greater)	Studio Units: 1.2 covered or uncovered space per dwelling, 1 Bedroom Units: 1.5 covered or uncovered spaces per dwelling, 2 or more Bedroom Units: 2 covered or uncovered spaces, ~~plus +~~1 space for each bedroom after 2. Guest Parking: 1 space for every ~~10~~ 7 dwelling units.
Accessory Dwelling Units	1 covered or uncovered space per dwelling, in compliance with ~~Section 20.11.020~~Chapter 20.503 (~~Accessory Structures –~~ Accessory Dwelling Units).
Second Primary Units	1 covered or uncovered space per ~~dwelling~~bedroom, except where exempt, in compliance with Section 20.201.050.F.
Live/Work Units	1.5 spaces for up to 1,000 square feet of floor area in the living part of the unit, plus 0.5 additional space for every additional 500 square feet of floor area in the living part of the unit above the first 1,000 square feet
Group Homes and Facilities	1 space per bed plus 1 space per employee
Mobile Home Parks	1 covered and 1 uncovered space per dwelling, one uncovered guest space for every 5 dwellings and one recreational vehicle parking space for every 5 dwellings
Senior Housing Projects	1 covered space per dwelling, plus 1 uncovered guest space for every ~~10~~ 7 dwelling units, plus 1 uncovered space for each ~~2~~ employee~~s~~ (if any) during the largest shift.

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Residential Care Facilities~~, Small~~	1 space per every 4 beds plus 1 space per employee
~~Residential Care Facilities, Large~~Supportive Housing	
Transitional Housing	
Emergency Shelters	1 space per every 4 beds plus 1 space per employee
Caretaker Quarters	1 space per dwelling
Public and Quasi-Public Uses	
Places of Assembly	
Places of Worship, Community Scale	1 space per 3 fixed seats or 1 space for each 75-sq. ft. of non-fixed seating or assembly area, whichever is greater plus the requirements for incidental associated uses (i.e., offices, classrooms, etc.) or 1 space for each of 3 occupants to the maximum occupancy, whichever is greater. The number of spaces for Regional Scale Places of Worship shall be determined by a parking needs assessment.
Places of Worship, Regional Scale	
Places of Worship, Small Storefront	
Places of Worship, Large Storefront	
Clubs and Lodges	1 space for every 100-sq. ft. of assembly area, plus 1 space for each 250-sq. ft. for offices or 1 space for every 3 persons to the maximum occupancy, whichever is greater.
Cultural and Institutional Uses	
Live Theaters and Auditoriums	1 space per 3 fixed seats or 1 space for each 75-sq. ft. of non-fixed seating or assembly area, whichever is greater, or as determined by a parking needs assessment
Motion Picture Theaters	
Music/Comedy Venues	
Libraries	1 space for each 300-sq. ft. of floor area
Museums and Art Galleries	
Botanical and Zoological Gardens	As determined by a parking needs assessment
Health Services	
Hospitals	1.5 space for each 2 patient beds plus requirements for related out-patient health services as determined by a parking needs assessment
Medical Clinics and Labs	1 space for each 250-sq. ft. of floor area
Medical and Dental Offices	
Educational Uses	

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Schools, Public or Private	Nursery/Pre-Schools: 1 space for each employee plus 1 space for each 5 children at maximum capacity Elementary and Secondary Schools: 2 spaces for each classroom~~.~~. In addition, a dedicated pick-up and drop-off area shall be included large enough to minimize impact to public traffic flow. High Schools:~~-~~ 1 space for each staff/faculty member plus 1 space for each ~~6~~ 5 students (at maximum occupancy). In addition, a dedicated pick-up and drop-off area shall be included large enough to minimize impact to public traffic flow. Colleges and Universities: As determined by a parking needs assessment
Trade and Vocational Schools Schools for Personal Enrichment and Fulfillment	1 space for each staff/faculty member, plus one space for each ~~3~~ 2 students (at maximum occupancy)
Gym/Athletic Instruction Small/Boutique Fitness Studio	1 space for each 100 sq. ft. of floor area exceeding 1,500 sq.ft. ~~As determined by a parking needs assessment~~.
Child Care Services	
Family Day Care ~~Facilities~~Home, Small	None beyond the spaces required for the residence 1 ~~space for each staff member (a driveway may be used to fulfill this requirement) plus the requirements for the primary residential use~~
Family Day Care ~~Facilities~~ Home, Large	~~1 space for each employee, 1 space for each 10 students at maximum occupancy plus the requirements for the primary residential use~~ 2 drop-off spaces in addition to the spaces required for the residence.
Day Care Facilities~~, Employer Provided On-site~~	~~1 space per employee~~ 3 for each 1,000 150 sq. ft. of floor area
Other Community Services	
Emergency Shelters	1 space for every 4 beds, based upon maximum resident capacity
~~Social Services, Charitable Institutions and Services~~Nonprofit Orginzations and Human Services	1 space for each 250-sq. ft. of floor area
Public Safety Facilities	1 space per employee during the largest shift. Additional spaces may be required based upon the findings of a parking needs assessment
Correctional Institutions and Facilities	As determined by a parking needs assessment

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Cemeteries and Mausoleums	1 space per 4 visitors at maximum capacity, plus 1 per 250 sq. ft. of office space, or as determined by a parking needs assessment
Commercial Uses	
Retail	
Retail, General	1 space per ~~250~~333 sq. ft. of floor area[1]
~~Retail, Thrift and Secondhand Stores~~Thrift, Vintage and Consignment	
Animal Sales and Services	
Guns and Ammunition Sales	
Alcoholic Beverage Sales	
Pawn Shops	
Adult Oriented Businesses	
Indoor Swap Meet	
Mobile Home Sales	1 space for each 350-sq. ft. of floor area, plus 1 space for each 2,000-sq. ft. of outdoor display area, plus 1 space for each 500-sq. ft. of floor area used for vehicle repair, plus 1 space for each 300-sq. ft. of floor area used for parts and accessories sales
Shopping Centers	~~4~~3.33 spaces for each 1,000-sq. ft. of gross leasable floor area for centers up to 300,000 sq. ft. 3.~~75~~0 spaces for each 1,000-sq. ft. of gross leasable floor area for centers greater than 300,000 sq. ft.
Swap Meets	1 space for each 1,000-sq. ft. of outdoor display/activity area
Agricultural Product Stands	1 space per employee during the largest shift, plus adequate parking area to accommodate vehicles, machinery and equipment used in conjunction with the use
Vehicle Sales and Services	
Automobile and Vehicle Sales (including dealerships and auto malls)	1 space for each ~~350~~1,000-sq. ft. of floor area, plus 1 space for each 250-sq. ft. of showroom space, 1 space for each 2,000-sq. ft. of outdoor display area, plus 1 space for each 500-sq. ft. of floor area used for vehicle repair, plus 1 space for each 300-sq.

[1] A three spaces per 1,000 square feet for most non-residential uses will allow for changes in occupancy that do not trigger a different parking requirement.

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
	ft. of floor area used for back-room offices and parts and accessories sales
Automobile~~, Truck and Trailer~~ Rental Agencies	1 space for each 350-sq. ft. of floor area, plus 1 space for each 2,000-sq. ft. of outdoor display area. Required spaces designated for employees and customers shall not be used for vehicle display or storage.
Vehicle Parts and Accessories Sales	1 space for each 250-sq. ft. of floor area
~~Automobile, Light Truck and Van Cleaning~~Car Wash	Full-Service Facility: 1 space for every 3 employees during the largest shift, plus vehicle queuing capacity equal to 2 times the capacity of the washing operation (the length of the conveyor divided by 20) or 15 spaces, whichever is greater Self-Service and Coin-Operated Facilities: 2.5 spaces per washing stall, plus a 2-car queuing lane in front of each space
Bus and Large Truck Cleaning	As determined by a parking needs assessment
Vehicle Repair and Maintenance	One space for each 300-sq. ft. of GFA, plus one space for each service vehicle maintained on-site in conjunction with the use
Bus and Large Truck Repair and Maintenance	One space for each 300-sq. ft. of floor area, plus 1 space for each service vehicle maintained on-site in conjunction with the use. A minimum of 5 spaces shall be designed to accommodate bus and large truck parking.
Vehicle Towing Service	One space for each 350-sq. ft. of floor area, plus 1 space for each service vehicle maintained on-site in conjunction with the use plus on-site vehicle storage as needed. ~~Facilities containing on-site vehicle storage areas shall comply with the vehicle storage requirements of this table.~~
Gas and Service Stations	1 space for each 250-sq. ft. of floor area or 5 spaces, whichever is greater
Eating and Drinking Establishments	
Restaurant	**Standalone**: One space for each ~~100~~150 -sq. ft. of ~~public seating~~ gross floor area in new buildings. No parking is required for new restaurants with less than 3,500 square feet of gross floor area occupying space in an existing building; above that size, one space for each 150 sq. ft. ~~A minimum of 10 spaces shall be provided.~~ **In shopping centers** where restaurants occupy less than 25% of total floor area: 1 per ~~/~~250 sq. ft. of gross floor area, which may be provided as common or shared parking. When outdoor seating reduces or eliminates on-site parking, the number of spaces

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
	required for indoor seating shall be reduced by the number of spaces needed for the outdoor seating, calculated as one space per 100-sq. ft. of seating area.
Restaurant, Drive-Thru Facility	One space for each ~~100~~175-sq. ft. of gross floor area area (1 per ~~/~~150 sq. ft. for drive-thru facilities with less than 2,500 sq. ft. of gross floor area). A queuing lane sufficient in length to accommodate 5 vehicles at the point of food ordering shall be provided. A traffic analysis may be required to determine drive-thru queuing requirements based on the business model of the restaurant subject to approval by the City Traffic Engineer.
Bars, Nightclubs, and Lounges Cigar ~~and Vaping~~ Lounges and Hookah Bars	One space for ~~each 75 SF~~ each 100 sq. ft of ~~public seating~~gross floor area. ~~A minimum of 10 spaces shall be provided.~~
Transient Occupancy	
Bed and Breakfast and Boarding House	One space for each guestroom, plus 2 covered spaces for resident manager
Hotels and Motels	1 space for each guestroom, plus 1 space for every 3 employees during the largest shift. Reduced to 0.75 for each guestroom plus 1 space for every 3 employees in Mixed Use Zones.
Commercial Services	
Offices, Professional/Business Offices, Service Personal Services Personal Services, Restricted Business Support Services Banks, Retail ~~Check Cashing Services~~ Non-traditional Financial Institutions ~~Payday Advance Services~~ ~~Cyber Cafés~~ Day Spas	1 space for each ~~250~~333-sq. ft. of floor area
Funeral Parlors, Mortuaries and Crematories	1 space for each 150-sq. ft. of public assembly area, plus 1 space for each employee, plus 1 space for each vehicle maintained on-site in conjunction with the use
Entertainment-Related Services	

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Motion Picture Production and Distribution Services	As determined by a parking needs assessment
Recording Studios Broadcasting Studios	1 space per 350 sq. ft. of floor area
Recreational Uses	
Commercial Recreation Commercial Recreation, Small	1 space for each 100 sq. ft. of floor area exceeding 1,500 sq.ft. ~~As determined by a parking needs assessment~~
Fairgrounds	As determined by a parking needs assessment
Golf Courses	6 spaces for each hole
Outdoor Golf Courses, Miniature	2 spaces for each hole, plus 1 space for each 2 employees on maximum shift and 1 space for each 300-sq. ft. of floor area for other on-site uses or activity space.
Parks and Recreational Facilities	As determined by a parking needs assessment
Pistol, Skeet, Rifle and Archery Ranges	1 space per station plus 1 space for each employee on maximum shift or as determined by a parking needs assessment
Sports Stadium or Arenas	~~1 space per 4 seats or~~ aAs determined by a parking needs assessment
Amusement or Theme Park	As determined by a parking needs assessment
Industrial	
Manufacturing and Processing and Multi-tenant Space for Industrial Uses	
Manufacturing and Processing, Light Manufacturing and Processing, General Manufacturing and Processing, Heavy Manufacturing and Processing, Outdoor	Manufacturing: 1 space for each 600-sq. ft. of floor area Storage: 1 space for each 1,000-sq. ft. of floor area for the first 20,000 sq. ft., 1 space for each 2,000-sq. ft. of floor area for the second 20,000 sq. ft., and 1 space for each 4,000-sq. ft. of floor area in excess of the initial 40,000 sq. ft.
Flexible Industrial Space	Flexible Industrial Space: 1 space for each 600 sq.ft. of floor area. Office and Research & Development (R&D) Space: 1 space for each ~~250~~333-sq. ft. of floor area. If the maximum office and R&D buildout is not specified, office and R&D area shall be assumed as follows: buildings with GFA of 0 to 15,000 sq. ft – 15% of GFA shall be counted toward office; buildings and 10% for R&D; with GFA of 15,001 to 50,000 SF – 10% of GFA shall be counted toward office and 10% for R&D; and buildings with GFA of more

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
	than 50,000 SF – 5% of GFA shall be counted toward office and 5% for R&D.
Business Parks	1 space for each ~~400~~450-sq. ft. of floor area
Food Preparation	1 space for each ~~300~~350-sq. ft. of floor area
Hazardous Materials	
Hazardous Waste Collection	1 space per employee on the largest shift or as determined by a parking needs assessment
Hazardous Waste Treatment and Disposal	
Household Hazardous Waste Collection Center	
Recycling	
Recycling Facilities, Small Collection	1 space per employee on the largest shift
Recycling Facilities, Large Collection	
Recycling Facilities, Light Processing	
Recycling Facilities, Heavy Processing	
Recycling Facilities, Material Recovery (MRF)	
Recycling Facilities, Reverse Vending Machines	
Warehousing and Storage	
Warehousing, Very Light (< 25,000 sq. ft.)	1 space for each 1,000-sq. ft. of floor area for the first 20,000 sq. ft., 1 space for each 2,000-sq. ft. of floor area for the second 20,000 sq. ft., and 1 space for each 4,000-sq. ft. of floor area in excess of the initial 40,000 sq. ft.-plus one space for tractor-trailer parking per 2 dock-high loading docks.
Warehousing, Light (25,000 to 50,000 sq. ft.)	
Warehousing, General (> 50,000 sq. ft.)	
Public/~~Mini~~ Self Storage	1 space per 100 storage units or 5 spaces, whichever is greater
Other Industrial	
Equipment Rental and Sales, Light Equipment	1 space per 350 sq. ft. of floor area
Equipment Rental and Sales, Heavy Equipment	
Natural Resource Extraction	As determined by a parking needs assessment
Agricultural and Open Space	
Crop Cultivation	Parking area sufficient in size to accommodate each employee during the largest shift, plus adequate parking area to accommodate vehicles, machinery and equipment used in conjunction with the use
Agricultural Processing, On-Site	5 spaces plus 1 space per employee during the largest shift

TABLE 20.511-1 OFF-STREET PARKING REQUIREMENTS

Uses, Activities and Facilities	*Number of Required Parking Spaces (all spaces are uncovered unless otherwise noted)*
Dairies	1 space for each employee during the largest shift, plus 1 space per motor vehicle used in conjunction with the use
Ranches	
Slaughter Houses	
Stables, Commercial	1 space for each 5 horses boarded
Stables, Private	None
Transportation, Telecommunications and Utilities	
Airport	As determined by a parking needs assessment
Heliports	
Transportation Terminals	
Weigh Stations	1 space for each 350-sq. ft. of floor area, plus 1 space for each employee during the largest shift, plus 1 space queuing lane in front of each scale designed to accommodate a large truck
Utilities, Major	As determined by a parking needs assessment
Utilities, Minor	
Wireless Facilities	

20.511.040 – General Parking Regulations

A. **General Requirements.**

1. All off-street parking facilities required by this chapter shall be designed and maintained to be fully usable for the duration of the use requiring such facilities.
2. On-street parking along public streets cannot be used for any calculation of parking requirements ~~except as specified for the Downtown overlay district.~~
3. Areas required to meet applicable parking requirements may not be used for any purpose other than parking.
4. Off-street parking facilities may not be used for the overnight parking and/or storage of recreational vehicles except in accord with the provisions of Section 20.511.050 (A)(9) (Recreation Vehicle Parking Standards).~~.~~
5. Off-street parking and loading spaces established as of the effective date of the ordinance codified in this chapter shall not be reduced in number during the life of such building or land use below that which would be required for a new building or use of a similar type under the

requirements of this chapter. All such off-street parking and loading spaces shall remain permanently available and accessible for the parking or loading of vehicles by occupants of the property, except that any surplus spaces may be rented out to non-occupants or otherwise made publicly accessible with the provision that such spaces must be vacated on 30 days' notice if they become needed by occupants of the property.

6. Changes in use in an existing building that create an increase of 10 or fewer required parking spaces, calculated in accordance with Section 20.511.030 (Number of Parking Spaces Required), shall not be required to provide additional on-site automobile parking according to the provisions of this chapter.

7. No area may be used and counted both as a required parking space and a required loading space. Maneuvering aisles and driveways cannot be used to provide required parking spaces and required loading spaces.

B. **Parking for Persons with Disabilities.**

1. Parking for persons with disabilities shall be provided in accordance with California Code of Regulations Title 24 for each public parking area serving clients, guests or employees. Such spaces will be counted towards the parking requirements of this chapter.

2. The minimum number of ~~disabled~~ accessible parking spaces provided shall be as shown in Table 20.~~18~~511-2 (Minimum Number of Required ~~Disabled~~ Accessible Parking Spaces).

TABLE 20.511-2 MINIMUM NUMBER OF REQUIRED ~~DISABLED~~ ACCESSIBLE PARKING SPACES

Total Number of Parking Spaces Required	*Minimum ~~Disabled~~ Accessible Parking Spaces Required*
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1001 and over	20 plus 1 for each 100 or fraction thereof over 1,001

3. All parking spaces for the ~~physically handicapped~~persons with disabilities shall be striped and marked in accordance with State standards.

4. Surface slopes of the ~~disabled~~ accessible parking spots and required access aisles ~~shall be kept to a minimum and~~ shall not exceed one unit vertical to 50 units horizontal (2 percent slope) in any direction.

5. All parking spaces for persons with disabilities shall be located in accordance with State law, as close as possible to the entrance(s) to the use which they are intended to serve, and oriented so that the user of the parking space need not go past the rear of automobile parking spaces in order to reach the building's entrance.

6. Buildings with multiple entrances shall have ~~disabled~~ accessible parking spaces dispersed so that ~~disabled~~ accessible parking spaces are located near all entrances.

C. **Compact Parking Stalls.**

1. Compact parking stalls may be provided at a maximum rate equal to 25 percent of the total required parking spaces.

2. All parking spaces for compact cars shall be clearly marked with the word "Compact" either on the wheel stop or curb, or on the pavement at the opening of the space.

3. Compact parking spaces shall be reasonably dispersed throughout the parking area, subject to review and approval by Director of ~~Community~~ Development Services.

D. **Nonconforming Parking Facilities**. Existing land uses with off-street parking and loading facilities that do not conform to the requirements of this chapter may be enlarged or expanded; provided that additional parking and loading facilities shall be added so that the enlarged or expanded portion of the building conforms to the requirements of this chapter, subject to the applicable provisions for nonconforming uses and structures in Chapter 20.510 (Nonconforming Uses, Structures, and Parcels) and the exclusion of changes in use that would require less than 10 spaces.

E. **Off-Site Parking.** Required parking spaces shall be provided on the same building site as the use it is intended to serve. However, the City may approve required parking off-site if ~~guarantees are~~ a lease agreement is recorded ~~to assure~~ that documents the availability of the off-site parking spaces for the duration of the use that it is to serve. A copy of the lease agreement shall be provided to the Director of Development Services prior to issuance of a Certificate of Occupancy. Newly constructed off-site parking may not be located in a zoning district in which the principal use served by the parking is prohibited. In no case shall off-site parking be located more than ~~250~~ 500 feet from the building site of the use that it is intended to serve in non-residential zoning districts, except that employee spaces may be located 1,500 from the building site.

F. **Reductions to the Required Number**. The Director of Development Services or the Planning Commission, whoever has final approval authority, may grant a reduction in the amount of required on-site parking when one or more of the following conditions exist:

1. **Shared Parking**. Multiple uses may use joint parking facilities when operations for the respective uses are not normally conducted during the same hours, or when hours of peak use

differ, subject to the requirements of Government Code Section 65863.2. Spaces in shared parking facilities shall count toward meeting on-site parking requirements. Requests for the use of shared parking must meet the following conditions:

~~A parking demand study has been prepared which demonstrates that there will be no substantial conflicts between the subject uses with regard to principal hours of operation and periods of peak parking demand.~~

a. ***Calculation of Parking Requirement for Shared Parking.*** Within a shared parking environment, peak period parking demand shall be calculated by estimating the parking demand for all uses at the combined peak period of demand for the site. The estimated parking demand for each use shall be calculated for each hour of a 24-hour period, based on the percent of peak demand for each hour. The hourly demand for all uses shall be totaled for each hour, and the greatest resulting hourly demand shall be the required number of parking spaces. This required number may be reduced or increased. The hourly demand for each use shall be based on the most recent edition of Parking Generation published by the Institute of Transportation Engineers, Shared Parking, published by the Urban Land Institute, or other equivalent information from the National Parking Association, the International Council of Shopping Centers, or the Urban Land Institute.

b. ***Location of Joint Parking Facility.*** The proposed joint parking facility is not located further than 1,000 feet walking distance from the uses which it serves for facilities serving visitors and customers and 2,000 feet- for- facilities for employee parking. Shared parking sites that are more than 2,000 feet walking distance from the uses served may be approved if there is a plan for shuttles or other accommodation to move between the parking site and the uses served.

c. ***Conversion of Existing Parking Facilities for Shared Use.*** An existing parking facility is not required to be maintained for the exclusive private use of the land use for which it was constructed as accessory parking. A property owner may submit to the Director of Development Services a parking inventory and occupancy study of off-street parking and on-street parking in the vicinity of the project, conducted by an independent transportation planning and/or engineering consultant, to demonstrate that a certain share of the existing parking spaces on ~~his/her~~ their property are infrequently utilized. On the basis of this study, the Director may grant the property owner authorization to dedicate the underutilized portion of ~~his/her~~their off-street parking to other, non-accessory uses, including leasing such spaces to other individuals, or to other property owners or developers of projects within a one-quarter mile walking distance of the facility to provide some or all of their required off-street parking obligations.

d. ***Shared Parking for Residential Development.*** For shared parking for residential development of 10 units or more or 18,000 square feet or more, the City shall notify property owners within 300 feet of the development of the shared parking proposal, and property owners have 14 days to request a public hearing before the Planning Commission, which shall then have final authority to approval or deny a shared parking agreement.

e. ***Conditions of Approval.*** Conditions of site approval for a new joint parking facility shall ensure continued availability of the joint parking facilities for all users. If off-site, a copy of the lease agreement shall be provided to the Director of Development Services prior to issuance of a Certificate of Occupancy. Newly constructed off-site joint parking facilities may not be located in a zoning district in which the principal use served by the parking is prohibited. The City shall not require the curing of a preexisting deficit in the number of parking spaces on a site as a condition of approval of a shared parking agreement.

2. **Low Demand**. The number of parking spaces required by this chapter may be reduced if it can be demonstrated that the use will not utilize the required number of spaces due to the nature of the specific use, or the manner in which the specific use is conducted.

3. **Transportation Demand Management Plan**. The number of required parking spaces may be decreased, subject to the approval of a Transportation Demand Management Plan that is~~,~~ prepared in accordance with standards set forth by the City Traffic Engineer and adopted by resolution of the City Council.

4. **Bus Stop/Transportation Facility Credit**. A commercial or multiple family development project located within 400 feet of a bus stop may reduce the number of required parking spaces by up to 5 percent with approval of a site approval. If a commercial or multiple family development project is located within 400 feet of a bus transportation facility, the project may reduce the number of required parking spaces by up to 10 percent with approval of a site approval. A transportation facility is defined as a place where more than four bus routes converge and where passenger amenities, such as trash receptacles, benches and covered waiting areas are also located.

5. **Mixed Use Projects**. A ~~mixed use~~mixed use project with both commercial and residential units may reduce parking requirements up to 50 percent for either the commercial or residential use, whichever parking requirement is smaller, based on a shared parking study. A ~~mixed use~~mixed use project with both office and commercial uses may reduce parking requirements up to 75 percent for either the office or residential uses, whichever parking requirement is smaller, based on a shared parking study with approval of a site approval if the Planning Commission makes the following findings in addition to the findings otherwise required:

   a. That a shared parking study justifies the proposed reduction in the parking requirements and, as necessary, adequate measures will be put in place to reduce parking demand, such as promoting use of public transit, bicycling, and walking, and allowing telecommuting; and

   b. That the reduction or elimination of the required parking spaces will not substantially reduce the availability of on-street parking for the occupants of nearby commercial, office, and/or residential buildings.

6. **Affordable Housing Projects.** Where an applicant can demonstrate to the satisfaction of the Planning Commission that variations in the number of spaces or the standards or dimensions otherwise required by this Chapter are warranted for affordable housing, an alternative parking area design and loading plan may be allowed with site approval. To grant such a variation, the

Planning Commission must make the following findings in addition to the findings otherwise required for a site approval:

a. That the applicant qualifies for reduced parking under Section 65915 of the Government Code; or

b. That the applicant has convincingly demonstrated that the alternative plan is a superior solution and the requested modifications in the design and parking area layout standards are warranted as a development incentive and waiver of standards to be able to reduce development costs and as a consequence of provide affordable housing; and

c. That the alternative parking arrangement will be in place at all times during operation and life of the principal uses to be served by the parking (a minimum of 45 years for for-sale projects and a minimum of 75 years or as long as the property is in residential use, whichever is greater, for rental projects).

20.511.050 – Parking Design Standards

A. **Dimensions.**

1. **Standard Spaces.** Standard parking spaces shall have a minimum dimension of 9 feet in width by 19 feet in length, except for parallel stalls which shall have a minimum dimension of ~~for angle spaces and~~ 8 feet in width by 22 feet in length. ~~for parallel space.~~

2. **Compact Spaces**. Compact spaces shall have a minimum dimension of 8.5 feet in width by 17 feet in length.

3. **Covered Spaces**. Parking spaces in carports shall have a minimum dimension of 9 feet in width by 19 feet in length, unless they are located adjacent to a supporting post or column where they shall have a minimum dimension of 9.5 feet in width by 19 feet in length.

4. **Uncovered Spaces.** Uncovered parking spaces for accessory dwelling units shall have a minimum dimension of 9 feet in width by 19 feet in length. These spaces may be provided as tandem spaces.

5. **Aisle Widths and Parking Space Widths~~,~~.** Minimum angles and parallel parking stall dimensions are shown in Table 20.~~18~~4511-3 and Figures 20.~~1850~~911-1 and 20.~~18~~511~~09~~-2.

6. **Large Parking Lots.** If on-site parking for more than 250 spaces is needed, such parking facilities shall be located or screened such that it is not highly visible from public rights-of-way~~,~~; shall be provided within buildings or parking structures, or in separate lots that are each less than two acres in size~~,~~; or shall be otherwise covered by a structure that serves a non-parking function, such as solar panels, recreational facilities, roof deck, or green roof. These standards do not apply to shopping centers.

7. **Overhang.** Parking stall lengths, except for parallel spaces, may be reduced by two feet where the parking stall is designed to abut a landscape area a minimum of five feet wide or a pedestrian walkway, such that the front of the vehicle can overhang~~d~~ the landscape area and there is no

impact on the minimum required 4-foot width of unobstructed circulation in pedestrian walkways.

8. **Spaces Abutting Walls or Posts.** For each side of a parking space abutting a wall or post, an additional foot of width shall be provided.

9. **Recreation Vehicle Parking Standards.** The off-street parking of operable recreational vehicles, boats, and trailers in residential districts shall be allowed as follows:

   a. No recreational vehicle, boat, or trailer that exceeds 2.5 tons in dry weight, 36 feet in length, or 14 feet in height, not including rooftop equipment, shall be parked, stored, or loaded in a Residential zoning district.

   b. Permitted recreational vehicles may be parked, stored, or loaded on an approved parking space, in any location in which passenger vehicles may be parked, stored, or loaded, as long as it does not block the sidewalk and/or driveway. Further, recreational vehicles may be parked, stored, or loaded in other locations as indicated below, provided that no other location on the site ordinarily available for vehicle parking can accommodate the recreational vehicle because access to those locations is blocked by a permanent building element such as a structural wall, an eave, or a roof. These locations are:

      i. In areas blocking access to required parking spaces, provided that the spaces being blocked are for a single-family dwelling only and the owner of the recreational vehicle resides in that dwelling; and

      ii. In the side yard setback area, provided that:

      iii. The recreational vehicle is located as far as physically feasible from the side lot line, consistent with requirements for light and ventilation into adjoining rooms.

      iv. The recreational vehicle is located as far to the rear of the lot as is physically consistent with maintaining access to the garage.

10. **Garage Spaces.** Parking spaces in a garage that are counted towards required parking shall be as follows:

   a. Each space shall have a minimum open interior dimension of 10 feet in width by 20 feet in length.

   b. For-sale residential units with a one-car garage shall have a minimum open interior dimension of 11 feet in width by 20 feet in length.

   c. For-rent residential units with a one-car garage shall have a minimum open interior dimension of 10 feet in width by 20 feet in length.

TABLE 20.511-4 MINIMUM ANGLED AND PARALLEL PARKING STALL DIMENSIONS

Angle A	*Stall Width B*	*Stall Depth C*	*Aisle Width (One-Way) D*	*Aisle Width (Two-Way)*
90°	9 feet	19 feet	26 feet	26 feet

60°	9 feet	~~17~~18 feet	~~17~~18 feet	24 feet
45°	9 feet	~~19~~18 feet	~~11~~15 feet	~~24~~23 feet
30°	9 feet	~~17~~18 feet	~~9~~12 feet	~~24~~22 feet
0° (parallel)	8 feet	22 feet	~~11~~12 feet	~~24~~22 feet

Note: Parallel accessible spaces shall be a minimum of 9 feet wide and 24 feet long and 26 feet for fire aisles.

FIGURE 20.511-1 MINIMUM ANGLED PARKING STALL DIMENSIONS

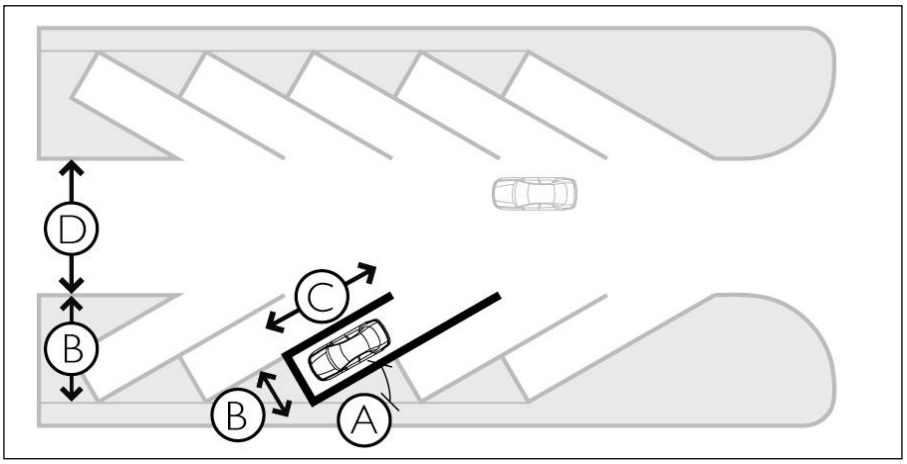
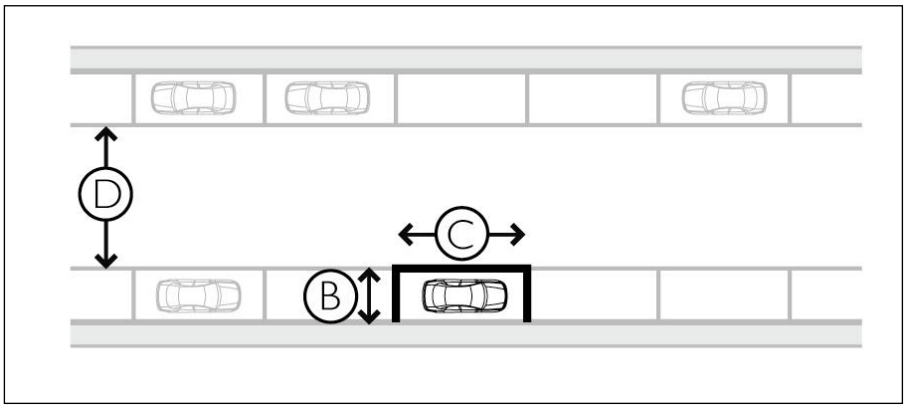


FIGURE 20.511-2 MINIMUM PARALLEL PARKING STALL DIMENSIONS



B. **Location of Parking Areas and Spaces.**

1. Setbacks of parking stalls and drive aisles from property lines and buildings shall be as provided in Table 20.~~1850918~~511--5 (Parking and Drive Aisle Setbacks, Minimum).

2. Carpool and vanpool spaces should be located as close as possible to the primary employee entrance(s) of the user(s) which they are intended to serve.
3. Parking spaces for multiple unit residential dwellings shall be located within 150 feet from the dwelling unit (front or rear door) for which the space is provided.
4. For residential development at densities exceeding 16 units per acre, including residential uses in mixed use development, required off-street parking located in the front half of a lot or within 25 feet of the side street on a corner lot shall be covered with a carport, garage or roofed structure. Other spaces may be uncovered if located in the rear half of the lot or site or when more than 25 feet from a side street. On larger sites with 10 or more dwelling units, uncovered spaces are allowed if setback at least 50 feet from a front property line and 25 feet from a street side property line and screened by a wall or landscaping so as not to be visible from a public street.

TABLE 20.511-5 PARKING AND DRIVE AISLE SETBACKS, MINIMUM

	Multi-Family Residential and Commercial Zones	*Industrial Zones*
Parking Stall or Drive Aisle to Street Property Line	10 feet	10 feet
Parking Stall or Drive Aisle to Interior Side or Rear Property Line	5 feet	5 feet
Parking Stall or Drive Aisle to Interior Side or Rear Property Line (Private Areas)	N/A	0 feet
Parking Stall to Building	5 feet	N/A
Parking Stall to Building (Private Areas)	N/A	0 feet
Drive Aisle to Building	10 feet	N/A
Parking Stall or Drive Aisle to Building (at Office/Wall)	N/A	10 feet/5 feet
Parking Stall or Drive Aisle to Building (Private Areas)	N/A	0 feet

C. **Striping and Identification.**

1. All automobile parking spaces shall be clearly outlined with double lines painted on the surface of the parking area, with a line located nine inches from each side of the stall sidelines. The striping shall be permanently maintained in a clear and visible manner.
2. All spaces reserved for carpools and vanpools shall be clearly marked with the words "Carpool Only" or "Vanpool Only," as applicable, on either the wheel stop or curb at the back of each space, or on the pavement at the opening of the space.

3. Within multiple family residential developments, required guest parking spaces shall be clearly marked with the word "Guest" either on the wheel stop or curb at the back of each space, or the pavement at the opening of the space.

D. **Pedestrian Access.**

1. Commercial and office developments with more than ~~100~~50 parking spaces shall include pedestrian walkways at a minimum unobstructed width of 4 feet and be ~~hard-surfaced~~firm, stable and slip-resistant to improve pedestrian safety when walking between the parking area and the commercial or office development.

2. The design of the pedestrian walkway shall be distinctive to set it apart from the parking area and other paved surfaces through the use of elevation changes, curb separation, different paving material, or similar method.

3. Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it must be raised and separated from the travel lane by a raised curb at least six inches high, bollards, or other physical barrier.

E. **Motorcycle Parking.** There shall be a credit of one automobile parking space for every four motorcycle parking spaces provided, not to exceed five percent of the total number of automobile parking spaces required. Motorcycle parking spaces shall be no less than four feet wide by eight feet long with an aisle width of no less than 10 feet and shall be clearly marked.

F. **Surfacing.**

1. All permanent parking spaces and drive aisles shall be paved with asphalt, concrete or other all-weather surface, subject to approval by the Director of ~~Community~~ Development Services and the City Engineer.

2. Permeable paving materials such as porous concrete/asphalt, open-jointed pavers, turf/gravel grids are a permitted surface material, except for accessible parking spaces and access aisles.

3. The use of light-colored materials to help reduce surface temperatures is encouraged.

G. **Perimeter Curbing.** A six-inch wide and six-inch high concrete curb shall be provided along the outer edge of the parking facility pavement, except where the pavement abuts a fence or wall. Curbs separating landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.

H. **Heat Island Reduction.** A heat island is the increase in ambient temperature that occurs over large paved areas compared to natural landscape. In order to reduce ambient surface temperatures in parking areas with more than 50 spaces, at least 50 percent of the areas not landscaped shall be shaded, paved with light colored materials with a Solar Reflectance Index of at least 29, or a combination of shading and light-colored materials.

1. Shade may be provided by canopies, shade structures, trees, or other equivalent mechanism. If shade is provided by trees, the amount of required shading is to be reached within 15 years. To the extent maximizing the shading effect causes the trees to be placed in different locations than would otherwise be required, the placement required by this section controls.

2. Trees selected must be approved by the City.

I. **Wheel Stops and Curbs.**

1. Drive aisles and parking surfaces contiguous with planter areas shall have a six-inch raised curb separation, constructed per City standards. Where planter areas are used to facilitate drainage and water quality treatment, a flush curb may be approved and wheel stops provided in lieu of a raised curb, at the discretion of the Director of ~~Community~~ Development Services.

2. All parking spaces located adjacent to buildings or walls shall have concrete wheel stops located a minimum of 2 feet from the building or wall.

3. All parking spaces adjacent to sidewalks, pedestrian circulation paths, and accessible routes shall have wheel stops located a minimum of 2 feet from the curb face.

J. Tandem **Parking for Multi-family Residential Development.** Required parking for multi-family residential development may be arranged as tandem spaces; provided, that pairs of spaces in tandem are assigned to the same residential unit or to employees of the same nonresidential establishment, or that a full-time parking attendant supervises the parking arrangements during periods of peak demand for the uses served. The required stall width, stall length, and aisle width shall apply to tandem spaces, except that the stall length shall be doubled for each pair of tandem spaces.

K. **Maintenance.** All parking facilities shall be permanently maintained, free of weeds, litter and debris.

L. **Passenger Loading Areas.**

1. Passenger loading areas shall be provided for any building or building complex that will generate 100 or more employees at maximum occupancy. Such areas shall be located convenient to the primary employee entrance(s) of the user(s) that they are intended to serve and shall be so designated either by signs or painted pavement.

2. Passenger loading areas shall be designed such that vehicles can safely stop and discharge passengers, and shall comply with accessibility requirements in the current version of the California Building Code.

M. **Lighting.**

1. Parking facilities for multiple family residential, mixed use, commercial, and industrial developments shall be provided with nighttime security lighting designed to confine emitted light to the parking areas. This requirement does not apply to facilities serving four or fewer residential units.

2. The lighting system shall provide not less than one footcandle and not more than five footcandles overall average illumination with a minimum of one-fourth footcandles on the parking surface.

3. All parking area lighting shall meet applicable energy efficiency requirements of the Building Code.

4. All lighting shall be shielded to confine direct rays to the premises. No spillover light shall be permitted beyond the lot lines except onto public sidewalks and streets.

5. Parking facilities for commercial and industrial uses shall be lighted from dusk to the termination of business every operating day.

6. Parking facilities for multiple unit residential developments shall be lighted from dusk until dawn every day.

N. **Screening.**

1. All unenclosed off-street parking areas shall be screened from view of the street by either a 3 feet high decorative masonry wall (decorative treatment shall occur on both sides of the wall) or a combination of both decorative wall and landscaped berm as determined by the Director of ~~Community~~ Development Services.

2. Other screening methods, such as landscaping (e.g. plantings of evergreen trees and shrubs, densely planted hedges) may be approved by the Director of ~~Community~~ Development Services.

3. Within commercial and industrial zoning districts, parking areas that abut residentially zoned property shall be screened by a row of densely planted evergreen trees or similar landscaping. The type, size and spacing of tree shall be subject to review and approval by the Director of ~~Community~~ Development Services.

O. **Access to Right-of-Way**. Any parking lot or loading facility with vehicular access to or across a public right-of-way shall meet the following standards:

1. All parking areas shall provide suitable maneuvering room so that all vehicles may enter and exit an abutting street in a forward direction.

2. No parking space shall be located so that a vehicle will be required to maneuver for position to enter or exit the space within 30 feet of a vehicular entrance from a primary or secondary arterial street, or within 20 feet of a collector or local street.

3. Access to driveways shall be minimized when possible between adjacent uses. Joint access ways serving adjacent uses are encouraged as a means to minimize curb cuts and avoid breaks in the continuity of street frontages.

P. **Driveways.**

1. Driveways for ~~single family~~single-family residences shall have a minimum width of 10 feet.

~~1.~~a. These driveways may be widened to provide additional uncovered off-street parking.

2. All other driveways or aisles shall have a minimum width of 12 feet for one-way traffic and 20 feet for two-way traffic. If the parking facility contains fewer than 10 parking spaces, the width of a one lane driveway may be reduced to 10 feet and the width of a two-way driveway to 18 feet.

3. A residential lot with vehicular access from a major, primary, or secondary arterial shall provide a circular driveway or turnaround so that vehicles may enter and exit the street in a forward motion.

20.511.060 – Alternative Compliance with Parking Requirements

A. **Alternative Parking and Loading Plan.** Where an applicant can demonstrate to the satisfaction of the Planning Commission that variations in the physical dimensions otherwise required by this chapter are warranted for uses with unique needs or in order to achieve design objectives of the General Plan, including but not limited to achieving certification under the LEED™ Green Building Rating System or equivalent, an alternative parking area design and loading plan may be allowed with approval of a conditional use permit. To grant such a conditional use permit, the Planning Commission must make the following findings in addition to the findings otherwise required:

1. That the applicant has convincingly demonstrated that the alternative plan is a superior solution and the requested modifications in the design standards of this chapter are warranted; and

2. That the alternative parking arrangement will be in place at all times during operation of the principal uses to be served by the parking.

B. **Valet Parking.** Valet parking may be permitted as a means of satisfying all or a portion of the off-street parking requirement for retail commercial and office development. Valet parking may be used to accommodate more parking spaces on the site of the principal use served by the parking than could be accommodated in conformance with the design standards of this chapter. It may also be used to provide off-site parking. No valet parking shall cause interference with the public use of rights-of-way or imperil public safety.

20.511.070 – Bicycle Facilities

A. **Parking for Bicycles. General Requirement.**

1. Bicycle parking shall be required when:

   a. A building is constructed;

   b. An existing building, including a legal nonconforming structure, is enlarged by more than 10 percent for any purpose; or

   c. The use of any building or portion thereof is changed to one requiring the issuance of a conditional use permit and then only to that portion of the building subject to the change of use.

   ~~A.~~d. No bicycle parking is required for a single-family residence or duplex.

2. Bicycle parking spaces shall be provided at a rate equal to 5 percent of the total required parking spaces. Spaces shall be in the form of racks (for more transient use) or lockers (for long-term use by employees).

~~1.~~3. Bicycle parking shall be located in highly visible locations and weather protected areas.

~~2.~~4. Bicycle and automobile parking areas shall be separated from one another by a physical barrier or sufficient distance to protect bicycles and their rider's from damage by maneuvering automobiles.

~~3.~~5. All bicycle parking and storage areas shall be paved with asphalt, concrete or other all-weather surface, subject to approval by the Director of ~~Community~~ Development Services and the City Engineer.

B. **Design Standards**

~~a.~~1. Direct access from the bicycle parking to the public right-of-way shall be provided by means of access ramps, if necessary, and pedestrian access from the bicycle parking area to the building entrance shall also be provided.

~~b.~~2. Where bicycle parking is not directly visible and obvious from the right-of-way, signs shall be provided, except that directions to long-term bicycle parking may be posted or distributed by the building management, as appropriate.

~~c.~~3. Bicycle parking must be separated from automobile parking by a sufficient distance to prevent damage from moving automobiles or their loading and unloading. The Director of Development Services may require a barrier or curb between bicycle and automobile parking areas on constrained sites.

~~d.~~4. Bicycle parking may be provided inside a building provided it is easily accessible from a building entrance and a bicyclist does not have to use stairs to reach it.

~~e.~~5. The placement of bicycle parking, bicycle rack elements and bicycle lockers shall not interfere with pedestrian circulation.

~~B.~~C. **Removal of Abandoned Bicycles**. Property owners shall remove abandoned bicycles associated with their property on a quarterly basis after posting a notice of removal warning on such bicycles for one month. This requirement shall not preclude provision of seasonal bicycle storage.

20.511.080 – Parking Structures

A. **Maximum Height**. Parking structures shall comply with the building height requirements of the applicable zoning district.

B. **Setbacks.**

1. Above-ground parking structures shall comply with all setback requirements of the applicable zoning district.

2. Subterranean parking may be located within any required setback area.

C. All openings for parking structure ingress and egress that face a public street shall be setback a minimum of 30 feet from the street property line.

D. Stairwells within parking structures shall be substantially open so as to facilitate casual observation.

E. Safe pedestrian connections shall be maintained between the parking structure and the building(s) it serves.

F. All exterior walls of the structure shall be furnished with material so as to maintain a common architectural character with the building(s) served by the parking structure.

G. Parking structure facades shall be broken-up through the use of textured concrete on exterior walls, the incorporation of planters and trellises at each parking level, and other architectural treatments to minimize large blank walls without architectural relief.

H. At ground level, the perimeter of the parking structure shall be landscaped with a minimum of one tree for every 15 feet of linear distance of structure facade in addition to required streetscape landscaping. Groundcover and shrubs shall also be provided to break-up the mass of the structure.

I. Parked vehicles at each level within the structure shall be shielded from view from adjoining streets through the use of architectural appurtenances and landscaping.

J. Parking structures that provide 100 or more spaces, or are 3 levels or more shall include an electronic parking management system that helps identify and guide users to available parking spaces within the structure.

20.511.090 – Off-Street Loading

A. **General Requirements.**

1. ***Off-Street Loading Spaces Required.*** Off-street freight and equipment loading spaces shall be provided for all hospitals, schools, institutions, commercial and industrial land uses.

2. ***Minimum Number of Spaces***. The minimum number of loading spaces per building shall be as shown in Table 20.~~18~~511-7 (Required Loading Spaces) or as determined necessary by the approving authority.

TABLE 20.511-7 REQUIRED LOADING SPACES

Land Use	*Total Gross Floor Area*	*Required Loading Spaces per Building*
Commercial and Office	Less than 10,000 sq. ft.	none
	10,000 sq. ft. to 30,000 sq. ft.	1
	30,000 sq. ft. to 50,000 sq. ft.	2
	50,000 sq. ft. to 75,000 sq. ft.	3
	> 75,000 sq. ft.	4
Industrial	< 20,000 sq. ft.	1
	20,000 sq. ft.+	2 plus one for each additional 20,000 sq. ft. or faction thereof;

one loading space for each loading bay

3. ***Trailer Parking/Waiting Space Required***. Industrial developments having two or more dock-high loading spaces shall provide one trailer parking/waiting space, for each two dock-high loading bay, minimum 12 feet wide by 45 feet long, and a minimum height clearance of 14 feet.

4. Aisles between truck parking areas shall be a minimum of 55 feet wide.

5. On-site driveways and maneuvering areas may be used in lieu of one of the required off-street loading spaces required as long as maneuvering areas for delivery vehicles are provided.

B. **Dimensions.**

1. Minimum loading space shall be 12 feet in width, 45 feet in length, and 14 feet in vertical clearance.

2. Deviations from the minimum maneuvering standards may be granted by the approving authority if it can be shown that the spatial needs are less than the minimum required due to the truck size and type that will be utilized in the operation of a specific business. In permitting such deviation(s), a covenant of restriction to run with the land shall be recorded that specifies limitations relating to truck size and/or type.

C. **Location.**

1. Loading areas shall be designed to provide for backing and maneuvering on-site, and not from a public street.

2. Loading and maneuvering areas shall not encroach into required front yard setback areas, and a minimum 10-foot-wide setback shall be maintained along all interior lot lines.

3. Loading docks and doors shall only be permitted within the interior side or rear yard area, except that the approving authority may authorize loading activities facing a local or collector street for industrial buildings that are designed for rail service. The approving authority may also authorize loading activities facing a public street for industrial buildings located in M2 zones provided that loading activities do not face Central, Edison, Eucalyptus, Euclid, Kimball, Ramona or Schaefer Avenues or El Prado Road, Chino Hills Parkway, Bickmore Avenue, Pine Avenue, and Hellman Avenue.

4. Loading docks and doors shall be set back a minimum of 70 feet from a public street property line. Where loading docks and doors front a public street, the minimum setback from the public street property line shall be 150 feet.

5. Where loading docks or doors face a private street or main drive aisle serving three or more units, loading doors and openings shall be positioned such that they do not face the private street or drive aisle.

6. Truck maneuvering areas shall not encroach into required employee or visitor parking areas.

7. Access gates shall be recessed at least 50 feet from the property line and allow for sufficient queuing or stacking of trucks between the gate and the public right-of-way to prevent on-street queuing. The stacking depth shall be increased by 70 feet for every 20 loading bays beyond 50 loading bays, to the extent feasible.

D. **Striping and Identification.**

1. Loading areas shall be striped, indicating the loading spaces and identifying that the spaces are for loading only.

2. Striping shall be permanently maintained in a clear and visible manner.

E. **Surfacing.** All loading areas shall be paved with asphalt, concrete or other all-weather surface, subject to approval by the Director of ~~Community~~ Development Services and the City Engineer.

F. **Wheel Stops and Curbs.** Loading areas contiguous with planter areas shall have a six-inch raised curb separation, constructed per city standards.

G. **Maintenance.** All loading areas shall be permanently maintained, free of weeds, litter and debris.

H. **Lighting.**

1. Loading areas shall be provided with nighttime security lighting designed so as to confine emitted light to the loading area and adjacent parking areas.

2. Loading areas shall be lighted from dusk to the termination of business every operating day.

I. **Screening.**

1. All loading and tractor/trailer parking areas shall be screened from public view by a decorative screen wall, ornamental landscaping or on-site buildings.

2. All screen walls shall be of compatible material with adjacent buildings and shall be of sufficient height to provide complete visual screening.

3. A line-site analysis shall be filed with the development application to demonstrate compliance with loading door screening requirements.

J. **Availability and Utilization of Loading Spaces**. All loading spaces shall be made readily available to pick-up and delivery vehicles during all hours when pick-ups and deliveries are allowed. Owners of property containing such loading spaces shall be responsible for advising drivers of pick-up and delivery vehicles of the location and hours of such loading spaces, shall require drivers to use such loading spaces, and shall not allow pick-up and delivery vehicles to be loaded in the public right-of-way.

K. **Warehouse and Logistics Uses.** Warehouse and logistics uses are subject to specific parking and loading standards, which are in Section 20.514.590 (Warehouses and Logistics Uses).

20.511.100 – Electric Vehicle Charging Readiness

A. **General Requirements.**

1. Electric vehicle (EV) charging spaces and EV-capable spaces (e.g. with conduit available to support Level 2 EV chargers) shall be provided in all development projects for all uses in accord with the requirements of the California Civil Code, the California Green Building Code, and any local amendments to that code adopted by the City.
2. Any parking spaces reserved for electric vehicle charging stations shall count toward the parking requirements of this chapter.
3. Pursuant to Section 65850.7 of the California Government Code, as amended, the Building Official shall create a streamlined permitting process for electric vehicle charging stations and provide applicants with a checklist of requirements for expedited review. EV charging stations shall be permitted by-right.
4. A complete permit application and proposed installation that meets the requirements of the California Green Building Code, the standards of this section, and the City's checklist that does not have a specific adverse impact on public health or safety shall not be denied.

B. **Development Standards.**

1. ***Size***. Electric vehicle charging stations shall be the same size as other spaces or larger, and electric vehicle charging equipment shall not reduce the size of the space.
2. ***Signage.*** Each electric vehicle charging station shall be clearly marked with a sign reading "Electric Vehicle Charging Station" and the associated California Vehicle Code restrictions, and only a vehicle that is connected for electric charging shall be allowed to park in the stalls or spaces so designated.
3. ***Equipment***. Electric~~al~~ vehicle charging stations shall be equipped with electrical outlets~~,~~ and may also be equipped with card readers, controls, connector devices, and other equipment, as necessary for public use.

C. **Exemptions.** The electric vehicle charging requirements shall not apply to:

1. Existing rental residential units in buildings with 4 or fewer spaces;
2. Existing rental residential development where at least 10 percent of the parking spaces already have EV charging stations;~~.~~
3. Off-site parking spaces for accessory dwelling units; and
4. Temporary parking lots.

Chapter 20.512 – RESIDENTIAL DENSITY BONUSES

Sections:

20.512.010 – Compliance with State Law
20.512.020 – Definitions
20.512.030 – Application and Review
20.512.040 – Density Bonus Agreement
20.512.050 – Standards for Qualifying Units

20.512.010 – Compliance with State Law

When an applicant seeks a density bonus, incentive, or concession for a housing development, the City will comply with the requirements of Government Code sections 65915-65918, as they may be amended.

20.512.020 – Definitions

The following definitions shall apply to this chapter:

A. "Department" means the development services department.

B. "Director" means the director of development services.

C. "Qualifying units" means the units that allow an applicant to qualify for a density bonus, incentive, or concession.

20.512.030 – Application and Review

A. Application. A developer seeking a density bonus, incentive, or concession or waiver or reduction of development standards shall file an application with the department. The form and content of the application shall be as specified by the director and shall be subject to a fee established by resolution of the city council. The department will process the application concurrently with any other applications required for the housing development. The department will provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete, and will notify the applicant whether the application is complete in a manner consistent with the timelines in Government Code section 65943.

B. Supporting documentation. An applicant for a density bonus, incentive, or concession or waiver or reduction of development standards shall provide the city with documentation demonstrating that the requested incentive or concession results in identifiable and actual cost reductions, consistent with Government Code section 65915(d). The City shall not require more documentation than is necessary to determine eligibility. ~~reasonable documentation to establish eligibility for the requested density~~

~~bonus, incentive, or concession, as determined by the director.~~ The applicant may also provide analysis, using one of the following methodologies, demonstrating that the density bonus, incentive, or concession or waiver or reduction of development standards will make the qualifying units economically feasible:

1. A development pro forma with the capital costs, operating expenses, return on investment, loan-to-value ratio, and the debt coverage ratio, including the contributions provided by any applicable subsidy programs, and the economic effect created by the minimum fifty-five-year use and income restrictions on the affordable housing units.
2. An appraisal report indicating the value of the density bonus and of the incentives or concessions or waiver or reduction of development standards.
3. A use of funds statement identifying the projected financing gap for the project with the affordable housing units. The analysis shall show how much of the funding gap is covered by the density bonus and how much by the incentives/concessions.

C. Hearing process and action. At a duly-noticed public hearing, the planning commission or the city council shall grant a density bonus, incentives or concessions, waivers or reductions of development standards, and parking reductions as required by Government Code section 65915, unless the City makes written findings, based upon substantial evidence, that the request may be denied pursuant to that section.~~Applications for a density bonus, incentive, or concession will considered by the planning commission. The planning commission and city council shall be authorized to approve development incentives as follows:~~

1. The planning commission shall be authorized to approve the density bonus and development incentives that include the modification of site development standards, or the modification of zoning or architectural design requirements or parking standards.
2. Approval by the city council shall be required for all other development incentives, concessions or waivers or reduction of other development standards.
3. The City shall apply parking standards consistent with Government Code section 65915(p), and shall not impose parking requirements exceeding those permitted by that section.
4. The City may deny a requested incentive or concession only upon making written findings supported by substantial evidence, as specified in Government Code section 65915(d).

20.512.040 – Density Bonus Agreement

As a condition for the approval of a density bonus and additional incentive or incentives pursuant to this chapter, the applicant shall agree to enter into a density bonus agreement with the city in a form approved by the city attorney and consistent with the requirements of Government Code section 65915 and other applicable state law. The city manager is authorized to execute the density bonus agreement on behalf of the city. The executed density bonus agreement shall be recorded on the parcel or parcels designated for the construction of qualifying units, or donated for the purpose of constructing qualifying units. The approval and recordation shall occur prior to final map approval or, where a map is not being processed, prior to the

issuance of building permits for the parcels or units. The density bonus agreement shall be binding upon all future owners and successors in interest.

20.512.050 – Standards for Qualifying Units

All qualifying units shall meet the following requirements:

A. Concurrency. Qualifying units shall be built concurrently with all other units in the development unless the city and the applicant agree in writing to an alternative schedule for development.

B. Location. Qualifying units shall be built on-site unless an alternative location is permitted pursuant to Government Code section 65915 ~~wherever possible~~ and, where practical, shall be dispersed within the housing development.

C. Unit size. Where feasible, the number of bedrooms of the qualifying units shall be equivalent to the bedroom mix of the other units in the development, except that the developer may include a higher proportion of qualifying units with more bedrooms.

D. Design. The design and appearance of the qualifying units shall be compatible with the design of the housing development as a whole to the extent that such requirements do not physically preclude the construction of the density bonus units or granted incentives, concessions, or waivers, consistent with Government Code section 65915.

E. Linked sites. Circumstances may arise in which the public interest would be served by allowing some or all of the qualifying units associated with one housing development to be produced and operated at an alternative development site. If the developer and the city agree in writing to allow the production and operation of qualifying units at an alternative site, the resulting linked developments shall be considered a single housing development for the purposes of this chapter.

Chapter 20.513 – RIGHT TO FARM

Sections:

20.513.010 – Purpose
20.513.020 – Applicability
20.513.030 – General Requirements

20.513.010 – Purpose

As urban development occurs within the city, residential, commercial and industrial land uses will locate adjacent to pre-existing agricultural activities. As a result, agricultural operations may become the subject of nuisance complaints or litigation, and could be pressured to cease or curtail operations, or may be discouraged from making farm improvements.

To conserve and protect the continued viability of agricultural operations, it is the intention of the city to limit the circumstances under which agricultural operations may be deemed to constitute a nuisance. The intent is to balance the rights of farmers to produce dairy products, food and other agricultural commodities, with the rights of non-farmers who own, occupy or use land adjacent to agricultural property.

20.513.020 – Applicability

The right-to-farm policy contained herein shall apply to all legal agricultural operations within the Agricultural Overlay District, and all other legally established agricultural operations existing at the time the property was annexed to the city of Chino. For the purposes of this right-to-farm provision, agricultural operations shall include those uses permitted in the AG zoning district.

20.513.030 – General Requirements

A. No agricultural operations conducted or maintained in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality if the agricultural operation was existing at the time of annexation or thereafter legally expanded, and if it was not a nuisance at the time it began.

B. Purchasers of lots near or adjacent to agricultural uses shall be notified of all surrounding agricultural activities including the types of agricultural activities and potential conflicts such as odors, noise, dust, pesticide abatement, etc. If the developer is the purchaser of the property, this notice shall be extended to subsequent owners.

C. Any dispute or controversy that arises regarding any inconveniences or discomforts occasioned by agricultural or agricultural processing operations or facilities should be settled by direct negotiation of the parties involved. Any such dispute or controversy that cannot be settled by direct negotiation of the parties involved should be submitted to a private mediator, a community mediation service, or another agency which provides dispute resolution services prior to the filing of any court action. Any costs associated with negotiation, mediation or dispute resolution pursuant to this section shall be borne by the parties.

D. This section shall not invalidate any provision contained in the Health and Safety Code, Fish and Game Code, Food and Agricultural Code, or Division 7 (commencing with Section 13000) of the Water Code of the state of California, if the agricultural operation constitutes a nuisance, public or private, as specifically defined or described in any such provision.

E. This section is not to be construed so as to modify or abridge the state law set out in the California Civil Code relative to nuisances, but rather it is only to be utilized in the interpretation and enforcement of the provisions of city ordinances and regulations.

Chapter 20.514 – STANDARDS FOR SPECIFIC LAND USES

Sections:

20.514.010 – Purpose
20.514.020 – Agricultural Product Stands and Crop Production
20.514.030 – Alcoholic Beverage Sales, Microbreweries, and Microdistilleries
20.514.040 – Ancillary Industrial Facilities
20.514.050 – Animal Keeping
20.514.060 – Automobile Rental and Truck Rental
20.514.070 – Automobile Sales and Services
20.514.080 – Caretakers Quarters
20.514.090 – Cigar ~~and Vaping~~ Lounges and Hookah Bars
20.514.100 – Commercial Nurseries and Garden Centers
20.514.110 – Commercial Recreation
~~20.514.120 – Common Interest Subdivisions~~
~~20.513.130 – Congregate Care Facilities~~
20.514.120 – Convenience Markets and Grocery Stores
20.514.130 – Conversion of Residential Structures
20.514.140 – Data Centers
20.514.150 – ~~Child~~ Day Care Centers and Family Day Care Homes~~Facilities~~
20.514.160 – Drive-~~Thru~~ Through Food and Beverage Facilities
20.514.170 – Emergency Shelters
20.514.180 – Equipment Rental and Sales
20.514.190 – Farm Employee Housing
20.514.200 – Farmers' Market and Open Air Markets
20.514.210 – Group Homes
20.514.220 – Gun and Ammunition Stores
20.514.230 – Gym/Athletic Instruction
20.514.240 – Hazardous Materials Use and Storage
20.514.250 – Health Care Offices
20.514.260 – Home Occupations
20.514.270 – Hotels, Motels, and Bed and Breakfast~~, and Boarding Houses~~
20.514.280 – Live Entertainment
20.514.290 – Live/Work Units
20.514.300 – Low Barrier Navigation Centers
20.514.310 – Manufactured Housing
20.514.320 – Massage Establishments
20.514.330 – Mobile Home Parks
20.514.340 – Nightclubs, Bars, and Cocktail Lounges
20.514.350 – Non-Traditional Financial Institutions ~~Check Cashing~~
20.514.360 – Offices, Professional/Business
20.514.370 – Outdoor Displays and Sales
20.514.380 – Outdoor Manufacturing and Processing

20.514.390 – Outdoor Seating Areas
20.514.400 – Outdoor Storage and Storage Containers
20.514.410 – Outdoor Vendors (Carts, Kiosks, and Mobile Food Vendors)
20.514.420 – Places of Worship
20.514.430 – Portable Toilets
20.514.440 – Public Storage and Self-Storage Facilities
20.514.450 – Recording/Podcast Studios
20.514.460 – Recycling Facilities
20.514.470 – Residential Care Facilities, Large
20.514.480 – Retail Sales in Conjunction with a Warehousing or Manufacturing Use
20.514.490 – Schools for Personal Enrichment
20.514.500 – Senior Housing Projects
20.514.510 – Service Stations
20.514.520 – Smoke Shops and Retail Tobacco Sales
20.514.530 – Supportive Housing
20.514.540 – Tattooing, Body Piercing, and Body Art
20.514.550 – Transitional Housing
20.514.560 – Vehicle Parts and Accessories Sales
20.514.570 – Vehicle Repair Garages
20.514.580 – Vehicle Towing Services and Towed Vehicle Storage
20.514.590 – Warehouses and Logistics Uses

20.514.010 – Purpose

The purpose of this chapter is to establish standards for specific land uses that apply citywide.

20.514.020 – Agricultural Product Stands and Crop Production

Agricultural product stands and crop production must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Crop Cultivation.** Crop Cultivation may be conducted subject to the following regulations.

1. A minimum setback of 15 feet is required between the crop cultivation area and all adjacent property lines.
2. Sufficient on-site circulation shall be provided to accommodate vehicles and equipment used in the farming operation.
3. The amount of vehicles, equipment, and packing crates maintained on the site shall be limited to that which is only necessary to support the farming operation.
4. All farming equipment shall use properly operating mufflers. All staging areas shall be located away from adjacent residential uses.
5. All vehicles and equipment shall be located at the rear of the site away from public view.

6. Review and approval by the Director of ~~Community~~ Development Services is required for the use of manure, pesticides, herbicides, or other chemicals in the farming operation. If permitted, they shall be used and stored according to industry standards to prevent such products from becoming airborne.

7. At all times during the farming operation and including any interim period between crops, the operator shall be responsible for dust suppression and erosion control.

B. **Agricultural Product Stands.** Stands for agricultural products grown on-site shall comply with the following regulations.

1. Agricultural product stands are permitted as an incidental use to an administratively permitted crop cultivation use.

2. The owner of the stand shall be the owner or lessee of the parcel on which it is located.

3. A maximum of one stand per parcel is allowed.

4. The floor area of a stand shall not exceed 500 square feet.

5. General Standards:

a. Stands shall be an accessory use to an on-site agricultural use.

b. Stands shall only be for the retail sale of plant products grown or produced on-site.

c. A minimum of 25 percent of the parcel on which the stand is located shall be devoted to agricultural uses.

d. The stand shall comply with the height and setback requirements specified for the zoning district in which it is located.

e. Produce shall not be sold or purchased directly from motorized vehicles.

f. Signs in conjunction with the farming operation shall only be permitted on the sales stand, and shall only advertise the product being sold and pricing information. Directional signs may be permitted on the site subject to review and approval by the City.

g. Parking areas shall either be paved or treated with gravel to control dust. Access to the parking areas shall not create a traffic hazard to the public right-of-way.

20.514.030 – Alcoholic Beverage Sales, Micro-breweries, and Micro-distilleries

Alcoholic beverage sales, micro-breweries, and micro-distilleries must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Alcoholic Beverage Sales for On-Premise Consumption.** The sale of alcoholic beverages for on-site consumption shall only be permitted in conjunction with a legally established permitted, administratively permitted, or conditionally permitted use or a permitted special event or temporary use. When the alcoholic beverage sales are incidental to a bona-fide eating establishment that has full

kitchen facilities and serves food on a regular basis, they may be permitted with a~~n Administrative Approval~~zoning clearance. The sale of alcoholic beverages for on-site consumption includes the following ABC license types and any additional ABC license that may be approved.~~:~~

1. Type 01—Beer manufacturer;
2. Type 23—Small beer manufacturer;
3. Type 41—Beer and wine eating place;
4. Type 42—Beer and wine public premises;
5. Type 47—General eating place;
6. Type 48—General public premises;
7. Type 49—General seasonal;
8. Type 51—Club;
9. Type 52—Veterans club;
10. Type 59—Beer and wine seasonal;
11. Type 61—Beer public premises; and
12. Type 67—Bed and breakfast inn.

B. **Alcoholic Beverage Sales for Off-Premise Consumption.** A facility that has obtained a license from ABC for the sale of alcoholic beverages for consumption off the premises where it is sold shall require a conditional use permit, and shall comply with the following:

1. The consumption of any alcoholic beverage on the premises shall be prohibited.
2. No alcoholic beverages shall be displayed within 10 feet of the cash register or the front door.
3. When alcoholic beverages are sold concurrently with gasoline or any other fuel, no advertisement of alcoholic beverages shall be displayed at fuel pumps or fuel islands.
4. The management at each location involved in the concurrent sales of alcoholic beverages and gasoline or other fuel is encouraged to educate the public regarding drunk driving laws and the related penalties for breaking those laws, including minimum age law, open container law and laws pertaining to driving while intoxicated. This may be accomplished by posting prominent signs, decals or brochures at the point of purchase, and providing adequate training for employees.

~~5. Any business that includes retail sales with the sale of gasoline or other fuels in existence before September 6, 1988 shall be granted an amortization schedule to continue business practices for a period not to exceed one-year. At the end of the amortization period, all operations shall comply with herein listed standards.~~

~~6.~~5. No sale of alcoholic beverages shall be made from a drive-up window.

~~7.~~6. The promotional display of alcoholic beverages shall be made at room temperature.

~~8.~~7. No illuminated advertising for alcoholic beverages shall be permitted to be located on the exterior of buildings or on the interior of a building when visible through a window.

~~9.~~8. The final approving authority may impose additional special operational conditions, requirements or standards, as it deems necessary to ensure the public health, safety and general welfare.

C. **Alcoholic Beverage Manufacturing Micro-brewery and Micro-distillery.** A facility that has obtained a license from the ABC for the sale of alcoholic beverages in conjunction with alcoholic beverage manufacturing shall require ~~a special conditional use permit~~an Administrative Approval or is a permitted use as shown on the Land Use Tables and shall comply with the following:

1. A tasting room with ancillary retail sales and incidental food service may be permitted. It may have indoor or outdoor seating. No full service restaurants are allowed unless expressly permitted with an Administrative Approval or as otherwise approved.

2. A grain silo may be permitted to be located outside of the building. The grain silo shall not be located within any required landscaping, parking, loading, yard (setback area), or pedestrian walkway.

3. Any outdoor equipment shall be screened ~~in accordance with the requirements of Section 20.21.450 (Ancillary Industrial Facilities)~~from public view.

4. Any proposed roof-mounted equipment shall be completely screened from public view.

~~5. No video, electronic, or other forms of games shall be permitted.~~

~~6.~~5. There shall be no admission fee, cover charge, or minimum purchase required to enter the premises.

~~7.~~6. Live entertainment, amplified music, or dancing shall ~~require approval of a live entertainment permit~~comply with the standards of Section 20.514.280 (Live Entertainment).

~~8.~~7. Alcoholic beverages shall not be displayed outside of the building or within five feet of any public entrance to the building.

~~9.~~8. A licensed alcoholic beverage manufacturer may sell to consumers alcoholic beverages that are produced and bottled at the licensed premises for off-site consumption.

20.514.040 – Ancillary Industrial Facilities

Ancillary industrial facilities, such as dust collectors, silos, storage tanks, cooling towers, etc. shall comply with the following:

A. **Screening.** Facilities shall be screened from view of any public or private street by buildings, walls, berms, and landscaping. Facilities that are taller than the tallest building on the lot shall be set back 150 feet from ~~any arterial street~~the property line.

B. **Location Restriction.** Facilities shall not be permitted within any required landscaping, parking, loading or yard (setback) area.

C. **Design.** Facilities shall be painted to match or compliment existing buildings or structures on the property upon which they are located, and where possible, shall be architecturally modified to reduce their visual obtrusiveness.

D. **Exceptions.** The Planning Commission may make an exception to any of the standards contained in this Section through the issuance of a ~~Special~~ Conditional Use Permit.

20.514.050 – Animal Keeping

Animal keeping activities shall comply with the following regulations.

A. **General Standards.**

1. Proper management of animal waste shall be carried out in accordance with the San Bernardino County ~~Uniform~~ Environmental Health Code.
2. Animals shall be secured by a fence or wall at least 5 feet in height, made of chain-link, wood with horizontal members no less than 6 inches apart, solid masonry or other appropriate solid confining material. Property line walls and fences may be used to secure animals, provided the appropriate restraint distances are maintained.
3. Animals other than cats shall be prevented from leaving the premises on which they are kept, through the use of an appropriate method of containment.
4. Animals shall be kept a minimum of 100 feet from any domestic water well.
5. Kennels and catteries shall only be permitted on lots or parcels two or more acres in size.
6. Lot area used to qualify one animal type shall not be reused to qualify another animal type.

B. **Noncommercial (Household) Animal Keeping.**

1. Animal keeping as a primary use of the property must be on a lot or parcel no less than 2 acres in size.
2. No person shall slaughter any animal on any lot or parcel.
3. Crowing poultry and fowl and fowl bred and used for cock-fighting shall not be permitted on any lot or parcel.
4. Table 20.514-1 (Maximum Number of Animals for Noncommercial Uses) establishes the maximum number of animals permitted per square foot for noncommercial uses.
5. Potbelly pigs, including pigs serving as support animals, are permitted only if spayed or neutered with tusks removed. No potbelly pigs may exceed 90 pounds. The keeping of potbelly pigs and/or pygmy goats as a household pet requires the approval of an Administrative Approval.
6. Animals not listed in Table 20.514-1 are considered Exotic Animals and are allowed subject to an Administrative Approval only within the RD 1 and RD 2 districts. One animal is allowed per lot. Exotic animals include those animals not listed in this Section, which are generally able to be

domesticated such as llamas, alpacas, and emus. Excessively large, ferocious, wild, and/or venomous animals are not permitted.

7. The keeping of chickens in the RD 4.5 districts requires the approval of a Zoning Clearance.
8. Chickens shall be provided a coop. Table 20.514-2 lists the standards for chicken coops.
9. Chickens shall be confined to the rear and side yard at all times.
10. Chicken droppings and food scraps shall be properly disposed of at least once a week or more frequently if, in the opinion of the Director of ~~Community~~ Development Services, it is necessary to prevent an unsanitary condition.

TABLE 20.514-1 MAXIMUM NUMBER OF ANIMALS FOR NONCOMMERCIAL USES

Type of Animal	*Maximum Number of Animals*	*Additional Regulations*
Dogs/Cats	Single-Family Dwelling: 4 per dwelling unit Multi-Family Dwelling: 2 per dwelling unit	
Rabbits/Chinchillas	50 per 10,000 square feet in the RD1 and RD 2 districts 2 per dwelling unit in other residential districts	
Fish and other underwater animals	No limit	
Small birds, such as parakeets, parrots and canaries	Single-Family Dwelling: 6 per dwelling unit Multi-Family Dwelling: 3 per dwelling unit	
Small reptiles and amphibians, such as turtles, lizards, snakes and frogs	Single-Family Dwelling: 6 per dwelling unit Multi-Family Dwelling: 3 per dwelling unit	
Horses/Mules	Allowed only in the RD 1 and RD 2 districts 1 per 6,000 square foot of lot area	
Goats (female only)/Sheep	Allowed only in the RD 1 and RD 2 districts 1 per 3,000 square foot of lot area	

TABLE 20.514-1 MAXIMUM NUMBER OF ANIMALS FOR NONCOMMERCIAL USES

Type of Animal	*Maximum Number of Animals*	*Additional Regulations*
Poultry/Fowl, Non-crowing	In the RD 1 and RD 2 districts 25 for lots less than 1 acre 50 per acre for lots 1 acre to less than 5 acres 99 per acre for lots 5 acres and greater	
	In the RD 4.5 district 4 permitted per lot; ~~5~~10 permitted per lot with Administrative Approval	Section 20.~~21~~514.~~030~~050.B.7, 8, 9 & 10 Table 20.513-2
Poultry/Fowl, Crowing and Fowl bred and used for cock-fighting	Not permitted on any lot or parcel	
Pigs (potbelly)/Pygmy goats	Allowed only in the RD 1, RD 2 and RD 4.5 districts 1 per lot	Section 20.~~21~~514.~~030~~050.B.4
Exotic Animals	Allowed only in the RD 1 and RD 2 districts 1 per lot	Section 20.~~21~~514.~~030~~050.B.5

TABLE 20.514-2 DEVELOPMENT STANDARDS FOR CHICKEN COOPS

	RD 4.5 Zoning District
Setbacks, Minimum [1]	
Rear	5 feet
Interior side	5 feet
Street side	5 feet
Habitable Structure on Adjacent Property	30 feet
Height, Maximum	6 feet
Size, Minimum	Henhouse – 2 square feet per chicken Chicken Run – 4 square feet per chicken

[1] Chicken coops shall be located in the rear yard.

C. **Commercial Animal Keeping.**

1. General standards.

   a. Animals shall be restrained at a distance of at least 40 feet, measured in a straight line, from any habitable structure or structure used for public assembly located on adjoining property.

   b. Animals shall be restrained a distance of at least 5 feet from interior side and rear property lines, and 15 feet from street side property lines.

   ~~c.~~ Exotic animal livestock shall only be permitted in the AG zone, at the rate of one animal for each 6,000 square feet of lot area. Lot area used to qualify one animal type shall not be reused to qualify another animal type.

2. Dairies shall comply with the following:

   ~~d.~~a. Property shall contain a minimum of ten acres.

   ~~e.~~b. Corrals shall have a minimum of 500 square feet per cow.

   ~~f.~~c. Animals shall be permitted at a rate not to exceed 20 per acre.

   ~~g.~~d. A minimum of five gross acres per 200 cows, or fraction thereof, shall be provided for waste disposal and open uses such as field crops and pastures. For each additional 40 cows, one acre must be provided for waste disposal.

~~2.~~3. Ranches shall comply with the following:

   a. The site shall contain a minimum of 5 acres.

   b. Where the ranch abuts a residentially zoned property, the site shall be screened from view by a 6-foot-high decorative masonry block wall or other similar view obstructing fence or wall, as approved by the Director of ~~Community~~ Development Services.

~~3.~~4. Maximum Number. Table 20.514-3 (Maximum Number of Animals for Commercial Uses) establishes the maximum number of animals permitted per square foot for commercial uses.

TABLE 20.514-3 MAXIMUM NUMBER OF ANIMALS FOR COMMERCIAL USES

Type of Animal	*Maximum Number of Animals*
Swine (not including pot-bellied pigs)	1 per 12,000 square feet
Cows and Buffalo	1 per 6,000 square feet

20.514.060 – Automobile Rental and Truck Rental

Automobile rental and truck rental must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Automobile Rental.**

1. Automobile rental agencies with 10 or fewer vehicles parked on site at any given time ~~require an Administrative Approval~~are permitted by right. Automobile agencies with more than 10 vehicles parked on-site at any given time and/or on site washing require a approval of an ~~Special Conditional Use Permit~~n Administrative Approval.
2. The display of automobiles shall not occur in loading and parking areas required pursuant to Chapter 20.~~18~~511 (Parking and Loading).
3. If vehicles are stored or ~~displayed~~ parked along a street frontage, a minimum 10-foot landscape setback that includes a combination of trees, shrubs and appropriate ground cover shall be provided.
4. Automobile ~~display~~parked areas shall not be permitted within a required landscape setback.
5. Automobile maintenance and repair shall only be conducted within an enclosed building.
6. An office building that is a minimum of 300-square feet in size shall be provided on-site.
7. An automobile rental use that is located adjacent to a residentially zoned property shall provide a landscape buffer pursuant to Sections 20.~~06.040.B.2~~501.070 ~~and 20.07.040.B.2~~ of this Code.
8. Rental vehicles shall not be parked or staged on the street at any time.

B. **Truck and Trailer Rental.**

1. The~~Within the M1 and M2 zones, an Administrative Approval is required for the~~ rental of trucks and/or trailers on a lot or parcel with a single tenant building and~~.~~ ~~A Special Conditional Use Permit is required for the rental of trucks and/or trailers~~ within a multi-tenant industrial park are a permitted use in the CS, M1 and M2 zones.
2. Trucks and/or trailers greater than 8 feet in height shall not be located within 35 feet of any residentially zoned property.
3. Trucks and/or trailers greater than 8 feet in height shall not be located within 35 feet of a street right-of-way unless screened by a minimum 8~~6~~foot-high decorative screen wall or fence.
4. The display of truck and/or trailers shall not occur in loading and parking areas required pursuant to Chapter 20.~~14~~511.090 (~~Off~~ Off-Street ~~Parking~~Loading) of this Code.
5. If trucks and/or trailers are stored or displayed along a street frontage, a minimum 10-foot landscape setback that includes a combination of trees, shrubs and appropriate ground cover shall be provided.
6. Truck and trailer display areas shall not be permitted within a required landscape setback.
7. Truck and trailer maintenance and repair shall only be conducted within an enclosed building.
8. An office building that is a minimum of 300 square feet in size shall be provided on-site.
9. A truck and trailer rental use that is located adjacent to a residentially zoned property shall provide a landscape buffer pursuant to Sections 20.501.070 of this Code.

20.514.070 – Automobile Sales and Services

Automobile sales and services must be located, developed, and operated in compliance with applicable base zoning district standards in the zones where they are allowed by the 200 Series, Base Zoning Districts. A development agreement, prepared and approved pursuant to Section 20.603.040, is required for all new automobile sales and services.

~~Motor vehicle sales and leasing establishments shall comply with the following standards.~~

~~1. ***Minimum Lot Area.*** A vehicle sales and leasing use shall not be conducted on a site less than one acre in size.~~

~~2. ***Minimum Building Size.*** A minimum 300 square feet building shall be provided on the same lot or parcel for the sole benefit of the automobile vehicle sales or leasing business. At a minimum, the building shall contain employee restroom facilities and private office space for the business.~~

~~B. **Vehicle Display Areas.**~~

~~1. Motor vehicle display areas shall not utilize parking spaces or loading areas required pursuant to Chapter 20.510 (Parking and Loading).~~

~~2. Vehicle display areas shall not be permitted within a required landscape setback.~~

~~3. If vehicles are stored or displayed along a street frontage, a minimum 10-foot landscape setback that includes a combination of trees, shrubs and appropriate ground cover shall be provided.~~

~~C. **Vehicle Loading and Unloading**. All vehicle loading and unloading must occur on site in the rear half of the site. If the lot abuts a Residential Zone, the loading and unloading shall be located at least 20 feet from the Residential Zone where it will have a the least impact on the adjacent lot. All loading and unloading must occur during weekday business hours.~~

~~**Noise Controls.** All body and fender work or similar noise-generating activity must be enclosed in a masonry or similar building with sound-attenuating measures incorporated into the building design and construction to absorb noise. Bay openings must be oriented so as to minimize the effects of sound emanating from the auto repair building towards residential uses, outdoor restaurant seating, and outdoor reception areas. Compressors must be located within separately enclosed, sound-attenuated rooms.~~

20.514.080 – Caretakers Quarters

A. **Purpose and Minimum Size.** Caretaker quarters shall be permitted for the purpose of providing 24-hour property surveillance and shall not exceed 600 square feet in total floor area, unless approved as part of a ~~Special~~ Conditional Use Permit.

B. **Permitted Use.** Caretaker quarters shall be permitted within the principal structure on the property.

C. **Occupancy.** The owner or an employee shall occupy the caretaker quarters.

D. **Maximum Bedrooms.** The caretaker quarters shall have a maximum of two bedrooms.

E. **Reversion to Industrial Use.** Caretaker quarters located in industrial districts shall revert to industrial uses upon termination of the Conditional Use Permit or upon the business's closure.~~Carts and Kiosks[2]~~

~~Applicability. The standards in this section apply to any portable, non-motorized wagon, cart, or similar non-wheeled unit used by a vendor from which retail goods, food, and/or beverages are offered for sale.~~

~~Operating Conditions.~~

~~A cart/kiosk shall only be permitted on public or private property within a defined plaza area between buildings that are part of a professional office, commercial, or mixed-use development.~~

~~The cart/kiosk should generally not exceed 5 feet in width, 9 feet in length, and no more than 6 feet in height excluding canopies, umbrellas or transparent enclosures. Deviations in size may be approved by the Director of Community~~ Development Services ~~on a case-by-case basis based on unique site or user circumstances.~~

~~The cart/kiosk shall not obstruct access to or occupy a parking space, obstruct access to a parked vehicle, impede the delivery of materials to an adjoining property, interfere with access to public property or any adjoining property, or interfere with maintenance or use of street furniture.~~

~~The number of employees per individual cart/kiosk shall be a maximum of two persons at any one time.~~

~~All cart/kiosk uses shall be self-contained or located on a site that has been specifically designed to provide for water, waste and power to operate. No exposed pipes or wires are permitted.~~

~~All packaging containers or boxes shall be stored within the cart/kiosk.~~

~~The design, color scheme and signage of the cart/kiosk shall be appropriate to its location.~~

~~Check Cashing[3]~~

~~Check cashing centers shall comply with the following standards:~~

~~F. Permits Required. A Special Conditional Use Permit must be obtained to operate a check cashing center.~~

~~G. Location.~~

~~1. Check cashing centers are conditionally permitted in the Service Commercial (SC) zoning district only.~~

~~2. No more than one check cashing center shall be located within a ¼-mile radius to prevent the over-concentration of such businesses and to maintain existing financial establishments such as banks and other lending institutions.~~

~~[2] Replaced by "Outdoor Vendors."~~

~~[3] Replaced by~~

~~3. Check cashing centers shall be located no less than 500 feet from any sensitive land uses including public or private schools, religious institutions or state- or federally-owned bank, savings association, credit union or similar use.~~

~~4. Check cashing centers shall be separated by no less than 300 feet from any residential district or existing residential use.~~

~~H. Operational Standards.~~

~~1. The exterior of the building shall be adequately illuminated on all frontages and shall illuminate persons standing outside so as to be identifiable from 50 feet away. Off-site lighting shall be designed so as not to cast off-site glare.~~

~~2. Storefronts shall be glass, and no more than 25 percent of any window area shall be obscured by signs, banners, or any opaque covering at any time.~~

~~3. Hours of operation shall be limited to between 7:00 a.m. and 7:00 p.m. daily.~~

~~4. Pay phones are prohibited from being located on the premises of the check cashing establishment.~~

~~5. A security plan shall be provided to the Chino Police Department and Planning Division for review and approval.~~

~~Graffiti shall be removed within 72 hours of application to property on the check cashing premises.~~

20.514.090 – Cigar ~~and Vaping~~ Lounges and Hookah Bars

Cigar lounges and hookah bars shall comply with the following regulations.

A. **Distance from Residential Zone.** Cigar lounges and hookah bars shall be at least 200 feet from the boundary of any residential zone or property.

B. **Distance from Schools.** Cigar lounges and hookah bars shall be at least 1,000 feet from any public or private school.

C. **Admission Charge.** There shall be no charge, nor shall tickets be sold, for admission to a cigar lounge or hookah bar.

D. **Owner-Operated Business.** The business shall be owner-operated or otherwise exempt from the prohibition of smoking in the workplace set forth in California Labor Code Section 6404.5.

E. **Alcohol Prohibited.** The sale or consumption of alcoholic beverages shall not be permitted on the premises.

F. **Age of Patrons.** All patrons of cigar lounges and hookah bars shall be at least 21 years~~.~~

G. **Ventilation.** Cigar lounges and hookah bars shall have a stand-alone ventilation system that is not shared with any other business or any other portion of the building in which they are located.

20.514.100 – Commercial Nurseries and Garden Centers

Commercial nurseries and garden centers must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Minimum Lot Area.** The minimum lot area is 10,000 square feet.

B. **Products for Sale**. Products offered for sale are limited to nursery stock and related materials incidental to the planting, care, and maintenance of plants, including fertilizer, pesticides, seeds, and planting containers, and exclude general building materials, hardware, and tools other than for soil preparation and general landscaping.

C. **Enclosure.** All storage, display, and sale of products other than nursery stock must be conducted within a completely enclosed building or within an area enclosed by a solid wall or fence and gate between five and six feet in height.

D. **Parking and Loading.** One parking space per 1,000 square feet of outdoor display area for live plants for sale, plus one space per 500 square feet in retail sales area.

20.514.110 – Commercial Recreation

Commercial recreation facilities must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Street Frontage and Location.** Commercial recreation facilities should only be permitted on a lot or parcel with frontage on a primary or secondary arterial street, and in a single-tenant building. However, the ~~Planning Commission~~Director of Development Services may make exceptions based on access, parking, safety, and other considerations.

B. **Submittal Requirements.** At a minimum, the following information shall be submitted with an application requesting an administrative approval or conditional use permit for ~~of~~ a commercial recreation facility:

1. The proposed hours of operation.
2. A schedule of activities including the times of each and anticipated number of participants.
3. The number of parking stalls dedicated to the lease area, location of a pick up/drop off area, an access/parking plan, and the anticipated parking demand.
4. If the facility is to be located within a business or industrial park, provide a list of tenants within the park, type of business, and hours of operation.
5. Provide information on how the walls of the lease area will be insulated or other measures utilized to ensure music and/or other noises will not adversely affect adjacent tenants.

C. **Arcades.** Arcades shall be subject to the provisions of Title 5 of the Municipal Code,. ~~and shall only be permitted to operate in the CR and CG zones~~ and Mixed Use zones ~~with a Special Conditional Use Permit.~~

~~20.514.120 – Common Interest Subdivisions~~

~~Covenants Codes and Restrictions (CC&R's) shall be drafted for all common interest subdivisions in accordance with the following:~~

A. ~~**Contents of CC&R's.** A property owner's association shall be formed and appropriate CC&R's shall be recorded with the county of San Bernardino Office of the county recorder, establishing the purpose of the association is to maintain common areas and facilities, enforce CC&R's, regulate operations and uses within the development, and specify architectural design standards for the purpose of ensuring continued architectural and landscaping compatibility within the development.~~

B. ~~**City Involvement.** The CC&R's shall be subject to review and approval by the city prior to recordation. Additionally, the City may, at its discretion, require that it be a nonvoting member of the association and maintain the right of enforcement of the CC&R's.~~

~~20.514.130 – Congregate Care Facilities~~

A. ~~**Additional Setback Requirements.** Buildings shall be set back a minimum of 10 FT from drive aisles, measured from face-of-curb, and 5 FT from uncovered parking stalls.~~

B. ~~**Recreation and Entertainment Facilities Requirements.** Recreation and entertainment facilities of a size and scale consistent with the number of living units shall be provided. The minimum size shall equal 100 SF for each living unit, and shall include an assembly/lounge area with a seating capacity large enough to accommodate 60% of all residents at one time, restroom facilities and an activity room.~~

C. ~~**Open Space Requirements.** A minimum of 30% of the net lot area shall be dedicated to improved permanent open space accessible to all residents of the development, exclusive of driveways, parking areas, dwellings and non-recreation building areas. Open space shall not be less than 5 FT in width at its narrowest dimension.~~

D. ~~**Minimum Unit Size.** A minimum interior unit area of 350 SF shall be provided.~~

E. ~~**Laundry Facilities.** Common laundry facilities of sufficient number and accessibility shall be provided, consistent with the number of living units. At a minimum, one washer and dryer shall be provided for each 10 living units. The facilities shall have keyed access for tenants only.~~

F. ~~**Building Accessibility.** Indoor common areas and living units shall be handicapped adaptable and be provided with all necessary safety equipment (e.g., grab bars, etc.), as well as emergency signal/intercom systems.~~

G. ~~**Off-Street Parking Accessibility.** Off-street parking spaces shall be located a maximum of 150 FT from building entrances.~~

~~H. **Driveway Approaches.** Driveway approaches serving developments of 10 or more units shall be delineated with enhanced paving treatment, such as interlocking pavers, textured and color pigmented concrete, or stamped concrete.~~

~~I. **Paved Access.** All parts of all structures shall be located within 150 FT of paved vehicular access.~~

~~J. **Security Plan.** Prior to occupancy of the first space, the developer or owner may be required to provide a detailed security plan as described in Part E.7 *(Security Plan)* of this Section.~~

20.514.120 –Convenience Markets and Grocery Stores

Convenience markets and grocery stores must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Convenience Markets.** Where a convenience market abuts residentially zoned property, no commercial loading activity is permitted between the hours of 6:00 p.m. and 6:00 a.m.

B. **Grocery Stores.**

1. Where a grocery store or supermarket abuts residentially zoned property, no commercial loading activity is permitted between the hours of 6:00 p.m. and 6:00 a.m. In addition, the Planning Commission may restrict hours of operation based upon potential adverse impacts on the surrounding neighborhood.

~~2. The final approving authority may impose additional special operational conditions, requirements or standards, as it deems necessary to ensure the public health, safety and general welfare.~~

~~3. New or substantially altered commercial development utilizing outdoor shopping carts shall develop and implement, in coordination with the property owner, an anti-theft/abandoned cart prevention plan. The anti-theft/abandoned cart prevention plan must include, at a minimum, the following information subject to review and approval by the Director of Community Development Services.~~

~~a. Pertinent business information, including the name and address of the business, phone number for the premises where business is conducted. If the address and phone number of the cart owner is different from the business owner, this information shall also be provided.~~

~~b. Cart identification conforming to State law.~~

~~c. A complete cart inventory of all carts belonging to, maintained on or in the premises.~~

~~d. Standard procedure for written notification to customers that removal of carts from the premises is prohibited and a violation of State and local law. Appropriate notification may be provided in the form of shopping bags, flyers, or any form of written notification effective in notifying customers of the prohibition.~~

~~e. A description of physical measures designed to prevent the removal of carts from the premises. These measures may include, but are not limited to: devices attached to carts which prevent their removal from the premises or a designated employee or security guard posted to deter or stop customers from removing carts from the premises.~~

~~f. A standard procedure for retrieval of abandoned carts, or proof that the owner has entered into a contract approved by the City of Chino for cart retrieval services.~~

~~g. A description of an ongoing employee training program designed to educate all employees on the anti-theft/abandoned cart prevention plan.~~

20.514.130 – Conversion of Residential Structures

A. **Permit Required.** Conversion of a structure originally constructed for residential use and currently occupied by a resident, to a commercial use requires Planning Commission approval of a Special Conditional Use Permit. Requirements for conversion for warehouses and logistics uses development are in Section 20.513.570 (Warehouses and Logistics Uses). To approve the conversion, the Planning Commission shall make the following findings:

1. All applicable provisions of this Code are met, including but not limited to landscaping and parking.
2. The proposed conversion is consistent with the General Plan and any applicable specific plans.
3. The overall design and physical condition of the conversion achieves a high degree of appearance, quality and safety.
4. The conversion would not displace predominantly low and moderate-income families or tenants without adequate provision for suitable relocation of such families or tenants.

B. Replacement **Replacement Housing.** The requirements for replacement housing is provided as required by Government Code Section 66300.6for housing development projects that involve conversion of residential structures are in Section 20.603.140.

20.514.140 – Data Centers

Data centers must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

~~A. **Location**.~~

~~1. No d~~ata center shall be located within a half-mile of a residential use.

B. ~~**Design**.~~

~~1. At~~ least 20 percent of the street-facing frontage of buildings shall including design elements and architectural treatment, including modulation (recesses or offsets) at intervals not exceeding 150 feet.

2. Blank walls visible from public streets shall not exceed 50 feet in length without articulation (offsets, recesses or other architectural elements).

3. All rooftop equipment shall be screened by parapets or architectural enclosures equal to or greater than the equipment height.

C. **Development Agreement Required**. A development agreement, prepared and approved pursuant to Section 20.603.040, is required for all data centers.

~~**Cyber Cafes**~~

~~All cyber cafes shall comply with the following regulations:~~

~~B. **Location and Design.**~~

~~1. No cyber cafe shall be maintained within 500 feet of any primary or secondary public or private school, park or public playground.~~

~~2. Front windows shall not be tinted, shaded, painted, blacked-out, or similarly covered or obscured during business hours.~~

~~3. A waiting area inside the establishment shall be provided, with seating equal to one seat for every four computer stations. No waiting list shall be maintained beyond the seating capacity of the waiting area. No outside waiting or seating areas are permitted.~~

20.514.150 – Child ~~Day Care~~ Facilities~~Centers~~ and Family Day Care Homes

A. **Purpose.** This section provides regulations for ~~Child~~ Day Care ~~facilities~~ Centers and Family Day Care Homes to protect the safety and well-being of children and minimize impacts to neighboring properties.

B. **Types of ~~Child~~ Day Care Facilities.**

1. ~~Residential~~ Family Home Day Care ~~Facilities~~ Homes may provide care for up to 14 children and are required to have an adult assistant on the premises. ~~residential~~

   a. Small Family Day Care Homes may provide care for six children or up to eight children if the standards of the Health & Safety Code Section 1597.44 are met. These homes are allowed by right subject only to the standards that apply to single family residences, and no business license is required.

   b. Large Family Day Care Homes serve seven to 12 children or up to 14 children if the standards of health & Safety Code Section 1587.465 are met. They are subject to the standards of this section and the standards of the zoning district where they are permitted.

2. ~~Child~~ Day Care Centers are ~~childcare~~ care facilities for adults or children that are not provided within a residential use. ~~Child day~~ Day care centers include pre-schools, nursery schools, infant care centers, adult care centers, and after-school facilities for children. The also may include centers providing adult day health care.

C. **General Standards that Apply to all ~~Child~~ Day Care ~~Facilities~~Centers and Large Family Day Care Homes.**

1. In addition to those off-street parking spaces required of the primary residential land use, one off-street parking space shall be provided for each employee of ~~the~~ a day care ~~provider~~center. Two drop-off spaces are required for large family day care homes.in addition to the spaces required for the residence The driveway may be used to fulfill this requirement.
2. Written verification that all fire and life safety standards have been met shall be submitted to the Director of ~~Community~~ Development Services prior to the commencement of the use.
3. Any swimming pool, pond, wading pools, or similar bodies of water greater than 18 inches in depth shall be fully enclosed by a minimum 5-foot-high non-climbable fence. Additionally, all entrances and exits shall have ~~self-closing~~self-closing and latching gates. All latches shall be located at least 54 inches above adjacent grade.
4. All trash receptacles and air-conditioning units located outdoors and next to any active play area shall be fully enclosed by a wall or fence to protect children.
5. Trash receptacles shall be maintained in a sanitary condition with no odor detectable from adjacent properties.
6. Hours of operation shall be less than 12 hours per day.
7. Noise levels shall comply with Title 9 of the Municipal Code.

D. **~~Residential Day Care Facilities~~Large Family Day Care Homes.**

~~1. The use shall be clearly incidental and subordinate to the primary~~is allowed by-right. A zoning ~~clearance is required for Large Family Day Care Homes.~~

~~2.~~1. All required State licenses and permits shall be obtained.

2. There shall be a maximum of 14 children allowed per residential day care facility.

3. A minimum of 50 square feet of outdoor recreational space must be provided for each child over two years old. This outdoor area cannot be located in any required front or street side setback area, A periphery fence or wall at least five feet high, constructed of wood or masonry, must be provided to screen and secure outdoor recreational areas.

4. An Administrative Approval is required.

E. **~~Child~~ Day Care Centers.**

1. An Administrative Approval is required. However, any establishment may provide adult or child day care as an accessory use that is not subject to additional permit requirements, provided that the establishment offers day care only to its customers or employees, and only during the period when the customers or employees are visiting or working in the establishment.

~~1.~~2. An on-site vehicle turn-around or separate entrance and exit points, and passenger loading area must be provided. The city shall specifically consider the location and appearance of the proposed turn-around or access in determining compatibility with surrounding uses.

~~2.~~3. The operator must obtain the written consent of the property owner when the ~~child~~ day care ~~facility~~ center is located.

~~3.~~4. Outside play areas for children shall have a minimum fence height of 5 feet.

~~4.~~5. Outside play areas for children shall have a minimum 10-foot setback from street side property lines. ~~be located a minimum of 10 feet from public right-of-ways.~~

~~5.~~6. Outside play areas for children shall be a minimum of 75 square feet per child, excluding infants under two years of age.

7. For adult day care centers a minimum of 50 square feet of common indoor activity space shall be provided for each participant in the day care program. Such space may include recreation rooms, reading rooms, game areas, lounges, therapy rooms, and similar participant gathering spaces. Up to 40 percent of this space may be provided as outdoor recreational space.

20.514.160 –Drive-Through Food and ~~B~~everage Facilities

Drive-through facilities shall be developed in accordance with the following standards.

A. **Aisle Width.** Drive-through aisles shall have a minimum width of 11 feet on straight sections and 12 feet on curved sections.

B. **Aisle Setback.** Drive-through aisles shall be set back a minimum of ~~15~~ 510 feet from all street property lines and shall be screened by landscape berms, low garden walls, or a combination thereof.

C. **Landscape Buffer.** There shall be a minimum 25-foot-wide landscaped buffer between drive-through aisles and any abutting residentially zoned property.

D. **Entries and Exits**. Entries and exits shall be no closer than 25 feet from a street intersection and ~~their~~the locations ~~are~~is subject to approval of the Director of Development Services and City ~~Traffic~~ Engineer. ~~**Exits.** No drive-through aisle shall exit directly onto a public street or alley.~~

E. **Screening.** All service areas and restrooms accessed from the exterior of the building shall be screened from view of the public street.

F. **Design.** Drive-through facilities within an integrated shopping center may reflect the national brand identity of the facility and, where there are no conflicts, shall be consistent with the architectural design and detailing, roof material, exterior finish materials, and color of adjacent structures. A pedestrian walkway shall connect the parking area to the building entry.

G. **Noise.** Drive-through facilities that rely upon the use of speaker/microphone stations for the placing and/or receiving of customer orders, shall locate the station a minimum of 50 feet from any residentially zoned property. In no case, however, shall noise emanating from a speaker/ microphone station be audible beyond the property line.

H. **Length of Queuing Lane.** ~~Drive through facilities shall provide a queuing lane sufficient in length to accommodate five vehicles at the point of food ordering.~~ Drive--through facilities shall provide a queuing lane sufficient in length to not interfere with traffic on adjoining public and private streets,

~~and~~ with on- or off-street parking, and shall accommodate no less than five vehicles at the point of food ordering. The Director of Development Services ~~shall~~may require a longer queue lane or double lanes for high volume facilities. The City Traffic Engineer shall require a traffic queuing analysis to be reviewed and approved that demonstrates the needed queue length for the intended and potential future drive-through uses.

20.514.170– Emergency Shelters

A. **Purpose and Intent.** The purpose of these standards is to ensure the development of emergency shelter facilities does not adversely impact adjacent property or the surrounding neighborhood, and that these facilities will be developed in a manner that protects the public health, safety, and general welfare of all city residents while meeting the housing needs of the community.

B. **Use Standards.**

~~1. ***Number of beds.***~~

~~a. Emergency shelter facilities shall contain no more than 30 beds and shall serve no more than 30 persons at any one time.~~

~~2.~~1. ***Duration of stay.*** Emergency shelter operators may ~~shall be available to residents for no more than 90 days~~may establish flexible program rules governing the duration of stay.

~~3. ***Management plan required.*** Staff and services shall be provided to assist residents in obtaining permanent shelter, at no cost to the residents. Emergency shelter providers shall have a written management plan including, as applicable: provisions for staff training, neighborhood outreach, security, and screening of residents to insure compatibility with the type of services provided.~~

~~4. ***Proximity to other emergency shelters.*** Emergency shelters shall be located a minimum of 300 feet from any other emergency shelter.~~

~~5.~~2. ***Hours of operation.*** Facilities shall establish ~~set~~ operational procedures ~~hours~~ for client intake and discharge.

~~6.~~3. ***On-site management.*** On-site personnel shall be provided at all times.

~~7.~~4. ***Lighting.*** Facilities shall provide security and safety lighting in the parking lot, on buildings, and areas of pedestrian access.

~~8.~~5. ***Security.*** Facilities shall provide secure areas for personal property.

~~9.~~6. ***Waiting area.*** If intake of clients will occur on-site, ~~a minimum 200 square foot~~an enclosed or screened waiting area shall be provided to prevent queuing in the public right-of-way. Additional waiting area may be required depending on the anticipated client load.

~~10. ***Living area.*** 120 square feet of indoor living area of indoor living area, plus an additional 50 square feet of living area for each additional person over two persons, excluding staff, of which 30 percent shall be common or recreational space.~~

~~11.~~7. ***Emergency Shelter Management Plan.*** The operator of an emergency shelter shall prepare and submit a management plan to the Director of Development Services that includes, as applicable, the following: staff training to meet the needs of shelter residents; community outreach to explain the services offered to the homeless community; adequate security measures to protect shelter residents and surrounding uses; and services provided to assist residents with obtaining permanent shelter and income.

20.514.180– Equipment Rental and Sales

Equipment rental and sales, including outdoor storage, must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Light Equipment.** Light equipment rental and sales shall be wholly conducted within an enclosed structure. No outside storage~~, including vehicle storage,~~ of equipment shall be permitted.

B. **Heavy Equipment.**

1. Equipment and vehicles shall be screened from public view by a minimum 6 feet high decorative screen wall. Outdoor storage of vehicles used to transport heavy equipment is allowed if screened from public view.

2. No item shall be displayed within any parking space or loading area required pursuant to Chapter 20.~~18~~ 511 (Parking and Loading~~-~~).

3. No item shall be displayed on public property.

4. No item shall be displayed in a manner that:

   a. Causes a safety hazard;

   b. Obstructs the entrance to a building;

   c. Interferes with or impedes the flow of pedestrian or vehicular traffic;

   d. Is unsightly or creates any other condition that is detrimental to the appearance of the premises or any other surrounding property; or

   e. In any other manner which is detrimental to the public health, safety or general welfare, or causes a public nuisance.

20.514.190 – Farm Employee Housing

Farm Employee Housing must be located, developed, and operated in compliance with the following standards, where allowed by the land use regulations for the agricultural or open space zoning district in Chapter 20.~~08~~205 (Agriculture, Open Space, and Public Zoning Districts).

A. **Eligible facilities**. Farm employee housing may consist of a variety of living quarters, dwelling units, group housing, tents, bunkhouses, recreational vehicles, mobile homes, or other housing designed and

maintained for use by eligible farm employees for temporary or seasonal residency or permanent residency. Farm employee housing does not include a hotel, motel, inn, tourist hotel, multiple-family dwelling, or single-family homes where the housing is offered and rented to nonagricultural employees on the same terms as to farm employees, the owner of the housing is not an agricultural employer, or the housing is classified as "employee community housing" under the California Health and Safety Code Section 17005.5, which is owned by a public entity or is privately owned by a qualified nonprofit entity and has been granted an exemption under Health and Safety Code Section 17031.3.

B. **Streamlined review** – when only a zoning clearance is required in an agricultural zone. Small farm employee housing, consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a ~~single family~~single-family or household on a site in an Agricultural Zone, OS 1 Zone, or OS 2 Zone, is a permitted agricultural use and only requires a Zoning Clearance under Section 20.~~23~~603.~~120~~100 (Administrative Approval) to confirm that the standards of this Section and other applicable requirements of this Title are met. Large farm employee housing requires Site Approval by the Planning Commission; however, the time limits for review and approval, established in Section 17021.8 of the California Health and Safety Code apply.

C. **Limits on location.** No farm employee housing shall be allowed in the following locations:

1. Within 75 feet of barns, pens, or structures housing livestock or poultry;
2. Within 50 feet of a Residential zoning district;
3. On wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993);
4. Within a high fire hazard severity zone, as determined by the California Department of Forestry and Fire Protection;
5. On a hazardous waste site, unless the Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses;
6. Within a delineated earthquake fault zone, as determined by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission and by the City's building department;
7. Within a flood plain as determined by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit;
8. Within a floodway as determined by the Federal Emergency Management Agency;
9. On land subject to a natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan, or subject to a conservation easement (excluding Williamson Act contracts); and
10. On land where the groundwater is within five feet of the soil surface where onsite wastewater disposal would serve six or more family units.

D. **Limits on fees**. No taxes or permit fees that are not normally required for other agricultural activities in an Agricultural Zone, OS 1 Zone, or OS 2 Zone can be required of an applicant developer of farm employee housing.

E. **Maximum height.** 25 feet.

F. **Minimum sleeping area – group quarters**. In group quarters, the minimum floor area available for sleeping purposes shall be 50 square feet per occupant.

G. **Accessory uses and structures – group quarters.** The following accessory uses and structures are allowed for farm employee group quarters: food service for residents with a kitchen and dining hall; laundry facilities; storage facilities; and community facilities for education, group or individual meetings, reading, health, or other services.

H. **No limits on density.** Farm employee housing is exempt from the density limits of the Agricultural zoning district

I. **No occupancy restrictions.** The occupants are not required to live in the housing as a condition of employment or of securing employment and the occupants are not required to live in the housing by the employer of the occupants, an agent of the employer of the occupants, or an agricultural employer as defined in the California Labor Code.

J. **Open space required.** When a farm employee housing project includes more than 10 dwelling units, recreational facilities and common open space for residents' use shall be provided as follows:

1. ***Common area.*** A minimum of 20 percent of the site area for the farm employee housing shall be outdoor common area with recreational facilities for activities such as baseball, basketball, soccer, horseshoes, or children's play areas.

2. ***Private open space.*** Private open space shall be provided as follows:

   a. A minimum of 80 square feet per unit for ground-floor units with a minimum horizontal dimension of 8 feet; and

   b. A minimum of 36 square feet for upper-level units with a minimum horizontal dimension of 6 feet.

K. **Employee housing for six or fewer employees.** Employee housing that accommodates six or fewer employees shall be considered a single-family structure and residential use pursuant to California Health and Safety Code Section 17021.5 and only has to meet the standards that apply to a ~~single family~~single-family dwelling on a lot. Use of a single-family dwelling for such housing does not constitute a change of occupancy for purposes of State Housing Law or the City's Building Code.

L. **Permit Required.** A permit from the California Department of Housing and Community Development (HCD) is required for housing for five or more employees pursuant to the California Employee Housing Act; a copy of the HCD permit shall be provided to the Director of Development Services within 14 days of issuance.

M. **Exterior lighting**. Exterior lighting shall be limited to security needs only, directed downward, and full shielded from streets and adjacent residences.

N. **Off-street parking**. Off-street parking shall be provided as required by Chapter 20.~~18~~511, Parking and Loading. The minimum parking requirement for farm employee housing shall be one parking space for one bedroom or studio units, two spaces for units with two or more bedrooms, and one space per three beds for group quarters.

O. **Setbacks**. All farm employee housing shall be a minimum of 75 feet from any barn, pen, or other structure that houses livestock or poultry and a minimum of 50 feet from any other agricultural use.

P. **Water and wastewater disposal.** All farm employee housing shall have public water service and public wastewater collection service unless a private on-site wastewater disposal system is approved by the City.

Q. **Minimum period of occupancy**. The owner of farm employee housing approved under this section must agree to maintain this housing for a minimum period of 10 years after issuance of a final building permit. Failing to do so would allow the County to recover any taxes, fees, assessments, or charges that were waived for the farm worker housing.

R. **Compliance with other codes**. Farm employee housing shall conform with all the requirements of the City that are applicable to agricultural uses in an Agricultural Zone in which the property is located. All farm employee housing must satisfy building, fire, and safety standards, such as fire lane widths, minimum fire flows, and emergency egress, as established through State of California's Fire and Building Codes and as amended by the City.

20.514.200 –Farmers' Markets and Open Air Markets

Farmers' markets must be located, developed, and operated in compliance with the following standards, where allowed by the 200 Series, Base Zoning Districts. Open air markets may be approved as a temporary use; see Section 20.603.060 (Temporary Use Permits).

A. **Certification – When Required**. All farmers' markets that are not operated as an open air market must have a certificate, issued by the County Agricultural Commissioner, authorizing the location, months of operation, day(s) of the week, and hours of operation where agricultural products are sold by the producers or certified producers directly to the public, or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users. Upon receipt of a certified farmers' market certificate, an operator shall assume and retain responsibility for all aspects of the operation of a certified farmers' market at the location specified, including, but not limited to legal, financial, and regulatory compliance requirements.

B. **Permits Required**. The market operator and vendors must obtain and secure all necessary licenses, certificates, and health permits, if required. All permits (or copies of them) must be in possession of the farmers' market manager during all hours of operation.

C. **Management Plan**. A management plan must be prepared and provided to the Director of Development Services. It shall include:

1. The name of the market manager or managers, who must be present during all hours of operation; and

2. A set of operating rules addressing the governance structure of the market, the method of assigning booths or stalls and registering vendors, hours and days of operation, maintenance, security, refuse collection, and parking.

D. **Small Certified Farmers' Markets**. Small certified farmers' markets, meeting the following criteria, are allowed as temporary or accessory uses on school sites, library sites, community center sites, and places for religious assembly in residential zoning districts and in shopping center parking lots:

1. The market has no more than 15 certified producers of agricultural products;

2. The market does not occupy a sales area greater than 10,000 square feet; and

3. The market does not operate more than one calendar day a week for more than six hours a day.

E. **General Certified Farmers' Markets.** A certified farmers' market that does not meet the criteria for a small certified farmers market, is allowed where permitted by the land use regulations in the 200 Series, Base Districts.

F. **Operating Requirements**. All certified farmers' markets shall comply with the following operational requirements:

1. The market shall operate no earlier than 8:00 a.m. and no later than 8:00 p.m. on any day, excluding the time needed for set-up and clean-up. Set-up and clean-up for a farmer's market must occur on the same day as the farmers' market.

2. The market shall consist primarily of certified producers selling their agricultural products to the public; secondary uses may include vendor stalls for hand-made arts and crafts, candles, ceramics, pottery, clothing, soaps, balms, perfumes, and cosmetics made by the seller, prepackaged goods (e.g. pastas, jams and honey), and prepared food made by the vendor, but the space for these sales shall not be more than 25 percent of the total sales area in the market.

3. Pursuant to the California Food and Agricultural Code §47000 et seq., certified farmers' markets must accept CalFresh (SNAP) benefits via electronic benefit transfer ("EBT") card in addition to accepting other forms of payment.

~~No amplified sound or music of any kind shall be allowed at any farmers' market.~~

4. The market shall have sufficient land area to allow, at a minimum, one vehicle parking space for each vendor plus space for each vendor stall.

5. All sales activities shall be conducted on a paved surface.

6. No sales or distribution of alcoholic beverages are allowed.

7. The market operator shall have refuse disposal and trash and recycling receptables available for customers' use and shall be responsible for trash and litter removal on the site of the farmers' market at the end of each day of operation.

8. The markets may be subject to inspection(s) at the Director's discretion to verify compliance with ~~this~~ these requirements and any other applicable provisions.

9. All activities of a farmers' market are subject to the prior written approval of the owner of the site on which the market is planned to occur.

20.514.210 – Group Homes

Group homes must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Exemption for Small Homes.** Group homes serving six or fewer residents are considered a single-family use and only subject to the standards that apply to single-family residences.

B. **Minimum Lot Area.** When located in a Residential zoning district, the minimum lot area is ~~10,000 square feet.~~the same as that required for other residential uses; in other zoning districts it is 10,000 square feet.

C. **Laundry Facilities.** Laundry facilities must be provided on-site, either in the units or in a shared facility unless commercial laundry facilities are available within a quarter mile walking distance.

D. **Common Open Space.** Common open space of 20 square feet for each person who resides in the facility must be provided, which is substantially less than the amount required for multi-family development to reduce housing costs. To ensure this common open space is a well-designed, coherent area that is an essential component of the project's design, not merely space left over after the building mass is placed, the following standards must be met:

1. Landscape areas having minimum dimensions of less than 20 feet but at least five feet at any point which are contiguous with and an integral part of the common open space or are connected to the common open space by walkways, may be included in calculating the area of such space. Non-contiguous landscape areas proposed to be included shall not exceed 20 percent of the total area of common open space.

2. Up to one-half of covered patio areas designed to be commonly used by residents of a development may be included in calculation of common open space, provided such area does not comprise more than 25 percent of the total common open space.

3. For group homes for 20 people of more, up to 30 percent of the required common open space area may be provided within a recreational building.

E. **Security.** Parking garages, surface parking, and private and common areas located outside the building must be designed to protect the security of residents, guests, and employees with security lighting. If circumstances warrant, the facility operator may control access to a parking garage by other persons.

F. **Building Accessibility and Safety Equipment.** Indoor common areas and living units shall be adaptable, meaning designed to accommodate persons with disabilities in compliance with federal and state accessibility laws and codes~~, as required by the Americans with Disabilities Act~~ and be provided with all necessary safety equipment (e.g., grab bars, ramps etc.), as well as emergency signal/intercom systems.

20.514.220 – Gun and Ammunition Stores

Gun and ammunition stores may have a test range for customers to test guns sold by the establishment. At no point shall the test range be used as a public shooting range.

20.514.230 – Gym/Athletic Instruction

Gym/Athletic instruction facilities shall be classified as Major or Minor facilities, Batting Cages, or Small/Boutique Fitness Studios and are subject to the following standards:

A. **Major Facilities.** Major facilities are those facilities that exhibit one or more of the following characteristics:

1. The facility is 15,000 square feet or larger in size;
2. The facility hosts tournaments, shows, meets, or other competitions;
3. The facility utilizes large-scale equipment such as trampolines, trapeze, swimming pools, mechanical ball throwers, or other similar athletic apparatus.

B. **Location Limitation for Major Facilities.** Major facilities ~~should~~ shall only be permitted on a lot or parcel with frontage on a primary or secondary arterial street, and in a single-tenant building. However, the Planning Commission may make exceptions based on access, parking, safety, and other considerations.

C. **Minor Facilities.** Minor facilities are those facilities that do not exhibit any of the criteria in subsection A above.

D. **Submittal Requirements.** Major and minor facilities are required to submit the following information when submitting an application requesting approval of an athletic instruction facility:

1. The proposed hours of operation.
2. A schedule of classes including the times of each class and anticipated number of students.
3. The number of parking stalls dedicated to the lease area, location of a pick up/drop off area, an access/parking plan, and the anticipated parking demand.
4. If the facility is to be located within a business or industrial park, provide a list of tenants within the park, type of business, and hours of operation.
5. Provide information on how the walls of the lease area will be insulated or other measures utilized to ensure music and/or other noises will not adversely affect adjacent tenants.

E. **Small/Boutique Fitness Studios.**

1. Small/Boutique Fitness Studios shall be permitted in commercial zones for one on one instruction and/or small classes limited to 20 members, one class at a time.
2. Classes may include uses such as spin, pilates, dance, and yoga uses.

20.514.240 – Hazardous Materials Use and Storage

A. **General Requirements.**

1. Any quantity of hazardous material that exceeds the exempt amounts per control area or outdoor area as specified in the Uniform Fire Code, latest edition, shall require the approval of a ~~Special~~ Conditional Use Permit.

2. No changes in practices or procedures, or the type and/or maximum quantity of material shall occur without first notifying the Chino Valley Independent Fire District and appropriate amendments made to the approved business emergency/contingency plan and/or risk management prevention program on file with the San Bernardino County department of environmental health services.

3. All operations shall comply with all applicable requirements of the Uniform Fire Code, latest adopted edition.

4. At all times, all operations shall be in full compliance with all federal, state and local regulations pertaining to containment, including restricting use/storage to designated areas, stacking height limitations of materials, and the provision of appropriate preapproved containment walls where required.

B. **Explosive or Extremely Hazardous Substances, Radioactive Material and Quantities Exceeding the Exempt Amounts per Control Area or Outdoor Area**. The use, generation, processing, production, treatment, storage, emission or discharge of explosives, extremely hazardous substances, radioactive material and quantities exceeding the exempt amounts per control area or outdoor area shall be conditionally permitted only as a use incidental to the primary permitted land use.

C. **Hazardous Waste Generators—More Than 55 Gallons, 500 Pounds or 200 Cubic Feet of a Compressed Gas**. Hazardous waste generators shall file with the ~~Community~~ Development Services Director a copy of an approved business emergency/contingency plan from the county of San Bernardino, pursuant to the provisions of Sections 25501(d) and 25504 of the California Health and Safety Code.

D. **Outdoor Propane Storage**. The outdoor storage of propane shall comply with the following:

1. The use shall be incidental to the primary land use.

2. Propane storage up to 500 gallons shall be permitted to be stored outdoors provided such storage is at least 250 feet from a residential structure.

3. Propane storage in excess of 500 gallons or within 250 feet from a residential structure shall be conditionally permitted.

20.514.250 – Health Care Offices and Clinics

Health care offices and clinics located in the ~~RMU, BMU, EMU,~~ CS, BP and M1 zoning districts shall be subject to the following:

A. **Employee Serving.** It is the intent that the primary business activity shall be for serving the employees of the city's industrial sector, although the use shall not be precluded from serving the general population.

B. **Separate Lot.** The use ~~must~~ should be on a separate lot or parcel that does not contain an industrial use and ~~may~~ should not be located within an industrial park or multi-tenant industrial building.

C. **Street Frontage Required.** The use ~~shall~~ should only be permitted on a lot or parcel with frontage on a primary arterial street.

20.514.260 – Home Occupations

A. **Purpose.** These standards allow for the operation of limited home-based businesses that are incidental to and compatible with residential uses permitted within residential zoning districts.

B. **Permit Required.** Establishment of a home occupation shall require ~~an Administrative Approval~~approval of a home occupation permit.

C. **Exempt Uses.** A home occupation permit shall not be required for an in-home educational activity, including but not limited to music lessons, academic tutoring or religious instruction, provided no more than five students are present at any one time, or a business that requires only a phone and/or computer, with no deliveries or storage of items related to the business to occur at the home.

D. **Prohibited Uses.** The following uses are prohibited as home occupations:

1. Gun and/or ammunition sales.
2. Barber and beauty shops, physical therapy, psychotherapy, or similar personal services.
3. Businesses which involve the harboring, training, breeding, raising, grooming, or veterinary care of cats, dogs or other animals on the premises.
4. Carpentry, cabinet making, or furniture refinishing.
5. Bee keeping; keeping of poultry or birds for commercial purposes.
6. Medical and dental offices, clinics, or laboratories.
7. Repair, fix-it or plumbing shops.
8. Storage of equipment, materials and other accessories to the construction or service trades.
9. Motor vehicle repair (body or mechanical), upholstery or painting.
10. Welding or machining.
11. Gymnastics or athletic instruction.

12. Recording studios.
13. Outdoor recreation.
14. Retail sales, excepting Cottage Food Operations per Government Code Section 51035.
15. Commercial food preparation (catering), excepting Cottage Food Operations per Government Code Section 51035.
16. Any other use determined by the Director that is not incidental to and/or compatible with residential activities.

E. **Operating Standards.** Home occupations shall comply with the following operating standards:

1. A home occupation shall be clearly incidental and subordinate to the primary residential use.
2. Only the occupants of the dwelling may engage in the home occupation.
3. There shall be no change in the outward appearance of the premises resulting from the home occupation.
4. There shall be no advertising that identifies the home occupation by street address.
5. The home occupation shall be conducted within an enclosed structure, completely confined to one room of the dwelling, excepting the garage, and shall occupy no more than ten percent of the gross floor area of the dwelling.
6. Only one vehicle, no larger than a one-ton pick-up truck or van, may be maintained on the property, either directly or indirectly in connection with the home occupation.
7. There shall be no outdoor use or storage of material or mechanical equipment not recognized as being part of a normal household or hobby use.
8. There shall be no storage of flammable, combustible, explosive, and/or hazardous materials associated with the home occupation.
9. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises.
10. The home occupation shall not generate vehicular or pedestrian traffic in greater volumes than would reasonably be expected in a residential neighborhood.
11. The home occupation shall not involve the use of commercial vehicles for delivery of materials at greater frequency than would reasonably be expected in a residential neighborhood.
12. No equipment or processes shall be used which create noise, odor, smoke, glare, dust, fumes, vibration, or result in interference with radio or television reception detectable to the normal senses outside the dwelling unit in which the home occupation is conducted.
13. If the home occupation is to be conducted on rental property, the property owner's written authorization shall be provided on the home occupation permit application.

14. If the home occupation is to be conducted in a residence that is part of a homeowner's association, the association's written authorization shall be provided on the home occupation permit application.

15. No home occupation shall be conducted without a current business license obtained pursuant to the provisions of Title 5 (Business Licenses and Regulations) of the Chino Municipal Code.

16. Retail sales from the location of the home occupation, in conjunction with a Cottage Food Operation per Government Code Section 51035, shall be limited to the hours of 8:00 AM to 8:00 PM.

20.514.270 – Hotels, Motels, and Bed and Breakfast~~, and Boarding Houses~~

Hotels, ~~and~~ motels, and Bed and Breakfasts ~~-~~shall comply with the following standards:

A. **Occupancy Restrictions.**

1. Guestrooms may only be rented once in any single 24-hour period.

2. The maximum length of stay by guests shall not exceed 30 consecutive days.

3. Bed and Breakfast facilities must have at least 10 rooms for guests~~-~~.

B. **Site Design.**

1. A vehicle drop-off/passenger loading zone shall be provided to accommodate guest loading and unloading.

2. A buffer shall be provided between adjacent residential uses including a screening fence with a minimum height of 7 feet and a landscaped area with a minimum width of 10 feet.

C. **Miscellaneous Requirements.**

1. An online booking system is required Bed and Breakfasts with a minimum of 10 rooms for lodging.

20.514.280 – Live Entertainment

Any use involving live entertainment shall be subject to and comply with the provisions of Title 5 (Business Licenses and Regulations) relative to live entertainment. Any use involving live entertainment also shall comply with the following standards:

A. **Incidental Use**. Live entertainment shall be subordinate and incidental to the primary use. Live entertainment with an observation area of 1,000 square feet or less that does not sell tickets or charge admission shall be permitted. Live entertainment with a stage area exceeding 80 square feet and/or an audience observation area exceeding 1,000 square feet shall require approval of a special conditional use permit by the Planning Commission.

B. **Frequency**. The entertainment shall occur on a schedule as approved by the Chino Police Department and the City Council through the live entertainment permit process in Title 5.

C. **Litter Control**. Disposable items distributed by the establishment shall be printed with the name of the establishment. The applicable review authority may impose litter cleanup conditions if it is determined that the use is creating or will create a litter problem.

D. **Entrances and Exits**. ~~Entrances~~ Public entrances to or exits from a building with live entertainment are prohibited from facing a residential use.

~~**C. Planning Commission Exemption.** The Planning Commission may grant an exemption from one or more of the regulations contained in subsections (A) and (B) of this section through the issuance of a Special Conditional Use Permit, based upon the specific operating characteristics of the use, after determining the exemption will not endanger the public health, safety or general welfare.~~

20.514.290 – Live/Work Units

Live/work units must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Limitations on Use.**

1. Non-residential uses of a live/work unit shall be only those uses that are allowed within the applicable zoning district.
2. A live/work structure shall be occupied by only the business operator. Live/work structures shall serve primarily as a business with accommodations for living space.
3. Exclusive residential use is not allowed in a live/work unit.

B. **Prohibited Uses.** The following uses are not permitted as part of a live/work unit:

1. Adult-oriented businesses.
2. Vehicle sales, service, maintenance, or repair.
3. Welding, machining, or open-flame work.
4. Manufacturing or processing activities.
5. Any use that might affect the health or safety of nearby residents or associated with hazardous materials and other uses determined incompatible by the ~~Community~~ Development Services Director because of their potential to create dust noise, vibration, noxious gases, odors, smoke or any other negative impacts are not permitted in live/work units.

C. **Design Standards.**

1. **Floor Area Requirements**. The minimum floor area of the live/work unit shall be ~~1,000~~ 800 square feet. A maximum of ~~30~~ 50 percent of this space shall be reserved for ~~work space~~residential occupancy, the rest reserved for ~~occupancy~~work space.

2. **Access**. Each unit shall be clearly separate from other units and any different uses which may be in the structure and should be accessed from common public access areas, corridors, halls and/or public sidewalks.

3. **Commercial or Industrial Use**. The design of live/work units shall be similar to structures occupied by commercial or industrial uses commonly found in the vicinity of the live/work units.

D. **Operating Standards.**

1. **Occupancy**. Living space and working space shall not be separately rented or sold as a residential space for persons not working on the premises or as a place of business for persons not living on the premises, but both uses shall be occupied by the same person, the business operator of the unit.

2. **Sale or Rental**. No portion of the live/work unit may be rented or sold separately from the business operator working or living in the unit.

3. **Notice to Occupants**. All adjacent occupants and users shall receive written notice that levels of noise, dust odor, fumes or other effects associated with commercial or industrial use may be present in the area surrounding the live/work unit.

4. **Business License**. The operator and resident of a live/work space shall maintain at all times a valid City of Chino Business License.

20.514.300 – Low Barrier Navigation Centers

A. **Purpose.** This section establishes standards for low barrier navigation centers (LBNCs), consistent with the General Plan and State law.

B. **General Requirements.** LBNCs are allowed by right with a zoning clearance in all areas zoned for multi-family homes and residential mixed use development under the 200 Series, Base Zoning Districts.

C. **Development Standards.** LBNCs shall be located, developed, and operated in compliance with the development standards of the zone where they are located.

D. **Operating Standards**. LBNCs shall comply with the requirements of California Government Code Section 65660 as follows:

1. LBNCs shall offer services to connect people to permanent housing through a services plan that identifies services staffing.

2. LBNCs shall be linked to a coordinated entry system, so that staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. In this context, a "coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as amended, and any related requirements, intended to coordinate participant intake, assessment, and referrals.

3. LBNCs shall comply with Chapter 6.5 (commencing with Section 8255) of Division 8 of the California Welfare and Institutions Code.

4. LBNCs shall have a working system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

E. **Review and Approval.** The time periods for determining whether an LBNC application is complete and making a decision on a proposed LBNC shall be those set for in California Government. Code § 65664.

20.514.310 – Manufactured Housing

Manufactured homes, including mobile homes on permanent foundations, shall be located, developed, and operated in compliance with the following standards, where ~~single family~~single-family residences are allowed by the 200 Series, Base Zoning Districts.

A. **General Requirements.** Manufactured homes are allowed by right with a zoning clearance in all zones where single-family homes are permitted; they are subject to the same development standards as a single--family home. Manufactured homes also must conform to the Manufactured Housing Act of 1980 codified in Division 13, Part 2, of the California Health and Safety Code, commencing with Section 18000.

B. **Required Certification**. A manufactured home must be certified under the standards set forth in the National Manufactured Housing Construction and Safety Standards Act of 1976, as amended, at the time of any application for placement of such manufactured home.

C. **Permanent Foundation.** The manufactured home must be placed on a permanent foundation in accordance with the standards set forth in the California Building Code as adopted by the City.

D. **Age of Home.** No more than 10 years may elapse between the date of the manufacture of the manufactured home and the date of the application for issuance of a permit to install a home on a lot in the City.

E. **Utilities.** Each manufactured home must be provided permanent hookups for electricity, gas, water, and sewer connections in the same manner applicable to permanent buildings. Gas shutoff valves, meters, and regulators must not be located beneath the manufactured home, in compliance with the requirements of the Building Code for comparable residential structures.

20.514.320 – Massage Establishments

A. **Purpose.** This section establishes general requirements and standards for massage establishments, consistent with the General Plan and State law.

B. **Definitions.**

1. "California Massage Therapy Council" or "CAMTC" shall mean the California Massage Therapy Council as defined in Business and Professions Code Section 4602.
2. "Massage" shall mean a method of procedure upon the external parts of the body consisting of rubbing, stroking, kneading or tapping with the hand or any instrument, and other techniques recognized as legitimate by CAMTC.
3. "Massage establishment" shall mean a fixed place of business where any person(s), association, or corporation engages in or conducts, or permits to be engaged in or ~~conducted~~ conduct, any business of giving massage. Massage establishment also includes any public bath house that provides Turkish, Russian, Swedish, vapor, sweat, electric, salt, or any other kind of character of baths where alcohol rub, fomentation, bath or electric massage procedure, manipulation of the body, or similar procedures are given with the assistance of an attendant. Home-based massage businesses and businesses that provide out-call massage services are also massage establishments for purposes of this section.
4. "Massage therapist" shall mean any person who administers to another person, for any form of consideration having monetary value, a massage, alcohol rub, fomentation, bath or electric massage procedure, manipulation of the body, or other similar procedure.
5. "Operator" shall mean any person who is a manager of a massage establishment, whether on a continuing, temporary, or one-time basis. An operator may also be an owner.
6. "Owner" shall mean any of the following persons:
    a. The sole proprietor of a sole proprietorship operating a massage establishment.
    b. Any general partner of a general or limited partnership that owns a massage establishment.
    c. Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.
    d. Any person who is a member of a limited liability company that owns a massage establishment.
    e. All owners of any other type of business association that owns a massage establishment.
7. "Out-call massage services" shall mean the engaging in or carrying on of massage therapy for compensation at locations other than at a fixed place of business.

C. **General Requirements.** Massage establishments require a conditional use permit in all areas zoned for commercial and mixed use development under the 200 Series, Base Zoning Districts, provided the massage therapists are CAMTC-certified and the standards of this section are met.

D. **Where Allowed.** New massage establishments shall be at least 1,000 feet for existing massage establishments.

E. **Development Standards.** All massage establishments shall comply with the following requirements:

1. Dressing areas; and toilet facilities shall be provided for patrons. Lockers shall be provided whenever patrons are required to undress or disrobe. Male and female patrons shall not simultaneously use lockers, and toilet facilities.
2. Lighting of not less than 40 watts shall be provided in each room or enclosure where massage services are performed on patrons.
3. Massage shall be provided on a massage table manufactured for the purpose of providing massage.
4. Ventilation shall be provided for each enclosure of room.
5. Equipment for disinfecting and sterilizing instruments shall be provided.
6. Closed cabinets shall be utilized for the storage of clean linen.
7. The inside of doors to individual massage rooms or enclosures shall not be fitted with locks or any device intended to prevent the opening of such doors. Doors of individual massage rooms shall not be locked at any time during a massage therapy session.
8. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and other physical facilities must be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs shall be thoroughly cleaned after each use.
9. Clean and sanitary towels and linens shall be provided for each patron of the establishment. No common use of towels or linens shall be permitted.

F. **Operating Standards.**

1. The owner and the operator shall comply with the Massage Therapy Act (California Business and Professions Code Section 4600 et seq.), including but not limited to those provisions relating to the display of certificates, sexual acts, advertising, and dressing requirements.
2. A list of services and the cost of such services provided by the establishment shall be displayed at a conspicuous location in the reception area. Any services rendered, which are not so listed, may be grounds for revocation or suspension of the massage establishment permit.
3. No massage establishment shall be kept open for business between the hours of 10 p.m. and seven a.m.
4. No alcoholic beverages shall be sold, served, or furnished to any client; nor shall any alcoholic beverages be permitted, kept, or possessed on the premises of a massage establishment unless the massage establishment has a current ABC license and all required city approvals.
5. Except in emergencies, patrons shall be directed to use the front or street facing entrance and exit.
6. All payment for services, including gratuities, shall be exchanged in a reception room or other central area, if any, and not within any of the massage rooms.

7. The operator shall maintain a record of the date and hour of each treatment, the name and address of the patron, the amount paid for the treatment including any gratuity, and the name of the massage therapist administering such treatment.

20.514.330 – Mobile Home Parks

Mobile home parks shall be constructed and maintained in accordance with the following:

A. **Minimum Setbacks.**

1. Front Yard: 15 feet, measured from the face-of-curb of internal private streets or parking spaces.
2. Rear Yard: 10 feet, measured from the space line.
3. Interior Side Yard: 5 feet, measured from the space line.
4. Street Side Yard: 15 feet, measured from the face-of-curb of internal private streets.

B. **Permitted Projections into Setback Areas.** Eaves, canopies, porches or other similar projections may extend a maximum of 1.5 feet into a required internal setback area.

C. **Space Coverage.** Maximum mobile home space coverage shall be 75 percent.

D. **Support Pad.** Each mobile home shall be equipped with skirting, or provided with a support pad designed to give the appearance of the mobile home being located on-grade.

E. **Utilities.** All on-site utilities shall be located underground.

F. **Driveway Approaches.** Driveway approaches serving developments of ten or more units shall be delineated with enhanced paving treatment, such as interlocking pavers, textured and color pigmented concrete, or stamped concrete.

G. **Security Plan.** Prior to occupancy of the first space, the developer or owner may be required to provide a detailed security plan identifying security measures provided as part of the mobile home park.

~~**Motor Vehicle Sales and Leasing**[4]~~

~~Motor vehicle sales and leasing establishments shall comply with the following standards:~~

~~H. **Minimum Lot Area.** A vehicle sales and leasing use shall not be conducted on a site less than 2.5 acres in size.~~

~~I. **Minimum Building Size.** A minimum 300 square feet building shall be provided on the same lot or parcel for the sole benefit of the motor vehicle sales, leasing, or rental business. At a minimum, the building shall contain employee restroom facilities and private office space for the business.~~

[4] ~~Replaced by "Automobile Sales and Services."~~

~~J. **Vehicle Display Areas.**~~

~~1. Motor vehicle display areas shall not utilize parking spaces or loading areas required pursuant to Chapter 20.18 (Parking).~~

~~2. Vehicle display areas shall not be permitted within a required landscape setback.~~

~~3. If vehicles are stored or displayed along a street frontage, a minimum 10-foot landscape setback that includes a combination of trees, shrubs and appropriate ground cover shall be provided.~~

~~K. **Paving.** The surface of open-air display areas shall be paved with an impervious surface (i.e., concrete or asphalt) to the satisfaction of the Community Community Development Services Director and the City Engineer.~~

~~L. **Projections into Setback Areas.** Open-air display areas shall not project into any required setback area.~~

~~M. **Screening.** Service and associated car storage areas shall be completely screened from public view. Vehicle maintenance and repair shall only be conducted within an enclosed building~~

~~N. **Landscaping.**~~

~~1. If vehicles are stored or displayed along a street frontage, a minimum 10-foot landscape setback that includes a combination of trees, shrubs and appropriate ground cover shall be provided.~~

~~2. A vehicle sales and leasing use that is located adjacent to a residential zoned property shall provide a landscape buffer pursuant to Section 20.06.040.B.2 of this Code.~~

20.514.340 – Nightclubs, Bars, and Cocktail Lounges

Nightclubs, bars and lounges shall comply with the following standards:

A. **Location.** Nightclubs, bars and lounges shall not be located within 600 feet of any sensitive land use, including residentially zoned properties, schools, churches, public park and playgrounds, or nonprofit youth facilities.

B. **Conditions.** The final approving authority may impose additional special operational conditions, requirements or standards, as it deems necessary to ensure the public health, safety and general welfare.

C. **Signs.** No illuminated advertising for alcoholic beverages shall be permitted to be located on the exterior of buildings or on the interior of a building when visible through a window.

D. **Restaurants Excluded.** For the purposes of these provisions, the terms "nightclub," "bar" or "cocktail lounge" shall not refer to a bona fide eating place serving alcoholic beverages.

20.514.350 – Non-Traditional Financial Institutions ~~Check Cashing~~

Non-traditional financial institutions (e.g., check cashing centers and businesses offering payday loans and auto title loans) shall comply with the following standards:

A. **Permits Required.** A ~~-~~Conditional Use Permit must be obtained to operate a ~~check cashing center.~~non-traditional financial institution.

B. **Location.**

1. Non-traditional financial institutions ~~Check cashing centers~~ are conditionally permitted in the General Commercial (GC), Regional ~~Commercial~~ Mixed Use (~~RC~~ RMU), and ~~Service~~ Commercial Services (~~S~~CS) zoning districts only.

2. No more than one non-traditional financial institution ~~check cashing center~~ shall be located within a ¼-mile radius of another non-traditional financial institution to prevent the over-concentration of such businesses and to maintain existing financial establishments such as banks and other lending institutions.

3. ~~Check cashing centers~~ Non-traditional financial institutions shall be located no less than 500 feet from any sensitive land uses including public or private schools, religious institutions, ~~or state- or federally-owned bank, savings association, credit union~~ or similar uses.

4. ~~Check cashing centers~~ Non-traditional financial institutions shall be separated by no less than 300 feet from any residential district ~~or existing residential use~~.

C. Operational Standards.

1. The exterior of the building shall be adequately illuminated on all frontages and shall illuminate persons standing outside so as to be identifiable from 50 feet away. Off-site lighting shall be designed so as not to cast off-site glare.

2. A minimum of 60 percent of ~~S~~storefronts shall be glass, and no more than ~~25~~ 10 percent of any window area shall be obscured by signs, banners, or any opaque covering at any time.

3. Hours of operation shall be limited to between 7:00 a.m. and 7:00 p.m. daily.

~~4. Pay phones are prohibited from being located on the premises of the check cashing establishment.~~

~~5.~~4. The site must be maintained free of litter at all times. Trash, litter, and debris also must be removed from all abutting sidewalks.

~~6.~~5. A security plan shall be provided to the Chino Police Department and Planning Division for review and approval.

~~7.~~6. Graffiti shall be removed by the business owner within ~~72~~ 24 hours of application to property ~~on the check cashing premises~~.

20.514.360 Offices, ~~Professional/Business~~

~~Executive and business offices~~Offices as the primary land use within a multi-tenant industrial building in the ~~M1 and~~ M2 zones shall be permitted subject to the following:

A. **Permit Required.** The use shall be subject to the review and approval of a Zoning Clearance.

B. **Building Characteristics.** The building must be a multi-tenant building containing four or more tenant spaces and shall not contain dock high loading doors. Offices as a primary use shall not be permitted in a single tenant industrial building or building containing less than four tenant spaces.

C. **Location.** The primary office use should generally not be located adjacent to a business that manufactures or stores hazardous waste or creates loud noise, unless all impacts can be mitigated to the satisfaction of the Director of ~~Community~~ Development Services.

D. **Multiple Tenancies.** Multiple tenancies and subtenants are allowed within office buildings without restrictions on floor area to allow flexibility in leasing space**.**

E. ~~**Criteria for Zoning Clearance.** The zoning clearance shall include a determination of whether there is adequate parking.~~

F. ~~**Signs.** Signs shall be regulated according to the sign standards for industrial zones.~~

20.514.370 – Outdoor Displays and Sales

A. **Permanent Open-Air Sales.** Permanent open-air sales, displays and activities shall only be permitted in conjunction with a permitted commercial use and shall be subject to the following standards:

1. Outdoor display along a store front shall be limited to plant material, garden tools and patio furniture (including outdoor tables and chairs, barbecues, lighting fixtures, umbrellas, hammocks, and other similar items). The outdoor display of any other type of item shall be screened from view of the public street, and driveways and parking areas accessible to the public, except that the approving authority may approve specific areas for the display of bulk retail items along a store front provided:

   a. The display area along the store shall not exceed 10 percent of the lineal frontage of the building; and

   b. The materials being displayed shall be stacked no higher than 15 feet.

2. Outdoor display shall only be permitted in conjunction with a freestanding building exceeding fifty thousand square feet in area.

3. The items being displayed shall be of the type that are lawfully displayed and sold inside the building.

4. The aggregate display area along the store front shall not exceed 25 percent of the lineal frontage of the building, except that there shall be no maximum outdoor display area for the display or living plant material in conjunction with an outdoor nursery or garden center.

5. Items placed along the storefront shall not project more than 10 feet from the store's exterior wall and shall only be displayed during normal business hours.

6. Items being displayed shall not be placed within any permanent landscaped area.

7. No item shall be displayed within any required parking space or loading area.

8. Items shall be displayed only during operating hours of the associated commercial uses. Items shall be removed from display and moved into a permanently enclosed structure upon close of business.
9. No items shall be displayed on public property.
10. No item shall be displayed in a manner that:
    a. Causes a safety hazard;
    b. Obstructs the entrance to a building;
    c. Interferes with or impedes the flow of pedestrian or vehicular traffic;
    d. Is unsightly or creates any other condition that is detrimental to the appearance of the premises or any other surrounding property; or
    e. In any other manner which is detrimental to the public health, safety or general welfare, or causes a public nuisance.

B. **Temporary Open-Air Activities.** Temporary open-air activities shall be subject to the following:

1. **Promotional Sale**. A commercial business shall be permitted to hold special sales and sidewalk and parking lot sales subject to the following:
    a. A Temporary Open-Air Activities Application shall be filed at least 10 days in advance of the sale, which will include a site plan showing buildings, accessible routes, parking spaces, drive aisles, and the proposed display area. The application shall also state the proposed days and hours of operation for the sale.
    b. Events shall be limited to 60 days per year per business address.
    c. The outdoor display of merchandise shall be limited to merchandise available for purchase at the business. Restaurants shall not be permitted to sell food outdoors as a promotional sale. The outdoor display of merchandise shall be restricted to an area directly next to the exterior storefront of the business.
    d. The display of merchandise shall not impede pedestrian or vehicular circulation.
    e. All merchandise, materials, signs and debris shall be removed from the outdoor area by 9:00 a.m. following the last day of sale.
2. **Holiday Sales**. Christmas tree sales, ~~firework sales,~~ and pumpkin sales shall be permitted to operate subject to the following:
    a. A Temporary Open-Air Activities Application shall be filed at least 10 days in advance of the sale, which will include a site plan showing buildings, accessible routes, parking spaces, drive aisles, and the proposed display area. The application shall also state the proposed days and hours of operation for the sale.
    b. Such use shall not be permitted on any residentially zoned property.
    c. Sales shall be limited to 30 calendar days, 3 times per year.

3. **Yard Sales.** Yard Sales shall only be permitted in Residential zoning districts by the owner/occupant of a permitted residential unit; or in all other zoning districts by a school or bona-fide nonprofit organization on property under their ownership. Yard sales shall be conducted in accordance with Chapter 5.40 of the Chino Municipal Code.

4. **Fundraiser Car Washes**. Car washes held by bona-fide nonprofit organizations to raise money in support of their organization or by groups of people raising money for an individual's medical expenses or funeral shall be permitted subject to the following:

   a. A Temporary Open-Air Activities Application (no-fee) shall be filed at least 10 days in advance of the event. The application shall include a site plan showing the location of the wash area, parking spaces, site access, drive aisles, and driveways.

   b. A car wash event is limited to four days per calendar year per organization or individual.

   c. The area used for the car washing activity shall be located as far away from the storm drain inlet as possible in order to minimize the amount of run-off into the storm drain.

   d. The use of chemicals is prohibited, and the use of soap shall not be excessive.

   e. The car wash operation shall not impede pedestrian and vehicular traffic on or off-site.

   f. Advertising for the event is only permitted on-site where the event is being held or on the sidewalk adjacent to the site. All signs shall be removed at the end of the event.

   g. All applicable provisions of Section 13.05 of the Municipal Code (Water Conservation) shall be complied with.

20.514.380 – Outdoor Manufacturing and Processing

A. **Screening.** Outdoor manufacturing and assembly areas shall be completely screened from public view through use of building walls, decorative screen walls, landscaped berms or mounding, or a combination thereof.

B. **Outdoor Storage.** Materials and equipment kept outside shall comply with all requirements for outdoor storage as specified in Section 20.~~512~~514.~~200~~ 400 (Outdoor Storage and Storage Containers) of this chapter.

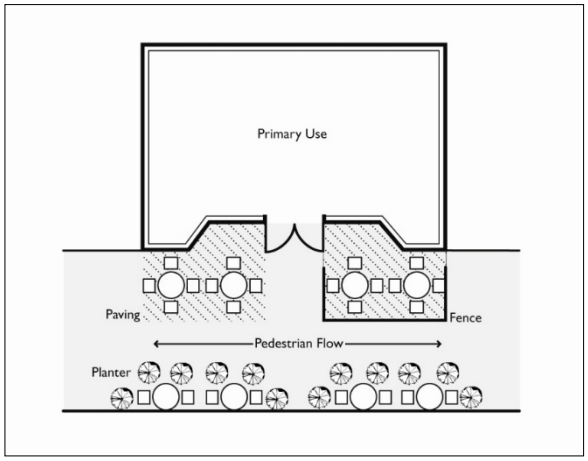
20.514.390 – Outdoor Seating Areas

Outdoor seating areas permitted in conjunction with an established eating and/or drinking place shall comply with the following, as shown in Figure 20.514-2:

A. **Location.**

1. The seating area shall be located adjacent to the building (or portion of building) occupied by the primary use.

FIGURE 20.514-1 LOCATION OF OUTDOOR SEATING



2. The seating area may also be located in the front, side, or rear of an adjacent business provided that permission is granted by the adjacent businesses.

B. **Alcohol Service.**

1. Alcohol may only be served to the outdoor seating areas if the accompanying restaurant holds an active liquor license and designed to meet Alcoholic Beverage Control (ABC) requirements.~~.~~

2. If alcoholic beverages are served to the outdoor seating area, the seating area must be fenced ~~and a restaurant employee shall seat restaurant patrons~~.

C. **On-Site Parking Required**. Outdoor seating areas shall be included in the required parking calculation for the use which it serves. However, when outdoor seating reduces or eliminates on-site parking, the number of spaces required for indoor seating shall be reduced by the number of spaces needed for the outdoor seating, calculated as one space per 100 square feet of seating area.

~~D. **Barrier**. A barrier is required for the leading edge of all outdoor seating areas. The leading edge of the outdoor seating is defined as the section of the outdoor seating area boundary which is perpendicular or nearly perpendicular to the building wall or curb line.~~

~~E.~~D. **Clearance.** The outdoor seating area shall be constructed so as to provide a minimum through-pedestrian traffic pathway of 5 feet in width and be clear from all structures, including streetlamps, trees, fire hydrants, and buildings. The pathway shall also comply with the ~~disabled access~~accessibility regulations in the latest adopted edition of the California Building Code.

~~F.~~E. **Seating Area.**

1. Overhead awnings, patio covers, and other shade structures for the purposes of covering the seating area are permitted. Shade structures shall be setback a minimum of 10 feet from any street side property line and shall be architecturally compatible with the main building.

2. Outdoor seating areas shall be enclosed by appropriate materials in instances where the seating is served by wait-staff or alcohol is served, or both. Appropriate materials for enclosure of

outdoor seating include metal or wood railings, or other suitable material approved by the ~~Community~~ Development Services Director and the Building Official.

~~G.~~F. **Menu Board.**

1. Outdoor seating areas, including sidewalk cafes, may have a menu board.
2. The menu board shall be located within the area devoted to outdoor seating and shall not exceed 2 feet in width and 3 feet in height.
3. When the accompanying restaurant is closed, the menu board must be stored.

~~H.~~G. **Hold Harmless**. If the outdoor seating area is or will be located within the public right-of-way, the applicant shall provide the City a satisfactory agreement to indemnify and hold the City harmless from any and all claims of injury or damage to persons or property attributable in whole, or in part, to the location, existence or operation of the outdoor seating area. The use of any public right-of-way shall be subject to review by the Director of ~~Community~~ Development Services and the City Engineer.

~~I.~~H. **Permits Required**. Establishment and operation of an outdoor seating area shall be subject ~~to Administrative Approval~~to a zoning clearance. Applications for approval of an outdoor seating area shall include the following ~~in addition to all materials as required by Chapter 20.23~~:

1. A site plan drawn to scale of the proposed outdoor seating area including location and placement of tables, chairs, seats, planters, umbrellas, business entrances and windows.
2. Photographs or brochures depicting the tables, chairs, umbrellas or other pertinent physical features of the outdoor seating area.

20.514.400 – Outdoor Storage and Storage Containers

A. **Outdoor Storage of Vehicles, Equipment and Materials.**

1. Outdoor storage areas shall be completely screened from public view through use of building walls, decorative screen walls, view-obstructing access gates with decorative screening, and landscaped berms or mounding, or a combination thereof.
2. Items stored outside, within 100 feet of any residentially zoned property or a public street, shall be stacked no higher than 6 feet.
3. Combustible materials stored outside shall be placed no closer than 20 feet from any property line, and a minimum 20 feet wide clear access drive shall be provided to the rear of the property to permit free access of fire trucks or any other safety vehicles at any time.
4. No materials or waste stored outside shall be deposited on the subject property in such form or manner that may be transferred off the lot by natural causes or forces (i.e., stormwater runoff, wind, etc.). All waste material shall be stored in an enclosed area, accessible to service vehicles.

B. **Storage in Agricultural Districts.** Outdoor storage of vehicles, equipment and materials that are used for crop cultivation, animal husbandry, or other related uses in agricultural districts is permitted in agricultural districts provided that it is screened from street view from adjacent residential uses.

C. **Storage, Shipping, and Sea Cargo Containers**. Storage containers, shipping containers, sea cargo containers, PODS, or other such containers ("containers") shall be limited to 120 square feet or less and be subject to the following regulations

1. Containers are not permitted in any Residential zoning district, except as follows:

   a. Relocation or moving of an occupant of a permitted residence, in which case a container shall not be permitted for a period of more than 30 days.

   b. In conjunction with a building permit for an approved addition, remodel, or similar project at an existing residence. The storage container shall be removed within 7 days of the permit expiring or being finaled and shall not exceed 6 months. Additional time may be granted by the Director of ~~Community~~ Development Services if it can be shown that progress is being made and there is a schedule for the completion of the work.

   c. In conjunction with a residential housing tract development. Plans for the location and timeframe for removal shall be included in the site approval application for such development.

2. Containers shall only be permitted in Commercial zoning districts on a temporary basis; see Section 20.603.060 (Temporary Use Permits) ~~pursuant to the requirements of subsection 20.12.020.B.4 of this code~~. However, bona-fide nonprofit charitable organizations that distribute food, clothing, and goods to the public shall be allowed one (1) storage container for a period of time to be determined by the ~~Community~~ Development Services Director, provided the container is placed on the same lot or parcel where the nonprofit organization has its business address or where the primary use/operation is located, the container is located out of public view from a public or private street right-of-way, and the placement of the container is not located in a required parking area.

3. Containers shall be permitted in Industrial zoning districts only in conjunction with and incidental to a permitted land use, and in accordance with the following:

   a. Containers shall be screened from public view through the use of building walls, decorative screen walls, a landscaped berm or mounding, or a combination thereof.

   b. Containers shall not be placed within 40 feet of residentially zoned property.

D. **Planning Commission Exemption.** The Planning Commission may grant an exemption from the regulations contained in this section through the issuance of a ~~Special~~ Conditional Use Permit, if they find that the exemption will not endanger the public health, safety or general welfare.

20.514.410 – Outdoor Vendors (Carts, Kiosks, and Mobile Food Vendors)

A. **Applicability**. The standards in this section apply to any portable, non-motorized wagon, cart, or similar non-wheeled unit used by a vendor from which retail goods, food, and/or beverages are offered for sale as well as mobile food vendors operating from a truck or van.

B. **Permits Required.** Outdoor vendors require ~~a Zoning Clearance~~an administrative approval application and a business license.

~~A.~~C. **Exemptions.** The following activities shall be excluded from the requirements of this section:

1. Outdoor activities that take place within the public right-of-way;
2. Pumpkin sales from October 1 to October 31, inclusive;
3. Holiday tree sales from November 1 to December 25, inclusive;
4. Residential yard sales activities up to three days within any three-month period;
5. Nonprofit activities related to religious establishments, community events, and fundraisers up to three days within any three-month period; and

~~B.~~6. Special events and parades subject to Section 5.04.540.

D. **Locational Criteria**.

1. Outdoor vending activities shall only be allowed in Mixed Use, Commercial, and Institutional Districts and in Public Parks and civic spaces.
2. The minimum distance between outdoor vendors is 300 feet.
3. The location where the outdoor vending unit is to be stored overnight must be identified in the application for administrative approval. Mobile outdoor vending units shall not be parked in Residential Districts.
4. The outdoor vending unit shall not be located within 12 feet of the outer edge of an entrance to any building or facility used by the public nor located where space for pedestrian passage will be reduced to less than 12 feet.

E. **Operating Conditions.**

1. A non-motorized cart/kiosk shall only be permitted on public or private property within a defined plaza area between buildings that are part of an office, commercial, or mixed -use development.
2. A non-motorized cart/kiosk should generally not exceed five~~5~~ feet in width, nine~~9~~ feet in length, and no more than six~~6~~ feet in height excluding canopies, umbrellas, or transparent enclosures. Deviations in size may be approved by the Director of Development Services on a case-by-case basis based on unique site or user circumstances.
3. A non-motorized cart/kiosk shall not obstruct access to or occupy a parking space, obstruct access to a parked vehicle, impede the delivery of materials to an adjoining property, interfere with access to public property or any adjoining property, or interfere with maintenance or use of street furniture.
4. Outdoor vendors located on the premises of an already established business shall be allowed to operate their business on that location only if it can be shown that there is adequate parking for both the established business and for customers of the outdoor vendor business.

5. The off-site location where the mobile vending unit is to be stored overnight must be identified in the application for a zoning clearance. Mobile vending units shall not be parked in Residential zoning districts.
6. Wash down of the mobile vending unit shall be only permitted at an approved facility that will capture the wastewater in an approved sanitary sewer.
7. The outdoor vendor shall be responsible for cleaning up the site and adjacent surrounding area of the trash and debris generated by the business during and at the end of each business day.
8. The mobile vending unit shall not be located within a 12-foot radius of the outer edge of any entranceway to any building or facility used by the public.
9. The mobile vending unit shall not be located where space for pedestrian passage will be reduced to less than six feet.
10. All mobile vending units shall be self-contained or located on a site that has been specifically designed to provide for water, waste, and power to operate. No exposed pipes or wires are permitted.
11. All packaging containers or boxes shall be stored within the mobile vending unit. The sale of alcoholic beverages shall be prohibited.

20.514.420 – Places of Worship

A. **Storefront Churches in the Mixed Use and BP, M1, and M2 Zoning Districts.** Storefront churches in the Mixed Use and BP, M1, and M2 Zoning Districts shall be subject to the following standards:

1. Storefront churches may be located within a multi-tenant building that has access to a secondary collector or local street.
2. Storefront churches shall be reviewed to include a determination of whether there are adequate parking potential land use conflicts with other uses in the industrial park, and whether any site enhancements or upgrades to the exterior of the building are needed.
3. Storefront churches with a seating capacity of more than 100 shall be subject to the review and approval of a Conditional Use Permit by the Planning Commission.

B. **Places of Worship in M1 and M2 Zoning Districts.** Places of worship within the M1 and M2 zoning districts shall be subject to the following standards:

1. The use must be on a separate lot or parcel that does not contain an industrial uses, and may not be located within an industrial park or multi-tenant industrial building.
2. The use should only be permitted on a lot or parcel with frontage on a primary arterial street. However, the Planning Commission may make exceptions based on access, parking, safety, and other considerations.

20.514.430 – Portable Toilets

A. The use of portable toilets shall be permitted within all zoning districts in conjunction with a building permit for an approved construction project. Portable toilets may also be permitted in conjunction with residential projects that do not require a building permit, such as painting and landscaping.

1. The portable toilet shall be removed within 3 days of the permit expiring or being finaled, or commencement of the work, whichever occurs first.

2. For projects at an existing residence, the presence of a portable toilet onsite shall not exceed 6 months. Additional time may be granted by the Director of ~~Community~~ Development Services if it can be shown that progress is being made and there is a schedule for completion of the work.

B. The use of portable toilets shall be permitted within all zoning districts in conjunction with an approved special event, as described in ~~Section 20.12.020 of~~Title 5 this code.

C. Portable toilets shall only be leased from a bona fide company that handles the delivery, pickup, and disposal of waste product for portable toilets. The name, address, and phone number of the portable toilet business/owner shall be clearly indicated on the outside of the portable toilet.

D. The portable toilet shall be maintained regularly so as to minimize nuisances to adjoining properties such as, but not limited to, odor, leakage of waste material, and appearance. If, in the opinion of the Director of ~~Community~~ Development Services, any of the aforementioned conditions exist, it shall be cause for the immediate removal of the portable toilet. The City, or its designee, may remove the portable toilet for cause at the expense of the owner.

E. The placement of the portable toilet shall be, to the extent feasible, out of public view. However, in no case shall it be placed within five feet of any property line that is shared with an adjacent property owner, unless written permission is given by the property owner adjacent to the shared property line.

F. A portable toilet may be placed within the public right-of-way with the approval of the Director of ~~Community~~ Development Services and the issuance of a right-of-way encroachment permit. Portable toilets may not block or impede sidewalks or other accessible routes in the public right-of-way.

~~**20.514.450 – Public Assembly**~~

~~**20.514.460 – Public Assembly Uses shall comply with the following:**~~

~~**20.514.470 – Applicability. This section applies to all public assembly uses including community centers, religious institutions, schools, museums, recreational facility or similar use.**~~

~~**20.514.480 – Location. Public assembly uses shall be located on a major collector or arterial street.**~~

~~**20.514.490 – Parking and Traffic.**~~

~~**20.514.500 – Peak traffic flows shall be managed by the owner of the property.**~~

~~**20.514.510 – Noise. Noise levels shall comply with Title 9 of the Municipal Code.**~~

20.514.440 – Public Storage and Self-Storage Facilities

~~Public storage uses tishall comply with the following standards:~~

Public storage uses and personal storage facilities shall be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts. All such facilities shall require the approval of a Development Agreement pursuant to Section 20.603.040.

A. **Prohibited Uses**. The following uses are prohibited in public storage and self-storage facilities:

1. Automotive repair.
2. Practice facilities for musical bands.
3. Living quarters for human habitation.
4. The keeping of animal life.
5. Storage of hazardous materials.
6. Metal, wood or other working shops, for business or for hobbies.
7. Any business activity.

B. **Minimum Site Area**. 20,000 square feet.

C. **Setbacks**. Self-storage facilities shall be setback a minimum of 25 feet from front and street side property lines and 20 feet from interior lot lines.

D. **Maximum Building Height**. If freestanding, the maximum building height for a self-storage facility shall not exceed the building height of an adjacent residential only, commercial, industrial, or mixed us building.

E. **Maximum Floor Area.** The maximum floor area for public storage and self-storage facilities is 1.5.

F. **On-Site Management.** On-site, 24-hour management shall be provided for self-storage facilities.

G. **Business Activity.** All self-storage facilities shall be limited to inactive items, such as furniture and files. No retail, repair, or other commercial use shall be conducted out of the individual rental storage units.

H. **No Hazardous Materials Storage.** No storage of hazardous materials is permitted.

I. **Notice to Tenants.** As part of the rental process in a self-storage facility, the facility manager shall inform all tenants of conditions restricting storage of hazardous materials and limitation on the use of the storage units. These restrictions shall be included in rental contracts and posted at a conspicuous location within the front of each rental unit.

J. **Limited Open Storage.** Open storage, outside an enclosed building, shall be limited to vehicles and trailers and screened from public view by building façades or solid fences.

K. **Internal Circulation.** Driveway aisles shall be a minimum of 20 feet wide.

L. **Exterior Wall Treatments and Design.** Exterior walls visible from a public street or residential district shall be constructed of decorative block, concrete panel, stucco, or similar material. These walls shall include architectural relief through articulation, trim, change in color at the base, variations in height, the use of architectural "caps," attractive posts, or similar measures. A gate(s) shall be decorative iron or similar material.

M. **Screening.** Where exterior walls are required or proposed, they shall be constructed of decorative block, concrete panel, stucco, or similar material. The walls shall include architectural relief through variations in height, the use of architectural "caps," attractive posts, or similar measures. A gate(s) shall be decorative iron or similar material.

N. **Fencing.** A six-foot-high security fence shall be provided around the perimeter of the development at locations where the solid façades of the storage structures do not provide a perimeter barrier.

O. **Buffering and Screening Adjacent to Residential Districts**. A landscaped setback is required adjacent to a Residential District; see Chapter 20.507 (Design Standards).

~~B.~~P. **Lighting.**

1. Wall-mounted lights shall be located below the roofline of storage facilities and shall be directed downward.

2. Freestanding lighting shall be no higher than 16 feet in height and shall be set back a minimum of 50 feet from property lines adjacent to residential uses.

~~C.~~Q. **Building Design.**

1. Entrance doors to storage compartments are prohibited from fronting on any public street.
2. Building walls shall be constructed of tinted or face block, stucco, brick, stone, architectural concrete masonry units or other similar material.
3. A change in building wall plane of at least 12 inches shall be used at least every 60 feet. Additionally, building walls adjacent to or visible from a public street or abutting public property that are 60 feet or more in length, shall have offset areas of at least 4 feet in depth.
4. Building roofs may be sloped or flat with a parapet. Sloped building roofs shall have a minimum pitch of 4 to 1. Metal roofs shall have a flat finished to reduce reflective glared. A change in roof plane of at least 12 inches shall be used at least every 60 feet.

20.514.450 – Recording/Podcast Studios

Recording/podcast studios must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standard in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. Live audiences are prohibited from attending any recording or podcast studio.

20.514.460 – Recycling Facilities

Recycling facilities must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.

A. **Large Collection Facility.**

1. All operations shall be conducted within an enclosed building and shall conform to all development standards of the zone in which it is located.
2. The site shall be maintained in a clean and litter free condition at all times.
3. The facility shall comply with the city's adopted noise standards.
4. Any containers provided for after hours collection of recyclable materials shall be constructed of durable waterproof and rustproof material, have sufficient capacity to accommodate materials collected, and be secure from unauthorized entry or removal of recyclable materials.
5. Collection containers shall be clearly marked to identify the type of material that may be deposited, the name and telephone number of the facility operator and the hours of operation, and display a notice stating that no materials shall be left outside the recycling enclosure or containers.

6. Identification and informational signs shall meet the standards of the zone in which the facility is located. Directional signs bearing no advertising message may be installed with the approval of the director of ~~community d~~Development Services if deemed necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.

B. **Light Processing Facility.**

1. Light processing facilities shall be subject to the following operational conditions, requirements and standards:

   a. The facility shall comply with all requirements of the zone in which it is located;

   b. The site shall be maintained in a clean and litter free condition at all times;

   c. The site shall be secured from unauthorized entry and removal of recyclable materials; and

   d. All exterior storage of material shall be in sturdy containers or enclosures covered and secured and maintained in good condition. Storage containers for flammable material shall be constructed of nonflammable material. Oil storage must be in containers approved by the Chino Valley independent fire district and San Bernardino County department of environmental health services.

2. The facility shall comply with the city's adopted noise standards.

3. Any containers provided for after hours collection of recyclable materials shall be constructed of durable waterproof and rustproof material, shall have sufficient capacity to accommodate materials collected, and shall be secured from unauthorized entry or removal of materials.

4. Collection containers shall be clearly marked to identify the type of material that may be deposited, shall clearly identify the name and telephone number of the facility operator and the hours of operation, and shall display a notice stating that no materials shall be left outside the recycling enclosure(s) or container(s).

5. Identification and informational signs shall meet the standards of the zone in which the facility is located. Directional signs bearing no advertising message may be installed with the approval of the director of ~~community d~~Development Services if deemed necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.

C. **Heavy Processing Facility.**

1. The facility shall comply with all requirements of the zone in which it is located.

2. The site shall be maintained in a clean and litter free condition at all times.

3. The site shall be secured from unauthorized entry and removal of recyclable materials.

4. All exterior storage of material shall be in sturdy containers or enclosures covered and secured and maintained in good condition. Storage containers for flammable material shall be constructed of nonflammable material. Oil storage must be in containers approved by the Chino Valley Independent Fire District and San Bernardino County department of environmental health services.

5. The facility shall comply with the city's adopted noise standards.

6. Any containers provided for after hours collection of recyclable materials shall be constructed of durable waterproof and rustproof material, have sufficient capacity to accommodate materials collected, and be secure from unauthorized entry or removal of recyclable materials.

7. Collection containers shall be clearly marked to identify the type of material that may be deposited, the name and telephone number of the facility operator and the hours of operation and display a notice stating that no materials shall be left outside the recycling enclosure or containers.

8. Identification and informational signs shall meet the standards of the zone in which the facility is located. Directional signs bearing no advertising message may be installed with the approval of the director of ~~community~~ ~~d~~Development Services if deemed necessary to facilitate traffic circulation, or if the facility is not visible from the public right-of-way.

D. **Reverse Vending Machines.**

1. Reverse vending machines located inside an existing building do not require city review or approval.

2. Reverse vending machines located outside of a building shall be subject to approval by the director of ~~community d~~Development Services, and shall comply with the following:

   a. The facility shall be established with an existing commercial use that meets all zoning, building and fire codes of the city.

   b. The facility shall be located within approximately fifty feet of the entrance to the commercial building.

   c. The facility shall occupy no more than fifty square feet per installation, including any protective enclosure, and shall be no more than ten and one-half feet in height.

   d. The facility shall be constructed and maintained with durable waterproof and rust proof material.

   e. The facility shall be clearly marked to identify the type of material to be deposited, operating instructions, and the name and phone number of the operator or responsible person to call if the machine is inoperative.

   f. The facility shall be maintained in a clean and litter free condition at all times.

   g. The facility shall not occupy parking spaces required by the primary use.

E. **Small Collection Facilities.**

1. The facility shall be established with an existing commercial use or community service facility that meets all zoning, building and fire codes of the city.

2. Upon termination of any small collection facility, the property owner shall be responsible for restoring the site to its original condition.

3. The facility shall be no larger than five hundred square feet and occupy no more than five parking spaces, not including space that will be periodically needed for removal of materials or exchange of containers.
4. The facility shall be set back at least twenty-five feet from any street property line and shall not obstruct pedestrian or vehicular circulation, or inhibit driver visibility.
5. The facility shall use no power-driven processing equipment, excepting reverse vending machines.
6. The facility shall use containers constructed and maintained with durable waterproof and rustproof material, be covered when the site is not attended, be secured from unauthorized entry or removal of material and be of a capacity sufficient to accommodate materials collected.
7. All recyclable material shall be stored in containers or in a vehicle. Materials shall not be left outside containers when an attendant is not present.
8. The facility shall be maintained in a clean and litter free condition at all times.
9. The facility shall not exceed adopted city noise standards.
10. Facilities located next to residentially zoned property or a residential use shall operate only during the hours of seven a.m. and seven p.m.
11. Containers shall be clearly marked to identify the type of material that may be deposited, the name and telephone number of the facility operator, hours of operation, and shall display a notice stating that no material shall be left outside the recycling enclosure or containers.
12. Design details and/or additional landscaping may be required of a facility as deemed necessary by the director of ~~community d~~Development Services.
13. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present.
14. The occupation of parking spaces by a small collection facility and its attendant shall not reduce available parking spaces below the minimum required for the primary use unless a parking study is conducted which shows that existing parking lot capacity is not already fully used during the time the recycling facility will be on the site. If this is the case, a reduction in available parking spaces in an established facility may then be allowed as follows:

Number of Available Parking Spaces	*Maximum Reduction*
25 or less	0
26—35	2
36—49	3
50—99	4

100 or more	5

20.514.470 – Residential Care Facilities, Large

A. **Purpose.** This section establishes standards for residential care facilities for ~~the physically and/or mentally disabled handicapped~~persons with disabilities ~~-~~to provide quality services and facilities and minimize impacts to neighboring properties.

B. **Applicability.** The standards below apply only to Large Residential Care Facilities with 7 or more residents in addition to the caregiver.

C. **Permit Required.** Planning Commission site approval ~~of a Special Conditional Use Permit~~ is required to establish a large residential care facility. The application for a residential care facility shall include the following information:

1. The number of persons being cared for.
2. The number of employees.
3. The facility's hours of operation.
4. The State license number.
5. A site plan, including locations of existing residences or any other nearby structures.
6. An accurate traffic circulation plan detailing parking, circulation and areas for pick-up and drop-off.

D. **State Licenses and Permits Required.**

1. All required State licenses and permits shall be obtained or applied for prior to applying for a permit to operate a residential care facility.
2. No city permit shall be effective until satisfactory evidence has been provided demonstrating that all necessary State licenses and permits have been obtained.

E. **Development Standards within Commercial Zones.** Residential care facilities in commercial zones shall be developed in accordance with all development standards and density requirements applicable to the RD20 zone.

F. **Maximum Concentration.** No residential care facility may locate within 500 feet of any other such facility.

G. **Density.** The total square footage of the residential care facility shall average 350 square feet per resident.

H. **Recreation Areas.**

1. Recreation areas shall be enclosed by a minimum 6-foot-high fence or wall. Property line fences or walls may be used to fulfill this requirement.

2. Any swimming pool, pond, or wading pools~~, or similar bodies of water~~ greater than 18 inches in depth shall be fully enclosed by a minimum 5-foot-high non-climbable fence.

3. All entrances and exits to pools, spas, or hot tubs shall be permitted to have ~~self-closing and latching~~self-latching gates. All latches shall be located at least 54 inches above adjacent grade provided that the self-latching devices are not also self-locking devices operated by means of a key, electronic opener, or integral combination lock~~.~~.

4. The minimum size of recreation and entertainment facilities shall equal ~~150~~ 50 square feet for each living unit.

5. An assembly/lounge area with enough seating capacity to accommodate 60 percent of all residents at one time shall be included in the care facility, in addition to adequate restroom facilities and an activity room.

I. **Open Space Requirements.**

1. A minimum of 30 percent of the net lot area shall be dedicated to improved permanent open space accessible to all residents of the development, exclusive of driveways, parking areas, dwellings and non-recreation building areas.

2. Open space shall not be less than 6 feet in width at its narrowest dimension.

J. **Minimum Unit Size.** A minimum interior unit area of 350 square feet shall be provided.

K. **Building Accessibility and Safety Equipment.** Indoor common areas and living units shall be ~~handicapped adaptable~~ designed to accommodate persons with disabilities in compliance with federal and state accessibility laws and codes. and be provided with all necessary safety equipment (e.g., grab bars, ramps etc.), as well as emergency signal/intercom systems~~ as required by the Building Code.~~

L. **Paved Access.** All parts of all structures shall be located within 150 feet of paved vehicular access.

M. **Security Plan.** Prior to occupancy of the first space, the developer or owner may be required to provide a detailed security plan of this Section.

~~**20.513.040 – Parking. Off-street parking spaces shall be located a maximum of 150 feet from building entrances.**~~

20.514.480 – Retail Sales in Conjunction with a Warehousing or Manufacturing Use

The area used for retail sales in conjunction with warehousing ~~and~~or manufacturing shall be limited to 20 percent of the gross floor area of the building unless a~~. A Special~~ Conditional Use Permit ~~shall be required~~is approved allowing a larger area for ~~all~~ retail sales ~~areas larger than 20 percent of the gross floor area of the building~~.

20.514.490 – Schools for Personal Enrichment

Schools for personal enrichment, including those offering classes in fine arts and crafts, dance, music, performing arts, and similar activities, must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts

A. **Submittal Requirements.** At a minimum, the following information shall be submitted with an application requesting approval of a school of personal enrichment:

1. The proposed hours of operation.
2. A schedule of classes including the times of each class and anticipated number of students.
3. The number of parking stalls dedicated to the lease area, location of a pick up/drop off area, an access/parking plan, and the anticipated parking demand.
4. If the school of personal enrichment is to be located within a business or industrial park, provide a list of tenants within the park, type of business, and hours of operation.
5. Provide information on how the walls of the lease area will be insulated or other measures utilized to ensure music and/or other noises will not adversely affect adjacent tenants.

~~20.513.070 –~~ 20.514.500 – Senior Housing Projects

A. **Consistency with California Civil Code.** Senior housing projects shall be limited to occupancy consistent with Section 51.3 of the California Civil Code.

B. **Development Standards.** Senior housing projects shall be developed in accordance with the development standards and guidelines applicable to the RD20 zoning district.

20.514.510 – Service Stations

Facilities for the sale of fuels must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts.~~shall comply with the following standards:~~

A. **Self-Service Gas Stations.** All self-serve facilities shall be subject to and comply with Chino Municipal Code Chapter 8.24.

B. **Accessory Uses Permitted.** Convenience markets, alcoholic beverage sales for off premises consumption, fast food sales and drive-~~thru~~ through facilities may be permitted with approval of a conditional use permit and ABC licenses, carwashes, and drive-~~thru~~ through facilities may be ~~conditionally~~ permitted in conjunction with any service station, subject to all applicable development and land use regulations and design guidelines specified by this section.

C. **Location.** A service station may only be located at:

1. The intersection of two primary arterial streets;

2. The intersection of a primary and secondary arterial street; or

3. The intersection of a primary arterial street and a freeway.

D. **Minimum Site Parcel Size.** The project site for all new service stations shall have a minimum area of 40,000 square feet. The remodel of an existing service station is exempt from this requirement.

E. **Minimum Parcel Dimension.** The project site shall have a minimum width and depth of 200 feet.

F. **Setbacks.** The minimum building setback, including canopies, from all street property lines shall be 25 feet.

G. **Pump Island Setbacks.** Pump islands shall be set back a minimum of 25 feet from any street property line.

H. **Landscaping.** Landscaping shall comprise a minimum of 20 percent of the lot area.

I. **Landscaping Strip.** A minimum 5-foot-wide landscape strip shall be provided along interior property lines.

J. **Pavement.** Enhanced pavement sections shall be provided to relieve visually dominant asphalt surfaces.

K. **Canopies.** Canopies shall be architecturally compatible with the main building.

20.514.520 – Smoke Shops and Retail Tobacco Sales

A. **Purpose.** This section establishes regulations and standards for smoke shops and tobacco stores to minimize undesirable impacts to the community, including potential sales to minors and negative aesthetic effects, while also providing for a reasonable number of locations for smoke shops and tobacco stores in the City.

B. **General Requirements.** Smoke shops and stores devoted to retail tobacco sales shall be located, developed, and operated in compliance with the standards below, in zones where this housing is allowed by the 200 Series, Base Zoning Districts.

C. **Definitions.**

1. "Ancillary sale" shall mean where a grocery store, supermarket, convenience store or similar market uses no more than two percent of its gross floor area, or 200 square feet, whichever is less, for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes, or tobacco. For any grocery store, convenience market, retail kiosk, or similar use consisting of 250 square feet or less, "ancillary sale" shall mean where no more than five square feet are used for the display, sale, distribution, delivery, offering, furnishing, or marketing of conventional cigars, cigarettes, or tobacco.

2. "E-cigarette/vaping" shall mean any electronically actuated device or inhaler meant to simulate cigarette smoking that uses a heating element to vaporize a liquid solution, popularly referred to as "juice," and that causes the user to exhale any smoke, vapor, or substance other than that produced by unenhanced human exhalation. The juice used in e-cigarettes typically contains

nicotine, and for this reason e-cigarettes and their juice can be classified as both tobacco products and tobacco paraphernalia.

3. "Smoke shop and tobacco store" shall mean any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, excluding grocery stores, supermarkets, and convenience markets.

4. "Tobacco" shall mean any preparation of the nicotine-rich leaves of the tobacco plant, which are cured by a process of drying and fermentation for use in smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body.

5. "Tobacco paraphernalia" shall mean any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in California Health and Safety Code Section 11054 et seq. These include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material.

6. "Tobacco product" shall mean any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. The term "tobacco product" excludes any product specifically approved by the federal Food and Drug Administration for sale as a tobacco/smoking cessation product.

D. **Development Standards.**

1. ***Location.***

a. Smoke shops and tobacco stores shall not be located within 500 feet of a public or private school, family day care home, childcare facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.

b. Smoke shops and tobacco stores shall not be located within 800 feet from another smoke shop and tobacco store.

c. Smoke shops and tobacco stores shall not be located within 300 feet of a Residential zone.

d. If a public or private school, family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather is located within 500 feet of a smoke shop or tobacco use after that use has been established, the smoke shop or tobacco store shall be considered a nonconforming use; it may continue to operate at its existing location but may not expand.

2. ***No Minors Allowed***. It is unlawful for the owner, manager or any salesperson in a smoke shop and tobacco store to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shop and tobacco store.

3. ***Required Signs.*** Smoke shops and tobacco stores shall post signs within the shop or store stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store.

4. ***Standard Conditions of Approval of a Conditional Use Permit.*** The conditions of approval of a conditional use permit for a smoke shop or tobacco store shall include, at a minimum, the following:

   a. No smoking shall be permitted on the premises at any time.

   b. No sampling or seating areas are allowed.

   c. No sales may be solicited or conducted on the premises by minors.

   d. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted.

   e. No distribution of free or low-cost tobacco, tobacco products, or tobacco paraphernalia, as well as coupons for said items, shall be permitted.

   f. Each smoke shop/tobacco retail use shall hold a valid California cigarette and tobacco products retailer's license issued by the State Board of Equalization.

~~**20.513.100 – Tattooing, Body Piercing, and Body Art**~~

~~**20.513.110 – Commercial Zoning District. Within the Commercial zoning districts, tattooing for cosmological purposes (i.e., permanent make-up) shall only be permitted and may only operate in conjunction with a beauty shop or medical office.**~~

~~**20.513.120 – CS Zoning District. Within the CS zoning district, tattooing, body piercing and body art shall be permitted as a stand-alone use or may be in conjunction with another use; however, any business engaging in tattooing, body piercing or body art on those anatomical areas specified in Section 5.05.020(B) of the Chino Municipal Code shall be deemed an adult-oriented business and shall be subject to and comply with all requirements of this code relative to adult-oriented businesse**~~

20.514.530 – Supportive Housing

A. **Purpose.** This section establishes regulations and standards for supportive housing in the City that will ensure land use compatibility, while also providing opportunities for this type of housing to meet the City's housing needs.

B. **General Requirements.** Supportive housing shall be located, developed, and operated in compliance with the standards below, in zones where this housing is allowed by the 200 Series, Base Zoning Districts. This type of housing is a permitted use and only a ministerial approval (zoning clearance) is required.

C. **Neighbor Notice.** The City shall provide a courtesy notice to adject property owners, informing them of the project's approval and explaining what a "ministerial approval" is and what standards apply to supportive housing.

D. **On-Site Office Space.** At least 90 square feet of space shall be provided as office space for on-site supportive services, which may include counseling, access to social services, medical and mental health care, housing, and employment opportunities. Supportive services provided on-site are considered an accessory use and not subject to any additional standards or permitting requirements.

E. **Development Standards.** Supportive housing shall only be subject to the development standards that apply to other residential uses in the zone where such housing is proposed. The maximum number of allowable dwelling units or guest rooms for supportive housing shall be the same as the number allowed for residential development projects in the zone where the supportive housing project is proposed, unless a residential density bonus is granted or the land use regulations for the specific zone specify another limit.

1. Supportive housing may be provided in a multiple-unit structure or group residential facility.

2. Supportive housing facilities shall have the minimum amount of living space that meets the standards for an efficiency unit, shower and toilet facilities, laundry facilities, and secure storage areas for intended residents.

F. **Recreation Areas.** Recreation areas at least 600 square feet in area for a development of 16 or more dwelling units or guest rooms, or at least 400 square feet in area for a development of fewer than 16 dwelling units or guest rooms, shall be provided as recreational open space, but this area shall not qualify for more than 40 percent of the total required open space.

1. Landscape areas having minimum dimensions of less than ~~twenty~~ 20 feet but at least five feet at any point, which are contiguous with and an integral part of the common open space on the project site or are connected to the common open space by walkways, may be included in calculating the area of such space. Non-contiguous landscape areas proposed to be included shall not exceed ~~twenty~~ 20 percent of the total area of common open space.

2. Up to one-half of covered patio areas designed to be commonly used by residents of supportive housing may be included in calculation of common open space provided such area does not comprise more than ~~twenty-five~~25 percent of the total common open space.

3. Up to one-third of the required recreational area may be provided within a recreational building.

G. **Building Accessibility and Safety Equipment.** Indoor common areas and living units shall be adaptable and ~~handicapped adaptable~~ designed to accommodate persons with disabilities in compliance with federal and state accessibility laws and codes and be provided with all necessary safety equipment (e.g., grab bars, ramps etc.), as well as emergency signal/intercom systems.

H. **Parking.** The entrance to off-street parking spaces shall be located a maximum of 150 feet from building entrances.

I. **Licensing Requirements.** Applicants shall comply with all federal and California state licensing requirements and applicable building codes and fire codes, including maximum occupancy restrictions. No limits shall be established on the length of stay.

20.514.540 – Tattooing, Body Piercing, and Body Art

~~A. **Commercial CN and CG Zoning Districts.** Within the CN and CG Commercial zoning districts, only tattooing for cosmological purposes (i.e., permanent make-up) shall be permitted and may only operate in conjunction with a beauty shop or medical office.~~

~~B.~~A. ~~**SC**~~**Commercial~~S~~ Zoning Districts**. Within all ~~commercial zoning~~commercial zoning districts as allowed, tattooing, body piercing and body art shall be permitted as a stand-alone use or may be in conjunction with another use.~~;~~ ~~however, any business engaging in tattooing, body piercing or body art on those anatomical areas specified in Section 5.05.020(B) of the Chino Municipal Code shall be deemed an adult-oriented business and shall be subject to and comply with all requirements of this code relative to adult-oriented businesses.~~

20.514.550 – Transitional Housing

A. **Purpose.** This section establishes regulations and standards for transitional housing in the City that will ensure land use compatibility, while also providing opportunities for this type of housing to meet the City's housing needs.

B. **General Requirements.** Transitional housing shall be located, developed, and operated in compliance with the standards below, in zones where this housing is allowed by the land use regulations in the 200 Series, Base District Regulations. This type of housing is a permitted use and only a ministerial approval (zoning clearance) is required.

C. **Neighbor Notice.** The City shall provide a courtesy notice to adject property owners, informing them of the project's approval and explaining what a "ministerial approval" is and what standards apply to supportive housing.

D. **Additional Land Use Regulations.** Transitional housing may include office space for on-site supportive services, such as counseling, access to social services, medical and mental health care, housing, and employment opportunities. On-site supportive services are considered an accessory use and not subject to any additional standards or permitting requirements.

E. **Development Standards.** Transitional housing shall only be subject to the development standards that apply to other residential uses in the zone where such housing is proposed. The maximum number of allowable dwelling units for transitional housing shall be the same as the number allowed for residential development projects in the zone where the transitional housing project is proposed, unless a residential density bonus is granted ~~or the land~~ or the land use regulations for the specific zone specify another limit.

1. Transitional housing may be provided in a variety of rental housing types (e.g., multiple-unit dwelling, single-room occupancy, group residential, or single unit dwelling).

2. Transitional housing providing accommodations for six or fewer individuals shall be deemed a single-family use; only a zoning clearance is required.

3. Transitional housing providing accommodations for more than six individuals also is a permitted use in zones where multi-family and mixed use development is allowed and shall require administrative and design review.

F. **Minimum Unit Size.** Transitional housing facilities shall have the minimum amount of living space that meets the Building Code standards for an efficiency unit, shower and toilet facilities, laundry facilities, and secure storage areas for intended residents.

G. **Building Accessibility and Safety Equipment.** Indoor common areas and living units shall be adaptable and ~~handicapped adaptable~~ designed to accommodate persons with disabilities in compliance with federal and state accessibility laws and codes and be provided with all necessary safety equipment (e.g., grab bars, ramps etc.), as well as emergency signal/intercom systems.

H. **Parking.** The~~n~~ entrance to off-street parking spaces shall be located a maximum of 150 feet from building entrances.

I. **Operating Standards.** No individual or family shall reside in transitional housing for more than 24 months. A minimum of 60 days shall be required between stays. The operator of the transitional housing shall maintain adequate documentation to demonstrate compliance with this provision.

J. **Licensing and Permit Requirements**. Applicants shall comply with all federal and California state licensing and permit requirements and applicable building codes and fire codes, including maximum occupancy restrictions.

20.514.560 – Vehicle Parts and Accessories Sales

General Requirements.

1. At a minimum, 51 percent of the gross floor area shall be dedicated to retail sales.

~~20.513.160 – Tutoring Centers~~

~~Tutoring centers shall comply with the following standards:~~

~~**Approval Required**. Only a zoning clearance is required.~~

~~**Where Allowed**. Tutoring centers are allowed pursuant to the land use regulations for commercial zones in the 200 Series, Base Zoning Districts. They shall be considered a pedestrian-oriented use.~~

~~A. **Development Standards.** Tutoring centers shall comply with the development standards of the zoning district where they are located.~~

20.514.570 – Vehicle Repair Garages

Garages for the repair of automobiles, boats, buses and trucks shall comply with the following standards:

A. **Development Standards.**

1. Service bays should be oriented toward an interior side or rear yard and shall not directly face or front a public street; and
2. Service and associated vehicle storage areas shall be completely screened from view from the public street.

B. **Landscaping**. A minimum 4-foot-wide planter should be provided around the footprint of all buildings where feasible, excepting pedestrian and vehicular entrances to the building.

20.514.580 – Vehicle Towing Services and Towed Vehicle Storage

Vehicle towing services and towed vehicle storage shall comply with the following standards and approval requirements.

A. **Development Standards.**

1. The storage area shall include striping for parking areas and drive aisles. Two-way aisles shall be at least 26 feet wide.
2. Perimeter landscaping shall be provided as required for parking lots.
3. An on-site office shall be provided for the business, including a bathroom for the employees.
4. Outdoor storage areas for towed vehicles only shall be paved and completely screened from public view through use of building walls, decorative screen walls, landscaped berms or mounding, or a combination thereof.
5. Vehicles stored outside shall not be located within 100 feet of any residentially zoned property.
6. Vehicles stored outside shall be placed no closer than 20 feet from any property line, and a minimum 20 feet wide clear access drive shall be provided to the rear of the property to permit free access of fire trucks or any other safety vehicles at any time.
7. Security lighting shall be shielded to prevent light trespass onto adjacent properties.
8. No towed motor vehicles are permitted to be parked outside of fenced/secured area.
9. A safety management plan approved by the Chino Police Department is required.
10. Hours of operation shall be limited to 7:30 a.m. to 8:00 p.m. unless longer hours are approved with a conditional use permit.

~~C.~~B. **Approval Required.** Outdoor storage for towed vehicles in conjunction with a towing service requires ~~an Administrative Approval~~a conditional use permit.

~~1. Outdoor storage areas shall be completely screened from public view through use of building walls, decorative screen walls, landscaped berms or mounding, or a combination thereof.~~

~~2. Vehicles stored outside shall not be located within 100 feet of any residentially zoned property.~~

~~3. Vehicles stored outside shall be placed no closer than 20 feet from any property line, and a minimum 20 feet wide clear access drive shall be provided to the rear of the property to permit free access of fire trucks or any other safety vehicles at any time.~~

~~4. No towed motor vehicles are permitted to be parked outside of fenced/secured area.~~

~~D.~~C. **Planning Commission Exemption.** The Planning Commission may grant an exemption from the regulations contained in this section through the issuance of a Conditional Use Permit, if they find that the exemption will not endanger the public health, safety or general welfare.

20.514.590 – Warehouses and Logistics Uses

A. **Purpose**. This section establishes general requirements and standards for logistics uses and warehouses, consistent with the General Plan and State law. The purpose of this section is to ensure that logistics use developments and warehouses are designed to ensure compatibility with adjacent land use and sited in locations that minimize adverse impacts on adjacent residential communities and enhance transportation efficiency.

B. **Definitions.**

1. ***"Logistics use developement"*** means a building in which cargo, goods, or products are moved or stored for later distribution to business or retail customers, or both, that does not predominantly serve retail customers for onsite purchases, and heavy-duty trucks are primarily involved in the movement of the cargo, goods, or products. "Logistics use development" does not include any of the following:

   a. Facilities where food or household goods are sold directly to consumers and are accessible to the public;

   b. A building primarily served by rail to move cargo goods or product; ~~and~~

   c. A Strategic Intermodal Facility, which is a logistics facility, including warehousing and transloading facilities, served by rail, providing intermodal freight transport services in which all facility structures and related rail operations are located within a single site; and

   ~~c.~~d. A building that serves a primary agricultural use that is actively operated for a single period of 90 days or less each year.

2. ***"21st century warehouse"*** means a logistics use development that complies with or exceeds all requirements of the most current building energy efficiency standards specified in Part 6 of Title 24 of the California Code of Regulations and the Green Building Standards in Part 11 of Title 24 of the California Code of Regulations, including, but not limited to photovoltaic system installation and associated battery storage, cool roofing, skylights, medium- and heavy-duty vehicle charging readiness, light-duty electric vehicle charging readiness, ~~and~~ installed charging stations, and conduits and electrical hookups to loading bays serving cold storage~~.~~.

3. ***"Expansion ~~of an existing logistics use~~"*** means the expansion of an existing logistics use development by 20 percent or more of the existing building square footage. Office space shall not be included as part of the existing building square footage or in the square footage for the 20-percent expansion threshold.

4. ***"Heavy-duty truck~~"~~"*** means a Class 7 or Class 8 truck with the following gross vehicle weight ratings:

   a. "Class 7" means a truck with a gross vehicle weight rating of 26,001 to 33,000 pounds; and~~.~~

   b. "Class 8~~-~~" means a truck with a gross vehicle weight rating of greater than 33,000 pounds.

5. ***"Sensitive receptor"*** means any of the following:

   a. A residence, including a single-family home, duplex, multiple family dwelling, group home, a dwelling unit in a mobile home park~~s~~, and a dwelling unit in a senior housing project;~~.~~

   b. A school, including, but not limited to, a pre-school, pre-kindergarten, or a public or private school maintaining kindergarten or any of grades 1 to 12;~~.~~

   c. A daycare facility, including family daycare;~~.~~

d. Publicly owned parks, playgrounds, and recreational areas or outdoor facilities primarily used by children;~~,~~

e. Residential care facilities;~~,~~

f. Supportive and transitional housing; ~~and~~

g. Hospitals; and

h. Excluded from these regulations are parks and recreation areas included as a condition of approval or a logistics use development and land developed adjacent to an airport for the express purpose of creating a buffer area between sensitive receptors and the airport.

6. ***"Small off-road engines"*** means spark-ignition engines rated at or below 19 kilowatts.

7. ***"Tier 1 21st century warehouse"*** means a logistics use that meets the requirements for a 21 Century Warehouse specified in Government Code Section 5098 (g).

A. **General Requirements.** Logistics uses and warehouses must be located, developed, and operated in compliance with applicable base zoning district standards and the following additional standards, in the zones where they are allowed by the 200 Series, Base Zoning Districts. Logistics uses and warehouses also must comply with the Government Code sections 65098 through 65098.9, which establish warehouse design and build standards.

1. ***Exemptions.***

a. No pre-existing logistics use development shall be subject to the requirements described above if a new sensitive receptor is constructed, established, or permitted within 900 feet of a loading bay after the effective date of this section.

b. No new logistics use or a proposed expansion of an existing logistics use where the loading bay is not within 900 feet of an existing or approved sensitive receptor shall be subject to development standards of this section. This exemption applies even if a new sensitive receptor is proposed that would be within 900 feet of a loading bay of the new or expanded logistics use and an application for that use is submitted ~~is submitted~~ after the date the application for the logistics use development is accepted as complete.

C. **Development ~~standards~~Standards.** The following development standards apply to any new or expanded logistics use or warehouse where the loading bay is within 900 feet of an existing sensitive receptor.

1. The proposed new or expanded logistics use development shall:

a. Have skylights in at least one percent of the roof area, or equivalent LED efficient lighting.

b. Provide conduits and electrical hookups at all loading bays serving cold storage. Idling or use of auxiliary truck engine power to power climate control equipment shall be prohibited if the truck is capable of plugging in at the loading bay.

c. Have heating, ventilation, and air-conditioning that is high-efficiency.

d. Orient truck loading bays on the side of the logistics use development that is away from sensitive receptors, to the extent feasible;

e. Locate truck loading bays a minimum of 300 feet from the property line of the nearest sensitive receptor to the nearest truck loading bay opening;

f. Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial, agricultural, or industrial oriented uses. A separate entrance for heavy-duty trucks may include a driveway with a land dedicated to heavy-duty trucks and a land dedicated to other vehicles;

g. Locate truck entry, exit, and internal circulation away from sensitive receptors, with no heavy-duty diesel truck drive aisles located directly adjacent to a sensitive receptor property line; and

h. Include buffering and screening to mitigate for light and noise, as described in Section 20.501.080 (Screening and Landscape Buffers on Common Lot Lines for Certain Uses).

2. Any proposed new or expanded logistics use in a facility with 250,000 square feet or more shall include all of the Tier 1 21st century warehouse design elements specified in Government Code Section 65098 (g) and;

c. Have a microgrid-ready switchgear system capable of supporting distributed energy resources;

a. Be advanced smart metering ready;

b. Have a minimum of 50 percent of all passenger vehicle parking spaces preinstalled with conduit and all necessary physical infrastructure to support future charging of electric vehicles;

c. Have a minimum of 10 percent of all passenger vehicle parking spaces installed with electric vehicle charging stations; and

d. Provide conduits and electrical hookups at all loading bays serving cold storage, and prohibits idling or use of auxiliary truck engine power to power climate control equipment if the truck is capable of plugging in at the loading bay.

3. Commencing January 1, 2026, any proposed new or expanded logistics use development with less than 250,000 square feet of floor area shall comply with the following:

a. Provide conduits at loading bays equal to one truck per every loading bay serving cold storage. Idling or use of auxiliary truck engine power to power climate control equipment shall be prohibited if the truck is capable of plugging in at the loading bay; and

d. Have a separate entrance for heavy-duty trucks accessible via a truck route, arterial road, major thoroughfare, or a local road that predominantly serves commercial oriented uses.

D. **Operating Standards.** The following development standards apply to any new or expanded logistics use or warehouse where the loading bay is within 900 feet of an existing sensitive receptor.

1. Require that all classes of forklifts used on site shall be zero-emission by January 1, 2030, to the extent operationally feasible, commercially off-the shelf available, and adequate power is available on site.

2. Require that equipment utilizing small off-road engines shall be zero-emission, to the extent operationally feasible, commercially off-the shelf available, and adequate power is available on site.

E. **Required Buffers.** Any new or expanded logistics use or warehouse within 900 feet of a sensitive receptor shall have a buffer and screening as follows:

1. The buffer shall be 50 feet in width from the property line of all adjacent sensitive receptors and fully screen the logistics use development from the sensitive receptor.

2. Buffer areas shall include (a) a solid decorative wall, landscaped berm and wall~~,~~ or landscaped berm 10 feet or more in height; (b) drought tolerant natural ground landscaping with proper irrigation; and (c) solid-screen buffering trees as described in subdivision (3), and may include other hardscape, access, and passenger vehicle parking improvements.

3. Trees shall be used as part of a solid-screen buffering treatment and planted in two rows along the length of the property line adjacent to the sensitive receptor. Trees used for this purpose shall be evergreen, drought tolerant to the extent feasible, composed of species with low biogenic emissions, of a minimum 36-inch box size at planting, and spaced at no greater distance than 40 feet on center. Palm trees shall not be used as buffer planting. The buffer area may include any landscape areas within a public right-of-way or public or private pedestrian walkways

F. **Entry Gates.** The entry gates into the loading truck court for a new or expanded logistics use development or warehouse within 900 feet of a sensitive receptor shall be positioned to provide a minimum of 50 feet of vehicle queuing or stacking space~~ing~~ inside the property line. The stacking depth shall be increased by 70 feet for every 20 loading bays beyond 50 loading bays, to the extent feasible.

G. **Relation to City's Street System.** Access to logistics use development shall be provided only by streets and roadways that are suited to handle the associated traffic and that predominantly serve commercial uses. Any new logistics use development shall only be located with access from:

1. Arterial streets;

2. Collector streets;

3. Major thoroughfares; or

4. Local roads that predominantly serve~~s~~ commercial, agricultural, or industrial uses if more than 50 percent of the properties front on the road within 1,000 feet of the development site are designated for commercial, agricultural, or industrial uses in the zoning district in which they are located.

H. **Signage.—**

1. Anti-idling signs indicating a three-minute heavy-duty truck engine idling restriction shall be posted along entrances to logistics uses within 900 feet of a sensitive receptor and at the truck loading bays.

2. Signs shall be installed at all heavy-duty truck exit driveways from a logistics use directing truck drivers to truck route shown on a City-approved truck routing plan, as described in Government Code Section 65098.4, and to the state highway system.

I. **Truck Routing Plan.** Prior to the issuance of a certificate of occupancy, a logistics use development operator shall submit a proposed ruck routing plan for approval by the Director of Development Services.

1. The truck routing plan shall describe the operational characteristics of the logistics use development, including hours of operation, types of items to be stored within the building, and proposed truck routing to and from the site to City-designated truck routes that, to the greatest extent possible, avoid passing sensitive receptors and maximize use of arterial streets and major thoroughfares.

2. The truck routing plan shall include measures, such as signage and pavement markings, queuing analysis, and enforcement, for preventing truck queuing, circling, stopping, and parking on public streets.

3. The Police Department is authorized to enforce the truck routing plan.

4. A revised truck routing plan shall be submitted to Traffic Engineer/Public Works Director for approval prior to issuance of a business license for any new tenant of the property. The Traffic Engineer/Director shall have discretion to determine if changes to the truck routing plan are necessary, including, but not limited to, any additional measures to alleviate truck routing and parking issues that may arise during the life of the facility.

J. **Replacement Housing.** Replacement housing is required if any existing legal nonconforming housing on the project site is demolished to accommodate a logistics use development. More specifically, two-to-one replacement is required for any demolished housing unit that was occupied within the last 10 years, unless the housing unit was declared substandard by the City's building official, pursuant to Section 17920.3 of the Health and Safety Code, prior to purchase by the developer.

1. For each housing unit demolished, regardless of market value of the unit, two units of affordable housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, that are deed-restricted shall be built within the jurisdiction.

2. The Director of Development Services may allow for payment on a fee in lieu of replacing the demolished housing units. Such fees shall be placed in a housing-specific set-aside account and shall be used for construction or rehabilitation of affordable housing in the City within three years of collection.

3. The developer also shall be required to provide any displaced tenant with an amount equivalent to 12 months' rent at the current rate.

Chapter 20.515 – WIRELESS TELECOMMUNICATIONS FACILITIES ON PRIVATE PROPERTY

Sections:

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20.515.010 – Purpose and Intent

The City of Chino intends this chapter to establish reasonable, uniform and comprehensive standards and procedures for wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's territorial boundaries, consistent with and to the extent permitted under federal and California state law. The standards and procedures contained in this chapter are intended to, and should be applied to be, consistent with federal and state law, protect and promote public health, safety and welfare, and also balance the benefits from advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City. This chapter is also intended to reflect and promote the community interest by (1) ensuring that the balance between public and private interest is maintained on a case-by-case basis; (2) protecting the City's visual character from potential adverse impacts or visual blight created or exacerbated by wireless communications infrastructure; (3) protecting and preserving the City's environmental resources; and (4) promoting access to high-quality, advanced wireless services for the City's visitors, residents, and businesses.

This chapter is not intended to, nor shall it be interpreted or applied to: (1) prohibit, or effectively prohibit, any personal wireless service provider's ability to provide personal wireless services; (2) prohibit, or effectively prohibit, any entity's ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the

FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unfair, unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to preempt any applicable federal or California state law.

20.515.020 – Definitions

The abbreviations, phrases, terms and words used in this chapter will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, terms or words in this chapter will have their ordinary meanings.

The definitions in this chapter shall control over conflicting definitions for the same or similar abbreviations, phrases, terms or words as may be defined elsewhere in the Chino Municipal Code. However, if any definition assigned to any phrase, term or word in this chapter conflicts with any federal or state-mandated definition, the federal or state-mandated definition will apply.

"**Amateur station**" means the same as defined by the FCC in 47 C.F.R. § 97.3, as may be amended or superseded, which defines the term as "a station in an amateur radio service consisting of the apparatus necessary for carrying on radiocommunications." This term includes amateur radio antennas, mast, and related equipment used for amateur radio services.

"**Approval authority**" means the City official or body responsible for application review and vested with authority to approve or deny such applications.

"Code" refers to the Chino Municipal Code.

"Concealment" means a facility that is integrated into or hidden behind an architectural feature of an existing structure and designed so that the purpose of the facility or support structure for providing wireless services is not readily apparent to a casual observer. Concealment techniques include, without limitation: (1) transmission equipment placed completely within existing or replacement architectural features such that the installation causes no visible change in the underlying support structure; and (2) new architectural features that mimic or blend with the underlying or surrounding structures in style, proportion and construction quality.

"**Department**" means the Development Services Department.

"**Director**" means the Director of Development Services of the City of Chino or the Director's designee. In addition to his/her authority specified herein, the Director shall have all powers specified in Section 12.30.040.A as may be appropriate to the administration of private property wireless facilities.

"**Eligible facilities request**" means the same as defined in 47 U.S.C. § 1455(a)(2), as may be amended or superseded, and as interpreted by the FCC in 47 C.F.R. § 1.6100(b)(3), as may be amended or superseded.

"**FCC**" means the Federal Communications Commission, as constituted by the Communications Act of 1934, Pub. L. 73-416, 48 Stat. 1064, codified as 47 U.S.C. §§ 151 *et seq.* or its duly appointed successor agency.

"**OTARD**" means any "over-the-air reception device" subject to 47 C.F.R. §§ 1.4000 *et seq.*, as may be amended or superseded, which generally includes satellite television dishes and certain fixed wireless antennas not greater than one meter in diameter.

"**Personal wireless service facilities**" mean the same as defined in 47 U.S.C. § 332(c)(7)(C)(ii), as may be amended or superseded, which defines the term as facilities that provide personal wireless services.

"**Personal wireless services**" mean the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.

"**RF**" means radio frequency.

"**Section 6409**" means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended.

"**Shot clock**" means the presumptively reasonable time defined by the FCC in which a state or local government must act on an application or request for authorization to place, construct or modify personal wireless service facilities.

"**Small wireless facility (SWF)**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded.

"**Stealth**" means any wireless facility designed to blend into the surrounding environment, and is visually unobtrusive. Examples of stealth facilities may include without limitation street light, faux tree, water tower, or flag pole designs.

"**Wireless facility**" means a personal wireless service facility including any facility, base station or tower that transmits and/or receives electromagnetic waves. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, related accessory equipment, equipment buildings, parking areas, and other associated installation development.

"**WTFPP"** means Wireless Telecommunications Facility Permit for Private Property, including either a Minor WTFPP or Major WTFPP (as further described in Section 20.~~22~~514.040 (Required Permits and Other Approvals)), as applicable.

20.515.030 – Applicability

A. **General.** This chapter applies to all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities on private property within the City's territorial and jurisdictional boundaries, unless expressly exempted pursuant to Subsection 20.~~22~~515.030.E (Exemptions) or F (Amateur Radio). Notwithstanding that Chapter 12.30 of the Code applies to wireless facilities in the public rights-of-way, several of the procedural and administrative terms of Chapter 12.30 overlap with this chapter and are thus incorporated into this chapter to govern the processing and review of wireless applications on private property.

B. **Wireless Facilities on City Property.** This chapter applies to permit applications for wireless facilities on property or structures owned or controlled by the City; provided, however, that this chapter does not govern whether or under what terms and conditions the City would lease, license or otherwise allow a wireless facility on such property or structures.

C. **Small Wireless Facilities/Policy.** Notwithstanding anything in this chapter to the contrary, all small wireless facilities are additionally subject to such further permitting standards as specified in a City Council policy, which may be adopted and/or amended by a resolution of the City Council (the "SWF Regulations"). All small wireless facilities shall comply with the SWF Regulations. If the SWF Regulations are repealed and not replaced, an application for a small wireless facility shall be processed pursuant to this chapter.

D. **Eligible Facilities Requests/Policy.** Notwithstanding anything in this chapter to the contrary, all eligible facilities requests and other applications submitted for approval pursuant to Section 6409 are subject to a permit as specified in a City Council policy, which may be adopted and/or amended by a resolution of the City Council (the "Eligible Facilities Request Policy"). All eligible facilities requests and other applications submitted for approval pursuant to Section 6409 shall comply with the Eligible Facilities Request Policy. If the Eligible Facilities Request Policy is not adopted for any reason, or is repealed and not replaced, all eligible facilities requests and other applications submitted for approval pursuant to Section 6409 shall be processed pursuant to this chapter.

E. **Exemptions.** Notwithstanding anything in this chapter to the contrary, this chapter does not apply to the following:

1. Wireless facilities operated by the City for public purposes;
2. Wireless facilities installed completely indoors and used to extend personal wireless services into a business or the subscriber's private residence;
3. OTARD antennas; or
4. Wireless facilities or other transmission equipment owned and operated by CPUC-regulated electric companies for use in connection with electrical power, generation, transmission and distribution facilities subject to CPUC General Order 131-D.

F. **Amateur Radio.** Antennas and related transmission equipment used in connection with a duly authorized amateur station are exempt from this chapter, and shall be permitted provided that all of the following requirements are met:

1. Only one such facility is installed on any single site.
2. The facility meets all setback, site coverage and other limitations on structures in the applicable zoning district, except height.
3. If tower-mounted, the supporting tower does not exceed thirty-five (35) feet in height from the natural grade below.
4. The overall facility is no taller than necessary to support its function.

5. The overall facility does not exceed the maximum height in the applicable zoning district by more than twenty feet. Increased height may be allowed if necessary to support the facility's function, subject to a special conditional use permit.
6. Multiple antennas are grouped so as not to exceed nine square feet in area.
7. The facility is licensed with the FCC.
8. All required building permits are obtained.
9. Temporary mobile facilities providing public information coverage of news events may be set up on public or private property for a duration of up to seventy-two hours.

20.515.040 – Required Permits and Other Approvals

Minor Wireless Telecommunications Facilities Permit for Private Property ("Minor WTFPP").

A. **Applicability.** A Minor WTFPP is required for:

1. Stealth or concealed wireless facilities on private property in preferred locations as described in Subsection 20.~~22~~515.090.B (Preferred Locations) that do not require a special exemption under Section 20.~~22~~515.130 (Special Exemptions for Federal or State Preemption);
2. Eligible facilities requests, and
3. Small wireless facility applications.

B. **Approval Authority.** Minor WTFPPs shall be reviewed by the Director, through the City's standard plan check procedure, who may approve, conditionally approve, or deny the permit, in accordance with Section 20.~~22~~515.080 (Approvals; Denials).

Major Wireless Telecommunications Facilities Permit for Private Property ("Major WTFPP").

A. **Applicability**. A Major WTFPP is required for all new wireless telecommunications facilities or replacements, collocations, or modifications to a wireless telecommunications facility that do not qualify for a Minor WTFPP.

B. **Approval Authority**. Major WTFPPs shall be reviewed in the same manner as an Administrative Approval, under Section 20.~~23~~515.120 (Legal Nonconforming Wireless Telecommunications Facilities on Private Property) of this Code, except that the required findings for approval shall be the findings in Section 20.~~22~~515.080 (Approvals; Denials) rather than the finding in Subsection 20.~~23~~603.~~120~~100.G (Findings).

20.515.050 – Other Permits and Regulatory Approvals

In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other City departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or

other approvals from other City departments, state or federal agencies. All City standards and requirements, including building and encroachment permits (if applicable), shall be followed.

20.515.060 – Permit Applications

A. **Application Required.** The approval authority shall not approve any requests for authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities except upon a complete and duly filed application consistent with this section and any other written rules or requirements the City or the Director may establish from time to time in any publicly stated format. All applications for a permit must include all the information and materials required by the Director for the application. The City Council authorizes the Director to develop, publish and from time to time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this chapter. The application fee for a Minor WTFPP shall be the fee required for plan check, and the application fee for a Major WTFPP shall be the fee required for an Administrative Approval.

B. **Appointments for Application Submittal.** All wireless facility applications under this chapter must be submitted to the City at a pre-scheduled appointment with the Department. Applicants may generally submit one application per appointment but may schedule successive appointments for multiple applications whenever feasible and not prejudicial to other applicants. The Department shall use reasonable efforts to provide the applicant with an appointment within a reasonable time after the Department receives a written request. Any application received without an appointment, whether delivered in-person, by mail or through any other means, will not be considered duly filed.

C. **Optional Pre-application Conferences.** The Department shall provide prospective applicants with the opportunity to schedule and attend a pre-application conference with Department staff. The City strongly encourages pre-application conferences for all proposed projects that: (1) the prospective applicant believes will qualify as a stealth or concealed facility and/or (2) involve any wireless facilities proposed to be located in or within 200 feet from a residential zone. The pre-application conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing wireless facility, such as compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments and/or divisions responsible for application review; and application completeness issues.

D. **Applications Deemed Withdrawn.** Wireless facility applications shall be deemed withdrawn upon inaction of the applicant in the same manner as set forth in Subsection 12.30.050.H (Applications Deemed Withdrawn) of this Code.

E. **Peer and Independent Consultant Review; Deposit and Reimbursement of Costs.** The City Council authorizes the Director, in the Director's discretion, to select and retain an independent consultant with specialized training, experience and/or expertise in telecommunications issues for the purposes of reviewing or assisting the City with any permit application under this chapter. The

Director is further authorized to collect deposits and a reimbursement of costs from applicants. The process and authority for retaining consultants and collection of deposits and costs shall be the same those procedures set forth in Subsections 12.30.050.D through 12.30.050.F of this Code.

F. **Compliance with Shot Clocks.** The City will make reasonably efforts to comply with all shot clocks when processing applications under this chapter.

20.515.070 – Pre- and Post-Decision Notices Required

A. **Pre-Decision Notices.** Pre-decision notices are not required for Minor WTFPPs. For Major WTFPPs, the same pre-decision notice shall be given as is required for an Administrative Approval.

B. **Post-Decision Notice.** All final decisions on applications for both Minor WTFPPs and Major WTFPPs shall be in writing and based on substantial evidence in the written administrative record.

20.515.080 – Approvals; Denials

A. **Required Findings.** The approval authority may approve a wireless facility application only when the approval authority makes all the following findings:

1. The proposed wireless facility is either (a) in a "preferred location" (Subsection 20.~~22~~515.090.B (Preferred Locations) below), or (b) the proposed wireless facility is in a discouraged location and the applicant has demonstrated through a meaningful comparative analysis that no more favored location under Subsection 20.~~22~~515.090.C.2 (Discouraged Locations) or favored support structure under Subsection 20.~~22~~515.090.D (Support Structure Preferences) would be technically feasible and potentially available;

2. The proposed wireless facility complies with all applicable development and aesthetic standards in this Code and any other applicable regulations;

3. The applicant has provided a signed acknowledgment that states its willingness to allow other carriers and site operators to collocate transmission equipment with the proposed wireless facility, to the extent such facility or portions thereof are owned or controlled by the applicant, whenever technically feasible and aesthetically desirable in accordance with applicable provisions in this Code;

4. The applicant has demonstrated that the proposed wireless facility will comply with all applicable FCC regulations and guidelines for human exposure to RF emissions; and

5. The proposed installation is designed, stealthed, and/or concealed to be aesthetically compatible with the surrounding built and/or natural environment to the extent technically feasible.

B. **Conditional Approvals; Denials without Prejudice.** Subject to any applicable federal or state laws, nothing in this chapter is intended to limit the approval authority's ability to conditionally approve or deny without prejudice any application governed under this chapter as may be necessary or appropriate to protect and promote the public health, safety and welfare, and to advance the goals or policies in the General Plan and any applicable specific plan, this Code, or this chapter.

C. **Appeals.**

1. **Minor WTFPPs.** Notwithstanding Subsection 20.~~23~~602.~~150~~130.A.1 (Administrative Actions or Decisions) of this Code, the Director's approval or denial of an Minor WTFPP is final and may not be appealed.

2. **Major WTFPPs.** The Director's decision on a Major WTFPP may be appealed as provided in Section 20.602.130 of this Code.

20.515.090 – Location Standards

A. **Preface to Location Standards.** This section sets out criteria for the location and support structure of wireless facilities. The City cumulatively considers whether the facility is in a preferred location and on a preferred support structure to evaluate the least intrusive means for an applicant to provide its services to the public. Subsection 20.~~22~~515.090.B (Preferred Locations) describes land use designations where wireless facilities are in a "preferred location" and thus not subject to an alternative sites analysis. Subsection 20.~~22~~515.090.C (Discouraged Locations) provides specific locations where wireless facilities are discouraged. It is possible for a proposed facility to be simultaneously in a "preferred" zone but also in a "discouraged" location, such as a proposal within an industrial zone (a "preferred" location) that also happens to be within 200 feet from a residence (a "discouraged" location). In such cases, the location would not be deemed to be a "preferred" location under Subsection 20.~~22~~515.090.B, and thus shall be subject to an alternative sites analysis presenting the most favored location under Subsection 20.~~22~~515.090.C.2 (Discouraged Locations) and the most preferred support structure technically feasible and potentially available under Subsection 20.515~~22~~.090.D (Support Structure Preferences). In situations involving discouraged locations where the applicant must consider alternative sites, preferences for facility locations and preferred support structures are ranked in Subsections 20.515~~22~~.090.C.2 and D, respectively.

B. **Preferred Locations.** All applicants must, to the extent technically feasible and potentially available, propose wireless facilities in a preferred location. No alternative sites analysis is required for stealth or concealed facilities proposed in any preferred location. To qualify as a preferred location site, the wireless facility must be stealthed or concealed. For all other facilities, the approval authority shall consider whether any more preferred location would be technically feasible or potentially available. The following locations are all considered "preferred locations," so long as the site is not simultaneously in a discouraged location under Subsection 20.515~~22~~.090.C (Discouraged Locations):

1. Parcels within industrial zoning districts.

2. Parcels within commercial zoning districts.

C. **Discouraged Locations.** When an application involves a facility in a discouraged location, the approval authority shall consider whether any alternative site within a preferred location would be technically feasible and potentially available. If no such preferred location alternative exists, the approval authority shall consider whether any less discouraged location would be technically feasible and potentially available per the ranking of locations listed in Subsection 20.515~~22~~.090.C.2 (Discouraged Locations).

1. The following locations are all "discouraged" and ordered from most discouraged to least discouraged:

   a. Any location where the wireless facility would be within 200 feet of a structure approved for residential use.

   b. Any location where the wireless facility would be within 200 feet of a local, state, or nationally designated historic property, structure, or district.

   c. Any location where the wireless facility would be within 200 feet of a property, structure, or district eligible for local, state, or national historic designation.

2. When an application involves a wireless facility in a discouraged location, regardless of zone, applicants must propose the facilities on parcels with the most favored land use designation listed below whenever technically feasible and potentially available. Applications must include a written justification, supported by factual and verifiable evidence, that shows that no higher-ranked location is technically feasible and potentially available, unless the proposed facility is in the most favored land use designation and/or is a stealth or concealed facility. The following zoning districts are ranked from most favored to least favored for facilities in a discouraged location:

   a. Industrial.

   b. Commercial.

   c. Other nonresidential zones.

   d. Residential.

D. **Support Structure Preferences.** When an application involves a facility in a discouraged location, the approval authority shall, in addition to considering the most favored location in 22.~~22~~515.090.C (Discouraged Locations), consider whether any more preferred support structure would be technically feasible and potentially available. The approval authority may require the applicant to use a more preferred support structure when the alternative is technically feasible and potentially available. The City's preferences for support structures are as follows, ordered from most preferred to least preferred:

1. Collocation on an existing structure with existing wireless facilities.
2. Installations on a rooftop.
3. Installations on a building facade.
4. A stealthed or concealed freestanding facility.
5. Stealthed or concealed installations within the public right-of-way.
6. Installations on a replacement pole(s) within private streets (as defined in Section 10.04.180 of this Code).
7. Installations on a new freestanding structure within private streets (as defined in Section 10.04.180 of this Code).

20.515.100 – Design Standards

A. **Concealment/stealthing.** All wireless facilities must be concealed and/or stealthed to the maximum extent feasible with design elements and techniques that hide, mimic or blend with the underlying support structure, surrounding environment and adjacent uses.

B. **Overall Height.** To maintain the natural appearance of the community, wireless facilities may not exceed the maximum height allowed as stated, if at all, in Section 20.~~10.030~~501.030 (General Site Regulations) of this Code. If the applicant plants new natural trees around the proposed wireless facility, the approval authority shall consider the future mature height of such trees when evaluating compliance with this standard.

C. **Setbacks.** All wireless facilities must be compliant with all setback requirements applicable to structures on the underlying parcel.

D. **Noise.** All wireless facilities must be compliant with all applicable noise regulations, which include, without limitation, any noise regulations in Chapter 9.40 of this Code. The approval authority may require the applicant to incorporate appropriate noise-baffling materials and/or noise-mitigation strategies to avoid any ambient noise from equipment reasonably likely to exceed the applicable noise regulations.

E. **Landscaping.** All wireless facilities proposed to be placed in a landscaped area must include landscape features (which may include, without limitation, trees, shrubs and ground cover) and a landscape maintenance plan. The approval authority may require additional landscape features to screen the wireless facility from public view, avoid or mitigate potential adverse impacts on adjacent properties, or otherwise enhance the stealthing or concealment required under this chapter. All plants proposed or required must be native and/or drought-resistant and be consistent with the terms of Chapter 20.~~19~~ 508 (Landscaping) of this Code.

F. **Security Measures.** To prevent unauthorized access, theft, vandalism, attractive nuisance or other hazards, reasonable and appropriate security measures, such as fences, walls, electrified fences, and anti-climbing devices, may be required, if technically feasible and allowed by the Civil Code. Security measures shall be designed and implemented in a manner that enhances or contributes to the overall stealthing or concealment, and the approval authority may condition approval on additional stealth or concealment elements to mitigate any aesthetic impacts, which may include, without limitation, additional landscape features. The approval authority shall not approve barbed wire, razor ribbon, ~~electrified fences~~ or any similar security measures.

G. **Secondary Power Sources.** The approval authority may approve secondary or backup power sources and/or generators on a case-by-case basis, excepting that such power sources shall be approved in accordance with Government Code Section 65850.75 for so long as such section is effective or as may be amended. The approval authority shall not approve any permanent diesel generators or other similarly noisy or noxious generators in or within 250 feet from any residential structure absent a showing of extraordinary need, by clear and convincing evidence, such as a declared public emergency; provided, however, the approval authority may approve sockets or other connections used for temporary backup generators.

H. **Lights.** Wireless facilities may not include exterior lights other than as may be required under Federal Aviation Administration, FCC, other applicable federal or state governmental regulations. All exterior lights permitted or required to be installed must be installed in locations and within enclosures that mitigate illumination impacts on other properties to the maximum extent feasible. Any lights used shall be appropriately shielded from public view. Any light beacons or lightning arresters shall be included in the overall height calculation.

I. **Signage; Advertisements.** All wireless facilities must include signage that accurately identifies the equipment owner/operator, the owner/operator's site name or identification number and a toll-free number to the owner/operator's network operations center. Wireless facilities may not bear any other signage or advertisements unless expressly approved by the approval authority, required by law or recommended under FCC or other federal governmental agencies.

J. **Future Expansion.** To the extent feasible and aesthetically desirable, all new wireless facilities should be designed and sited in a manner that accommodates potential future collocations and other expansions that can be integrated into the proposed wireless facility or its associated structures with no or negligible visual changes to the outward appearance. The approval authority may waive the requirements in this section when the approval authority determines future expansions at a proposed wireless facility would be aesthetically undesirable.

K. **Utilities.** All cables and connectors for telephone, primary electric and other similar utilities must be routed underground to the extent feasible in conduits large enough to accommodate future collocated wireless facilities; there shall be no exposed cabling. To the extent feasible, undergrounded cables and wires must transition directly into the pole base without any external above-ground cabinet, enclosure, or "doghouse." Meters, panels, disconnect switches and other associated equipment must be concealed in inconspicuous locations to the fullest extent technically feasible. The approval authority shall not approve new overhead utility lines or service drops merely because compliance with the undergrounding requirements would increase the project cost. Microwave or other wireless backhaul is discouraged when it would involve a separate and unstealthed or unconcealed antenna.

L. **Parking; Access.** Any equipment or improvements constructed or installed in connection with any wireless facilities must not reduce any parking spaces below the minimum requirement for the subject property. Whenever feasible, wireless facilities should use existing parking and access rather than construct new parking or access improvements. Any new parking or access improvements should be the minimum size necessary to reasonably accommodate the proposed use and comply with applicable City and safety codes.

M. **Compliance with Laws.** All wireless facilities must be designed and sited in compliance with all applicable federal, state, regional, and local laws, regulations, rules, restrictions and conditions, which includes without limitation the California Building Standards Code, Americans with Disabilities Act, General Plan and any applicable specific plan, the Chino Municipal Code and any conditions or restrictions in any permit or other governmental approval issued by any public agency with jurisdiction over the project.

N. **Towers and Freestanding Wireless Facilities.** In addition to all other design requirements in this chapter, the following provisions shall be applied to a tower or other freestanding wireless facility:

O. **Tower-Mounted Equipment.** All tower-mounted equipment must be mounted as close to the vertical support structure as possible to reduce its overall visual profile. Applicants must mount non-antenna, tower-mounted equipment (including, but not limited to, remote radio units/heads, surge suppressors and utility demarcation boxes) directly behind the antennas to the maximum extent technically feasible. All tower-mounted equipment, cables and hardware must be painted with flat/neutral colors subject to the approval authority's prior approval.

P. **Ground-Mounted Equipment.** To the extent technically feasible all ground-mounted equipment must either be concealed underground, or concealed within an existing or new structure, or other enclosure(s) or stealth design subject to the approval authority's prior approval. The approval authority may require additional concealment or stealthing elements as the approval authority finds necessary or appropriate to blend the ground-mounted equipment, enclosure and/or other improvements into the natural and/or built environment.

Q. **Faux Trees.** In addition to all other design requirements in this chapter, the following provisions shall apply to a WTFPP for a faux tree:

1. ***Shape and Branching.*** Faux trees shall be designed and shaped from bottom to top to resemble the natural tree shape associated with the actual tree species that the faux tree is intended to resemble.

2. ***Bark Cladding.*** The entire tower above any fence line shall be fitted with faux-bark cladding, painted or colored with browns or other appropriate earth tones to mimic natural tree bark resembling the actual tree species that the faux tree is intended to resemble.

3. ***Equipment Stealthing.*** All antennas, accessory equipment, cross arms, hardware, cables and other attachments to the faux tree must be painted or colored with a flat greens, browns or other appropriate earth tones to blend into the faux branches. All antennas, remote radio units, tower-mounted amplifiers and other similar equipment larger than one cubic foot shall be fitted with a faux tree "sock" with faux leaves. No tower-mounted equipment shall be permitted to protrude beyond the faux branch canopy such that it would materially alter the applicable tree shape.

4. ***Material Selection and Approval.*** All materials and finishes used to stealth wireless facilities mounted on a faux tree shall be subject to prior approval by the Department. Applicants shall use only high-quality materials to stealth the wireless facility. The applicant shall use color-extruded plastics for elements such as the faux leaves and faux bark cladding to prolong the like-new appearance and reduce fading caused by exposure to the sun and other weather conditions.

R. **Fall Zone.** All freestanding towers outside the public rights-of-way must be setback from habitable structures approved for residential occupancy by a distance equal to one horizontal foot for every foot of the tower height, or the distance from the highest engineered break point to the top of the tower. The approval authority may waive the setback requirement for freestanding towers that meet Class 3 structural standards for critical infrastructure as defined in the most current revision of the ANSI/TIA-222 Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures.

S. **Building-Mounted Wireless Facilities.** In addition to all other design requirements in this chapter, the following provisions shall be applied to a wireless facility installed on a building rooftop or facade:

1. ***Architectural Integration.*** All applicants should, to the extent feasible, propose non-tower wireless facilities that are completely concealed and architecturally integrated into the existing facade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or facades replaced with RF-transparent material and finished to mimic the replaced materials). Alternatively, when integration with existing building features is not feasible, the applicant should propose completely concealed structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, cupolas, steeples, chimneys and water tanks). Facilities must be located behind existing parapet walls or other existing screening elements to the maximum extent feasible.

2. ***Rooftop Wireless Facilities.*** All rooftop-mounted equipment must be screened from public view with concealment measures that match the underlying structure in proportion, quality, architectural style and finish to the maximum extent practicable. The approval authority may approve unscreened rooftop equipment only when it expressly finds that such equipment is effectively concealed due to its low height and/or setback from the roofline.

3. ***Facade-Mounted Wireless Facilities.*** When wireless facilities cannot be placed behind existing parapet walls or other existing screening elements, the approval authority may approve facade-mounted equipment in accordance with this Subsection. All facade-mounted equipment must be concealed behind screen walls and mounted as flush to the facade as practicable. The approval authority may not approve "pop-out" screen boxes unless the design is architecturally consistent with the original building or support structure. To the extent feasible, facade-mounted equipment must be installed on the facade(s) along the building frontage that is the least prominent or publicly visible.

T. **Administrative Design Guidelines.** The Director may propose design guidelines, SWF Regulations (as defined in Section 20.515~~22~~.030(C) (Small Wireless Facilities/Policy)), and/or an Eligible Facilities Request Policy (as defined in Section 20.~~22~~515.030(D) (Eligible Facilities Requests/Policy)), for consideration by the City Council to clarify the aesthetic and public safety goals and standards in this chapter for City staff, applicants and the public. These guidelines and regulations shall provide more detailed standards to implement the general principals articulated in this section and may include specific standards for particular wireless facilities or site locations, but shall not unreasonably discriminate between functionally equivalent service providers. These design guidelines and regulations, and any subsequent amendments, shall not be effective unless approved by a resolution or ordinance amendment (as applicable) adopted by the City Council. If a conflict arises between the development standards specified in this chapter and the design guidelines adopted under this section, the development standards specified in this chapter shall control.

20.515.110 – Standard Conditions for Approved Permits

A. **General.** Except as may be authorized in Subsection 20.~~22~~515.110(B) (Modified Conditions), all wireless facilities approved under this chapter, or deemed approved by the operation of law, shall be automatically subject to the following conditions:

1. ***Permit Term; No Site Transfers.*** WTFPPs do not run with the land. The permit will automatically expire 10 years and one day from its issuance unless California Government Code Section 65964(b) is amended to state otherwise. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law. No change in ownership of the wireless facility, the site, or the subject property shall affect the permit term. This permit may not be transferred to another site or property.

2. ***Permit Renewal.*** The permittee may apply for permit renewal not more than one year before this permit expires. The permittee must demonstrate that the subject wireless facility complies with all the conditions of approval associated with its permit and all applicable provisions in this Code that exist at the time the decision to renew or not renew is rendered. The approval authority (which shall be the approval authority that approved the original WTFPP) may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with this Code or other applicable law. Upon renewal, this permit will automatically expire 10 years and one day from its issuance. Additional permit renewals shall be subject to the procedures in this subsection.

3. ***Build-Out Period.*** This construction permit will automatically expire one year from the approval date (the "build-out period") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, support structure or the wireless facility and its use. The permittee may request in writing, and the Director may grant in writing, one six-month extension to the build-out period if the permittee submits substantial and reliable written evidence demonstrating justifiable cause for a six-month extension. If the build-out period (and any extension) expires, the construction permit shall be automatically void but the permittee may resubmit a new complete application, which includes, without limitation all application fees, for the same or substantially similar project.

4. ***Approved Plans.*** Any construction plans submitted to the building official shall incorporate the permit, together with all conditions of approval and the photo simulations associated with the permit (collectively, the "approved plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the approved plans. Any alterations, modifications or other changes to the approved plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, shall be subject to the Director's prior review and approval. After the Director receives a written

request to approve an alteration, modification or other change to the approved plans, the Director may refer the request to the original approval authority if the Director finds that it proposes a substantial change from the approved plans or implicates a significant or substantial land-use concern

5. ***Post-Installation Certification.*** At the time permittee commences full, unattended operations at a wireless facility, the permittee shall provide the Director with documentation reasonably acceptable to the Director that the wireless facility has been installed and/or constructed in strict compliance with the approved plans. Such documentation shall include without limitation as-built drawings, GIS data and site photographs. In a written notice to the permittee, the Director shall either certify that the wireless facility complies with the approved plans or order the permittee to correct any noncompliance.

6. ***Adverse Impacts on Other Properties.*** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction work hours authorized by Chapter 15.44 of this Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons. The Director may issue a stop work order for any activities that violates this condition in whole or in part. If the Director finds good cause to believe that ambient noise from a facility violates applicable noise regulations in this Code (Chapter 9.40), the Director, in addition to any other actions or remedies authorized by the permit, this Code or other applicable laws, may require the permittee to commission a noise study, at permittee's sole cost, by a qualified professional to evaluate the facility's compliance.

7. ***Compliance with Applicable Laws.*** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("laws") applicable to the permittee, the subject property, the wireless facility or any use or activities in connection with the use authorized in this permit. If the Director finds good cause to believe that the wireless facility is not in compliance with any laws applicable to human exposure to RF emissions, either individually or cumulatively with other transmitters in the vicinity, that result in RF exposures that exceed the FCC's maximum permissible exposure level for the general population, the Director may require the permittee to submit a written report certified by a qualified radio frequency engineer familiar with the wireless facility that certifies that the wireless facility is in compliance with all such laws. The Director may order the facility to be powered down if, based on objective evidence, the Director finds that the wireless facility is in fact not in compliance with any laws applicable to human exposure to RF emissions until such time that the permittee demonstrates actual compliance with such laws. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all laws. No failure or omission by the City to timely notice, prompt or enforce compliance with any applicable

provision in this Code, this chapter, any permit, any permit condition or any applicable law or regulation, shall be deemed to relieve, waive or lessen the permittee's obligation to comply in all respects with all applicable provisions in this Code, this chapter, any permit, any permit condition or any applicable law or regulation.

8. ***Site Maintenance.*** The permittee shall keep the site area, which includes, without limitation, any and all improvements, equipment, structures, access routes, walls, fences and landscape features, in a neat, clean, safe and code-compliant condition in accordance with the approved plans and all conditions in this permit. The permittee shall keep the site area free from all litter and debris at all times. Routine maintenance shall be restricted to normal construction work hours specified in -Chapter 15.44 of this Code. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 48 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.

9. ***Landscape Features.*** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select plant and maintain replacement landscaping, in compliance with the Chapter 20.~~19~~ 507 of this Code (Landscaping), in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

10. ***Abandonment.*** The permittee shall notify the Director when the permittee intends to abandon or decommission the wireless facility authorized under this permit. In addition, the wireless facility authorized under this permit shall be deemed abandoned if the wireless facility has not operated for any continuous six-month period and the permittee fails to resume operations within 90 days from a written notice from the Director. Within 90 days after a wireless facility is abandoned or deemed abandoned, the permittee and/or property owner shall completely remove the wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable laws, which includes without limitation this Code. The permittee and/or property owner may request an extension to complete restoration to 180 days after a wireless facility is abandoned or deemed abandoned, which the Director may grant if the applicant presents evidence of good cause for the extension. In the event that neither the permittee nor the property owner complies with the removal and restoration obligations under this condition within the required period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee and property owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities; the City may also collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this Code. Unless otherwise provided herein, the City has no obligation to store such facility or associated equipment.

11. ***Inspections; Emergencies.*** The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors or other designees may enter onto the site and

inspect the improvements and equipment upon reasonable prior notice to the permittee and/or property owner. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee and/or property owner, if present, may observe the City's officers, officials, staff or other designees while any such inspection or emergency access occurs.

12. ***Safety Hazard Protocol.*** If the Fire Chief or Building Official (or their designee) finds good cause to believe that the wireless facility presents an immediate fire risk, electrical hazard or other threat to public health and safety in violation of any applicable law, the Fire Chief of Building Official may order the facility to be shut down and powered off until such time as the immediate threat has been mitigated, after a good faith effort is made to notify the applicant, if feasible. Any mitigations required shall be at the permittee's sole cost and expense.

13. ***Contact Information.*** Prior to final inspection and at all times relevant to this permit, the permittee shall keep on file with the Department basic contact and site information. This information shall include, but is not limited to, the following: (A) the name, physical address, notice address (if different), direct telephone number and email address for (i) the permittee and, if different from the permittee, the (ii) site operator, (ii) equipment owner, (iii) site manager and (iv) agent for service of process; (B) the regulatory authorizations held by the permittee and, to the extent applicable, site operator, equipment owner and site manager as may be necessary for the facility's continued operation; (C) the facility's site identification number and/or name used by the permittee and, to the extent applicable, site operator, equipment owner and site manager; and (D) a toll-free telephone number to the facility's network operations center where a live person with power-down control over the facility is available 24 hours-per-day, seven days-per-week. Within 10 business days after a written request by the City, the permittee shall furnish the City with an updated form that includes all the most-current information described in this condition.

14. ***Indemnification.*** The permittee and, if applicable, the property owner upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, City Council and the City's boards, commissions, agents, officers, officials, employees and volunteers (collectively, the "indemnitees") from any and all (A) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void or annul the City's approval of this permit, and (B) other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this permit or the wireless facility. If the City becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or permittee (as applicable) shall promptly reimburse the City for any

costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the approval authority to approve this permit, and that such indemnification obligations will survive the expiration, revocation or other termination of the WTFPP.

15. ***Insurance.*** The permittee shall obtain and maintain throughout the term of the permit a type and amount of insurance as specified by City's risk management. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured. The permittee shall use its best efforts to provide 30 days prior notice to the Director of to the cancellation or material modification of any applicable insurance policy.

16. ***Performance Bond.*** Prior to issuance of a WTFPP, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100 percent of the cost of removal of the facility as specified in the application for the WTFPP, or as that amount may be modified by the Director in in the permit based on the characteristics of the installation. The permittee shall reimburse the City for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

17. ***Record Retention.*** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the WTFPP application, the WTFPP, the approved plans and photo simulations incorporated into such approval, all conditions associated with the approval, any ministerial permits or approvals issued in connection with the WTFPP approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the permit (collectively, "records"). If the permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing records will be construed against the permittee. The permittee shall protect all records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep records in an electronic format; provided, however, that hard copies or electronic records kept in the City's regular files will control over any conflicts between such City-controlled copies or records and the permittee's electronic copies.

18. ***Permit Revocation.*** See Section 20.~~23~~602.~~180~~160 of this Code ("Revocation Procedure").

19. ***Truthful and Accurate Statements.*** The permittee acknowledges that the City's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City in connection with the permit or the wireless facility, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or

misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

20. ***Successors and Assigns.*** The conditions, covenants, promises and terms contained in this permit will bind and inure to the benefit of the City and permittee and their respective successors and assigns.

21. ***City's Standing Reserved.*** The City's grant or grant by operation of law of a permit does not waive, and shall not be construed to waive, any standing by the City to challenge any provision in federal or state law or any interpretation thereof.

B. **Modified Conditions.** The City Council authorizes the Director to modify, add or remove conditions to any permit as the Director deems necessary or appropriate to: (1) protect and/or promote the public health, safety and welfare; (2) tailor the standard conditions listed in Subsection 20.~~22~~515.110(~~-~~A) (General) to the particular facts and circumstances associated with the deployment; and/or (3) memorialize any changes to the proposed deployment need for compliance with this Code, generally applicable health and safety requirements and/or any other applicable laws.

20.515.120 –Legal Nonconforming Wireless Telecommunications Facilities on Private Property

Legal nonconforming wireless telecommunications facilities are those private property wireless facilities that existed but did not conform to this chapter on the date this chapter became effective and shall be subject to the provisions of Chapter 20.~~20~~510 (Nonconforming Uses, Structures, and Parcels).

20.515.130 – Special Exceptions for Federal or State Preemption.

A. **Preface.** The provisions in this section establish a procedure by which the City may grant an exception to the standards in this chapter but only to the extent necessary to avoid conflict with applicable federal or state law. When the applicant requests an exception, the approval authority shall consider the findings in Subsection 20.~~22~~515.130(~~-~~B) (Findings for an Exception) in addition to the findings required under Subsection 20.~~22~~515.080(~~-~~A) (Required Findings). Each exception is specific to the facts and circumstances in connection with each application. An exception granted in one instance shall not be deemed to create a presumption or expectation that an exception will be granted in any other instance.

B. **Findings for an Exception.** The approval authority may grant an exception to any provision or requirement in this chapter only if the approval authority finds that a denial based on the application's noncompliance with a specific provision or requirement would violate federal law, state law, or both.

C. **Scope of Exception.** If the approval authority finds that an exception should be granted, the exception shall be narrowly tailored so that the exception deviates from this chapter to least extent necessary for compliance with federal or state law.

D. **Burden of Proof.** The applicant shall have the burden to prove to the approval authority that an exception should be granted pursuant to this section. The standard of evidence shall be the same as

required by applicable federal or state law for the issue raised in the applicant's request for an exception."

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600 Series - Administration and Procedures

Chapter 20.601 – ADMINISTRATION

Sections:

20.601.010 – Purpose and applicability
20.601.020 – Review Authorities
20.601.030 – Approvals, Generally
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20.601.010 – Purpose and Applicability

The 600 Series establishes the procedures and criteria by which the City of Chino will review proposed land use and development for compliance with Title 20, Zoning, of the Municipal Code of the City of Chino the Zoning Code). All use and development of land or structures, construction of buildings and improvements to the land, and changes in the use of land or structures must obtain permits and approvals in accordance with Title 20, unless specifically exempted.

20.601.020 – Review Authorities

A. **Threshold of Review.** Table 20.601-1 (Threshold of Review) establishes the final reviewing authority for all land use and development entitlements in the City of Chino. The symbols contained within the Table have the following meanings:

X = Approving Authority
A = Appeal Authority
R = Recommending (Advisory) Authority

Table 20.601-1 Threshold of Review

		Approving Authority		
Land Use/Entitlement Application Type	CMC Section/ Title Number	~~Community Development Services~~ Director of Development Services	Planning Commission	City Council
Annexations	20.603.030			X
General Plan Amendments	20.603.010		R	X
Specific Plan Amendments	20.603.020		R	X
Zone Changes and Zone Ordinance Amendments	20.603.030		R	X
Prezoneing	20.603.030		R	X
~~Tract/Parcel Maps~~	~~Title 19~~			
Tentative Tract/Parcel Maps	Title 19		X	A
Final Tract/Parcel Maps	Title 19			X
Development Agreements	20.603.040		~~R~~	X
~~Special~~ Conditional Use Permits	20.603.050		X	A
Temporary Use Permits	20.603.060	X	A	
Site Approvals	20.603.070		X	A
Minor Variance	20.603.080	X	A	~~A~~
Major Variance	20.603.080		X	A
Zoning Clearance	20.603.090	X	A	~~A~~
Administrative Approval	20.603.100	X	A	~~A~~
Special Procedures for Accessory Dwelling Units and Farmworkers Housing	20.603.110	X	A	
Special Procedures for Streamlined Administrative Approval of Qualifying Housing Development	20.603.120	X	X[1]	
Special Procedures for SB 330 Applications for Housing Developments	20.603.130	X	A[2]	
Replacement Housing for Housing Development Projects	20.603.140	X	A	
Planned Development	20.603.150		R	X

[1] SB 35 decisions are not appealable because they are ministerial acts. Judicial relief is available.

[2] A preliminary application is "deemed complete" if all of the information required by the Government Code is filed, which establishes an applicant's vested rights; however, the subsequent determination of whether a Formal Application is complete is appealable. These appeal rights are established in Section 20.602.~~140~~130 (Appeals). See discussion at: https://www.landusedevelopments.com/?s=SB+330+application+deemed+complete

B. **Multiple Permit Applications.** A project which requires the filing of more than one land use or entitlement permit application shall, to the extent possible, file all related permits concurrently.

20.601.030 – Approvals, Generally

A. Any variance or ~~special~~ conditional use permit granted pursuant to the provisions of any "zoning" or "districting" ordinance enacted prior to the effective date of the ordinance codified in this title, shall be construed to be a variance or ~~special~~ conditional use permit under this title, subject to all limitations imposed in such variance or ~~special~~ conditional use permit. Such variances or ~~special~~ conditional use permits, however, not utilized within 180 days from the effective date of the ordinance codified in this title, shall be null and void, and the property included therein shall thereafter be subject to all the regulations of the zone in which it is located.

B. Any land use that is legally established prior to the effective date of the ordinance codified in this title, and which land use requires the approval of a ~~special~~ conditional use permit according to this title, is deemed to have a ~~special~~ conditional use permit subject to all requirements of Section ~~20~~603.23.~~080~~ 050 (Conditional Use Permits) of the Zoning Code.

20.601.040 – Applications and Fees

A. **Purpose and Intent.** These provisions prescribe the procedures and requirements for the filing of applications for permits, amendments and approvals prescribed by the Zoning Code.

B. **Application Filing.** An application for a permit, permit modification, amendment, or any other matters pertaining to this Zoning Code shall be filed with the Development Services Department ~~of Community Development~~ Services on a City application form, together with all required fees, plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the Department to process the application. The application shall be made by the owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase the property contingent upon their ability to acquire the necessary permits under this Zoning Code~~, or their agent(s)~~.

C. **Application Contents.**

1. ***Application Forms.*** The Director of Development Services (the "Director") must prepare and issue application forms that specify the information and materials required from applicants for projects subject to the provisions of the Zoning Code.

2. ***Electronic Submissions and Supporting Information and Materials.*** The Director may require the electronic submission of application materials, consistent with the Government Code, and also is authorized to request the submission of additional information and materials from the applicant when necessary to complete the review of the project. The information and materials may include, but are not limited to, written descriptions, photographs, plans, drawings, maps, renderings, models, material samples, and other items necessary to describe existing conditions and the proposed project. Unless otherwise specified, all renderings must depict the proposed structure, landscaping, and other improvements, and surrounding uses as they would appear after project completion.

3. ***Submittal Waivers.*** The Director may waive certain submittal requirements to tailor the requirements to the information necessary to review the particular application.

4. ***Public Review.*** All forms, information, and materials submitted in support or in opposition to an application become property of the City, and may be distributed to the public.~~,~~ The forms, information, and materials ~~and~~ will be made available for public inspection once they are complete upon reasonable request and during normal business hours at the Development Services Department. Unless prohibited by law, copies of these submittals will be made available at a reasonable cost.

D. **Fees.** The City Council shall, by resolution, establish a schedule of fees for discretionary permits, ministerial approvals, ~~and~~ zoning clearances, amendments, and other matters pertaining to this Zoning Code. The schedule of fees may be changed or modified only by resolution of the City Council. ~~Until all applicable fees have been paid in full, r~~Review shall not commence on any application until all applicable fees have been paid in full. Failure to pay all applicable fees is grounds for rejection~~denial~~ of an application.

1. ***Fee Waiver.*** An applicant proposing to build an accessory dwelling unit that is less than 750 square feet may submit a written request to the Director for the waiver of all or a portion of fees if specifically authorized by ~~State law~~Government Code Section 65852.2(f)(3)(A). Upon a finding by the Director that, owing to exceptional or extraordinary circumstances, collection of the required fees will result in unnecessary hardship, the fees may be reduced or waived by the Director.

2. ***Multiple Applications.*** The City's processing fees are cumulative and must be paid as required by the Council fee resolution.

3. ***Refund of Fees.*** Application fees are non-refundable unless otherwise provided for in the Municipal Code or by a policy of the City Council.

E. **Limitation on Application Refiling.** A final action denying an application for a land use decision or ~~development~~entitlement permit relative to a specific lot(s) or parcel(s), shall prohibit the further filing of the same or a substantially similar application for a period of not less than one year from the date of application denial.

F. **Environmental Review.** An application for an entitlement permit, entitlement permit modification, amendment, or any other matters pertaining to this Zoning Code shall be reviewed and acted upon in accordance with the provisions of the California Environmental Quality Act ~~and the~~ (CEQA) and its ~~G~~guidelines.

G. **Applications Deemed Withdrawn.**

1. If an applicant does not respond in writing to a Notice of Non-Acceptance within ~~nine~~ six months of receipt of said Notice, the application shall expire and be deemed withdrawn without any further action by the City.

2. Any fees submitted with the project application that remain unused at the time the application is deemed withdrawn shall be returned to the applicant.

3. After the withdrawal of an application, future City consideration of the same or another project shall require the submittal of a new, complete application, and associated filing fees.

Chapter 20.602 – COMMON PROCEDURES

Sections:

20.602.010 – Purpose and Intent
20.602.020 – Pre-Application liminaryReview
20.602.030 – Submittal and Review of Applications.
20.602.040 – Environmental Review
20.602.050 – Public Notices and Hearings
20.602.060 – Conduct of Public Hearings
20.602.070 – Action
20.602.080 – Effective Date
20.602.090 – Expiration and Extension
20.602.100 – Changes to an Approved Project
20.602.110 – Reasonable Accommodations
20.602.120 – Construction Management Plan
20.602.130 – Appeals
20.602.140 – Calls for Review
20.602.150 – Modification Procedure for Conditions of Approval
20.602.160 – Revocation Procedure

20.602.010 – Purpose and Intent

This chapter establishes the procedures that are common to the application for and processing of all permits and approvals provided for in this Zoning Code, except as superseded by a specific requirement of the Zoning Code or State law.

20.602.020 – ~~Pre-Application~~Preliminary Review

A. **Purpose.** The purpose of the preliminary review process is to provide an introductory review that allows the City to analyze a project at a conceptual level. The purpose of the preliminary review is to identify major issues regarding land use, building configuration, driveway locations, overall site design, and environmental impacts based on the plans and information submitted.

1. A preliminary review may be submitted for any development proposals prior to the formal submittal of an application.

2. A preliminary review shall be required for all projects that involve a density bonus and/or other incentives as identified in Chapters 20.306 and 20.512.

B. **Application and Filing.** An application for a preliminary review may be initiated by the City or by an interested party in accordance with the provisions of Section 20.601.040 (Applications and Fees) of this Series.

C. **Review.** Within ~~90~~ 45 days following receipt of a preliminary review application, the Director of ~~Community~~ Development Services shall respond to the applicant in writing, providing comments on the proposal, suggestions on how to improve the proposal, consistency with General Plan and zoning regulations, potential special studies that may be required, and a description of all necessary land use applications that must be filed with the City.

D. **Recommendations Are Advisory.** Neither Preliminary Review nor the information conveyed during the Preliminary Review is a recommendation for approval or denial of an application by City representatives. Any recommendations that result from Pre-Application Review are advisory; they are not binding on the applicant or the City.

20.602.030 – Submittal and Review of Applications

A. **Initiation of Application.** An application may be submitted by any qualified applicant.

B. **Application Forms.** Applications shall be submitted using the City's application forms. They shall include all of the required information for the individual application.

C. **Electronic Submission and Supporting Materials.** The City may require the electronic submission of the application materials, consistent with the Government Code, and also may require supporting materials, including without limitation statements, photographs, plans, renderings, material samples and other items necessary to describe existing conditions and the proposed project.

D. **Availability of Materials.** All material submitted in support of a specific application becomes the property of the City and is available for public review.

E. **Review for Completeness.**

1. The Director of Development Services must determine whether an application is complete within 30 days of the date that the application is filed with the required fee. If the Director does not make such determination, the application is deemed complete pursuant to State law and shall be processed accordingly.

2. The Director of Development Services and the applicant may mutually agree in writing to extend this time period.

F. **Incomplete Application.**

1. ***Zoning Violations.*** An application is incomplete if conditions exist on the site in violation of this Zoning Code or any permit or other approval granted in compliance with this Zoning Code, unless the proposed project includes a correction of the violation(s).

2. ***Notification of Deficiencies***. If an application is incomplete, the Director must provide written notification to the applicant specifically identifying how the application is deficient and stating that the Development Services Department will not process an incomplete application. The application must then be classified as "incomplete."

3. ***Correcting Deficiencies.*** The applicant must provide the materials and/or information required to correct the deficiencies in the application within the time limit specified by the Director, which must not be sooner than 30 days unless a time extension is granted.

4. ***Expiration of Application.*** If an applicant fails to correct any specified deficiency within the specified time limit, the application will be deemed expired unless a time extension is granted. After the expiration of an application, the submittal of a new, complete application is required.

5. ***Appeal of Determination.*** The decision that an application is incomplete may be appealed to the Planning Commission in accordance with Section 20.602.130 (Appeals). A preliminary application filed pursuant to SB 330 is deemed complete if it includes all of the required information; there is not a separate completeness determination, and the applicant's filing to obtain a vested right is not appealable.

G. **Complete Application.**

1. ***Complete Application Required***. An application must be complete before review of the application begins.

2. ***Determination of Complete Application.*** An application is complete when the Director of Development Services determines that it is submitted on the required form, includes all the necessary information to decide whether the application will comply with the requirements of this Zoning Code, and is accompanied by the applicable fee(s). The Director's decision that an application is complete is final and not subject to review by a decision-making body.

3. ***Recording Date and Scheduling Hearing.*** When an application is determined to be complete, the Director must make a record of that date. If the application requires a public hearing, the Director must schedule it and notify the applicant of the date and time.

20.602.040 – Environmental Review

Before approving any application subject to discretionary review or a zoning clearance under this Zoning Code, the requirements of the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*) and the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*) must be met unless a project is exempt from environmental review.

A. **Procedures**. The City adopts and incorporates by reference the State CEQA Guidelines as its environmental review procedures.

B. **Determination of Exemption**. The Director must determine whether a project is exempt from environmental review under CEQA and, if so, must make a record of that determination. If the project is not exempt, a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report must be prepared at the applicant's expense.

C. **Exempt Projects.** Prior to approving the project, the decision-maker(s) must first approve the Director's determination of an exemption. Following project approval, a Notice of Exemption shall be filed as required by CEQA Guidelines. The applicant must pay all filing fees for the Notice of Exemption.

D. **Non-~~exempt~~ Exempt Projects.** If the Director determines that the project is not exempt from environmental review under CEQA, the applicant must be notified and must pay the required fee for environmental review.

20.602.050 – Public Notices and Hearings

A. **Purpose and Intent.** The purpose of these provisions is to prescribe specific procedures and requirements for the scheduling, noticing and hearing of each of the various classifications of land use and development applications, or any other matters pertaining to this Zoning Code.

B. **Applicability.** An application for a permit, permit modification, amendment, change, revision, extension, or any other matters pertaining to this Zoning Code, shall be scheduled, noticed and heard in accordance with the provisions of this Section.

C. **Notice of Hearing**.

1. ***Minimum Notification Procedures.*** Public notice and hearing shall be provided in the manner prescribed by Table 20.602-2 (Minimum Public Notice and Hearing Requirements).

Table 20.602-2 Minimum Public Notice and Hearing Requirements

Classification/Action	*Public Hearing Required*	*Notification Requirement*		*Additional Regulations*
		Mail	*Publish*	
Zone Ordinance Amendments	Yes	No	Yes	20.602.060.C.2
Zone Changes	Yes	300 ft. Radius	Yes	20.602.060.C.2&3
Variances				
Minor Variance	No	Adjacent Property	No	20.602.060.C.4
Major Variance	Yes	300 ft. Radius	Yes	20.602.060.C.2&3
Tract/Parcel Maps:				
Tentative Maps	Yes	300 ft. Radius	Yes	20.602.060.C,2&3
Final Maps	No	No	No	
Specific Plans and Amendments				
Not affecting specific real property	Yes	No	Yes	20.602.060.C.2&3
Affecting specific real property	Yes	300 ft. Radius	Yes	20.602.060.C.2&3
~~Special Conditional Use~~Conditional Use Permits	Yes	300 ft. Radius	Yes	20.602.060.C.2&3
Temporary Use Permit	No	Yes	No	20.603.060
Site Approvals	No	300 ft. Radius	Yes	20.602.060.C.2&3
General Plan Amendments:				
Not affecting specific real property	Yes	No	Yes	20.602.060.C.2
Affecting specific real property	Yes	300 ft. Radius	Yes	20.602.060.C.2&3
Fees and Exactions (adoption or increase)	Yes	No	Yes	20.602.060.C,2
Development Agreements	Yes	300 ft. Radius	Yes	20. 602.060.C.2&3

Table 20.602-2 Minimum Public Notice and Hearing Requirements

Classification/Action	*Public Hearing Required*	*Notification Requirement*		*Additional Regulations*
		Mail	*Publish*	
Appeal Of				
Planning Commission action not affecting specific real property	Yes	No	Yes	20. 602.060.C.2
Planning Commission action affecting specific real property	Yes	300 ft. Radius	Yes	20. 602.060.C.2&3
Administrative Action	No	The noticing requirements shall be the same as that required for the administrative action or decision being appealed		
Administrative Approvals				
Zoning Clearance	No	No	No	
Type I (Minor New Construction Projects)	No	Adjacent Property	No	20.602.060.C.4
Type II (Minor Additions, Expansions or Alterations)	No	Adjacent Property	No	20.602.060.C.4
Type III (Land Use Approvals)	No	Adjacent Property	No	20.602.060.C.4
Home Occupation Permit	No	Adjacent Property	No	20.602.060.C.4

2. A public notice shall be published one time in a newspaper of general circulation within the City, at least 10 days prior to the scheduled hearing (20 days for Zoning Code and Zoning Map amendments, Planning Commission only, 10 days for City Council).

3. At least 10 days or 20 days, as the case may be, prior to the scheduled hearing, notice shall be provided in each of the following ways:

   a. Notice shall be mailed or delivered to the owner of the property that is the subject of the hearing or the owner's duly authorized agent, and to the project applicant.

   b. Notice shall be mailed or delivered to each local agency expected to provide water, sewer, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be affected.

   c. Notice shall be mailed or delivered to all owners of real property shown on the latest equalized assessment roll within a 300-foot radius of the property that is the subject of the hearing. In lieu of utilizing the assessment roll, the City may utilize records of the county assessor or tax collector that contain more recent information than the assessment roll. If the number of owners to whom the notice would be mailed or delivered pursuant to this paragraph is greater than 1,000, the City may provide notice by placing a display

advertisement of at least one-eighth page in a minimum of one newspaper of general circulation within the City, at least 10 days prior to the hearing.

d. The 300-foot radius is a MINIMUM requirement and may be expanded if deemed necessary by the Director of ~~Community~~ Development Services.

e. Where it is anticipated that the subject of a hearing may result in opposition or controversy within a neighborhood, the Director of ~~Community~~ Development Services may require the project applicant to provide notification to all renters and lessors of property within a 300-foot radius of the property that is the subject of the hearing.

4. At least 10 days prior to action on the application, notice shall be provided in each of the following ways:

a. Notice shall be mailed or delivered to the owner of the property that is the subject of the hearing or the owner's duly authorized agent, and to the project applicant, and

b. Notice shall be mailed or delivered to all owners of real property shown on the latest equalized assessment roll adjacent to the property that is the subject of the hearing. In lieu of utilizing the assessment roll, the City may utilize records of the county assessor or tax collector that contain more recent information than the assessment roll. For the purpose of these provisions, "adjacent" means any lot that touches the property line of the subject site or is located across the street.

D. **Additional Notification.** In addition to the noticing required by Table 20.602-2 (Minimum Public Notice and Hearing Requirements), notice of a hearing may be given in any other manner deemed necessary by the Director of ~~Community~~ Development Services.

1. For applications on a lot or lots combined to be greater than 5 acres, within 600 feet of a residentially zoned property, the applicant shall install a sign on the subject property as follows:

a. The sign shall be installed on all property lines directly adjacent to a public right-of-way.

b. The sign shall be a minimum of four feet (4') in height by eight feet (8') in length and shall include the following:

i. The developers name and contact information;

ii. Name of project and file number;

iii. Brief description of project; and

iv. City contact name and phone number.

~~c. The sign shall be easily readable from a distance of 60 feet.~~

~~d.~~c. The sign shall be removed within 7 days of the final decision of the hearing body.

E. **Notice Content.** At a minimum, a public notice shall include the following information:

1. The date, time, address and location of the meeting or public hearing;

2. The identity of the hearing body or officer holding the meeting or hearing;

3. A general description of the proposed project;
4. The environmental determination;
5. The name, title, and telephone number of a staff contact person;
6. The location and hours that the case file can be reviewed;
7. The project name and case number;
8. The project applicant's name and the name of the owner if not the applicant;
9. A general description of project location, including streets and intersections;
10. A vicinity map showing the project location;
11. A statement that anyone interested in the project, and anyone who has questions or comments on the project, is invited to attend the public meeting or hearing, to appear and be heard on the request or proposal;
12. A statement describing how to submit written comments and what the appeal procedures area; and
13. The following concluding statement: "If you challenge the *(nature of the action)* in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City prior to the public hearing."

F. **Request for Notification.** A notice shall be mailed or delivered, at least 10 days prior to the scheduled hearing, to all persons who have filed a written request for notice with the City Clerk. At the time of such request, the person shall deposit such sum requested by the City Clerk to cover the City's actual cost thereof, as determined by the City Clerk.

G. **Failure to Receive Notice.** The failure of any person or entity to receive public notice given pursuant to this Zoning Code shall not constitute grounds for any court to invalidate the action for which the notice was given. Meaning more specifically, that the validity of the proceedings is not affected by the failure of any person or entity to receive notice under this Section.

20.602.060 – Conduct of Public Hearings

A. At any public hearing held pursuant to the provisions of this Zoning Code, the Planning Commission or City Council shall hear the applicant, appellant, any interested persons, and any staff member. The Planning Commission or City Council may preclude the introduction of any irrelevant evidence and may restrict any person's oral presentation to ~~10 minutes~~a specified time limit. However, the Planning Commission or City Council shall receive any person's written statement.

B. In the event that any member of the Planning Commission or City Council has obtained evidence outside of the hearing, such information shall be placed into the record. Thereafter, the applicant, appellant, or any interested person may rebut such information and shall be entitled to a continuance for that purpose. However, no person may examine a member of the Planning Commission or City Council.

C. Any action or decision of the Planning Commission or City Council shall require a majority vote of its members. An abstention by any member who is present at the hearing and has heard all presented evidence, shall constitute an affirmative vote on any motion regarding the application or appeal.

D. When an action or decision of the Planning Commission is contested, and a request is made in writing prior to the date of the hearing, the Director of ~~Community~~ Development Services shall insure that a record of any such hearing shall be made and duly preserved ~~provided that a deposit is made prior to the hearing~~, and that the total cost thereof is made before said record is made available.

E. Any public hearing conducted pursuant to this Section may be continued from time to time. If such hearing is continued at the request of an applicant or appellant, such a continuance shall constitute a waiver of any applicable time period in which to take action or render a decision.

F. Any action or decision of the Planning Commission shall be final and conclusive, unless appealed to the City Council pursuant to the provisions of Part I (Appeals) of this Section. Any action or decision of the City Council shall be final and conclusive.

20.602.070 – Action

When making a decision to approve, approve with conditions, modify, revoke, or deny any discretionary permit under this Zoning Code, the responsible decision-maker must issue a Notice of Action and make findings as required by this Zoning Code.

A. **Date of Action.** After the close of the public hearing or, if no hearing is required, no sooner than ten days after any notice was provided pursuant to Section 20.602.050 (Public Notices and Hearings), the decision-maker must make a decision to approve, approve with conditions, or deny the application. Decisions must also be made within any applicable time period set forth below.

1. ***Project Exempt from Environmental Review***. Within 30 days of the date the City has determined an application to be complete, a determination must be made whether the project is exempt from Environmental Review per State CEQA requirements.

2. ***Project for which a Negative Declaration or Mitigated Negative Declaration is Prepared***. Within 60 days of the date a Negative Declaration or Mitigated Negative Declaration has been completed and adopted for project approval, the City must take action on the accompanying discretionary project.

3. ***Project to Develop Affordable Housing for which an Environmental Impact Report is Prepared.*** Within 90 days from the date that the decision-making authority certifies the Final Environmental Impact Report for an affordable housing project that meets the criteria set forth in California Government Code Section 6590(a)(2) for environmental review of affordable housing projects, the City must take action on the accompanying project.

4. ***Project for which an Environmental Impact Report is Prepared***. Within 180 days from the date the decision-making authority certifies a Final Environmental Impact Report for a project that does not involve affordable housing as defined in the California Government Code, the City must take action on the accompanying discretionary project.

B. **Findings.** The decision must be based on the findings required by this Zoning Code. The findings must be based on consideration of the application, plans, testimony, reports, and other materials that constitute the administrative record and must be stated in writing. The findings~~r~~ may refer to a City resolution, ordinance, or record of the action on the application.

C. **Conditions of Approval.** In approving an application, the decision-maker may impose reasonable conditions it deems necessary to ensure that the project will comply with the General Plan, any applicable specific plan, this Zoning Code, and any other applicable City regulations.

D. **Referral Back to Planning Commission.** In approving applications requiring City Council approval upon a recommendation of the Planning Commission, the Council may add, modify, or delete any terms of the permit itself or any provisions of the conditions of approval. Such action may, but need not be, referred back to the Planning Commission for its review and recommendation.

E. **Notice of Decision.** After the decision is made, the Director must issue a notice of decision. For a Planning Commission or City Council action, this notice must consist of the approved resolution or ordinance and any associated conditions of approval. For a decision by any other decision-maker, a letter must be issued to the applicant indicating the decision and any written findings and conditions of approval. A copy of the notice must also be provided to any other person or entity that has filed a written request of such notification.

20.602.080 – Effective Date

A final decision on an application for any discretionary approval subject to appeal is effective after the expiration of the 10-day appeal period following the date of action, unless an appeal is filed pursuant to Section 20.602.~~140~~130 (Appeals). No building permit or business license for the structure or use that is the subject of the application may be issued until after the close of the 10-day appeal period.

20.602.090 – Expiration and Extension

A. **Expiration.** The decision-maker, in the granting of any permit or approval, may specify a time within which the proposed use or construction must be undertaken and actively and continuously pursued. If no time period is specified, any permit or approval granted under this Zoning Code -automatically expires if it is not exercised or extended within two years of its issuance.

1. ***Exercise of Use Permit.*** A permit for the use of a building or land that does not involve construction is exercised when the permitted use has commenced on the site.

2. ***Exercise of Building or Grading Permit.*** A permit for the construction or alteration of a building or structure is exercised when a valid City building permit or grading permit, if required, is issued, and construction has lawfully commenced.

B. **Extensions.** The Director may grant a one year extension of any permit or approval granted under this Zoning Code upon receipt of a complete written application with the required fee prior to the approval's expiration date. In order to grant an extension, the Director must make the following findings:

1. The applicant has clearly documented that they have made a good faith effort to commence and diligently pursue work;
2. It is in the best interest of the City to extend the approval;
3. There are no substantial changes to the project, no substantial changes to the circumstances under which the project is undertaken, and no new information of substantial importance that would require any further environmental review pursuant to the California Environmental Quality Act; and
4. The applicant is maintaining the property in compliance with all applicable City regulations.

C. In granting an extension pursuant to subsection (B) above, the decision-maker may modify the conditions of approval as deemed necessary to fulfill the purposes of this Zoning Code and the CMC.

20.602.100 – Changes to an Approved Project

A. **Minor Modifications.** The Director may approve minor modifications to approved plans that are substantially consistent with the original findings and conditions of approval and that would not intensify any potentially detrimental effects of the project. If the modification relates to public infrastructure, the Director shall consult with the Director of Public Works prior to making a decision. Modification of conditions of approval are governed by Section 20.602.160 (Modification Procedure for Conditions of Approval).

B. **Major Modifications.** Modifications that the Director determines are not minor require the approval of the original decision-maker. Any person holding a permit granted under this Zoning Code may apply for such modification by following the same procedure required for the initial application for the permit. Such modifications may be to the terms of the permit itself or to conditions of approval. Modifications of conditions of approval are governed by Section 20.602.160 (Modification Procedure for Conditions of Approval).

20.602.110 – Reasonable Accommodations

A. The Director of ~~Community~~ Development Services shall have authority to modify the established zoning regulations, including dimensional requirements and objective design standards, for the purpose of allowing reasonable accommodation in conjunction with the Americans with Disabilities Act, the federal Fair Housing Act, the Religious Land Use and Institutionalized Persons Act, and the California Fair Employment and Housing Act. Modifications from zoning standards shall ~~only~~ apply to new construction and to additions or tenant improvements to existing buildings and shall be limited to the following areas:

1. Additions or alterations required to provide access to a new building or to retrofit an existing building to provide adequate disabled access may encroach into a required setback up to 10 percent of the required setback standard.

2. The maximum lot coverage, transparency standards, setback lines, parking space, driveway width, and/or landscape coverage may be deviated from up to 10 percent of the required standard if an addition or alteration to an existing building is required to provide disabled access or fair access to housing or accommodations for other protected uses or protected persons.

3. Waiver cannot be granted for: lot area, width, or depth; maximum height or number of stories; floor area ratio; minimum number of parking spaces; minimum or maximum residential density; or maximum floor area.

B. The Director must make the following findings in addition to any other findings that this Code requires:

1. That the housing or other property that is the subject of the request for reasonable accommodation will be used by an individual or organization entitled to protection;

2. If the request for accommodation is to provide fair access to housing, that the request for accommodation is necessary to make specific housing available to an individual protected under State or federal law;

3. That the conditions imposed, if any, are necessary to further a compelling public interest and represent the least restrictive means of furthering that interest; and

4. That denial of the requested waiver would impose a substantial burden on religious exercise or would conflict with any State or federal statute requiring reasonable accommodation to provide access to housing.

C. The Director has the authority to impose reasonable conditions of approval that are related and proportionate to what is being requested by the applicant or deemed necessary and appropriate to ensure that the General Plan, any applicable specific plan, and this Zoning Code are met. The Director also may require reasonable guarantees and evidence that such conditions are being, or will be, complied with. Reasonable accommodations may be conditioned to provide for rescission or automatic expiration based on a change in occupancy or other relevant change in circumstances.

20.602.120 – Construction Management Plan

A. **Purpose and Intent.** The purpose of the construction management plan is to coordinate and address construction activities that may impact adjacent residents or businesses.

B. **Applicability.** The construction management plan policy shall be applied to new construction or an existing development requiring ~~a building permit, zoning clearance, or~~ administrative or Planning Commission approval within the City at the discretion of the Director of ~~Community~~ Development Services.

C. **Policy.** At the discretion of the Director of ~~Community~~ Development Services, prior to the issuance of building permits, the applicant shall prepare a construction management plan to the satisfaction of the Director of ~~Community~~ Development Services and the Director of Public Works. The plan shall coordinate and address construction activities that may impact residents or businesses. Elements of the plan shall contain, but not be limited to, the following items:

1. A traffic management plan that includes mitigation measures to minimize impacts with adjacent residents and occupants as well as information regarding the delivery and routing of construction equipment and materials, the location of the vehicle and equipment staging area, transportation demand management to minimize the impacts of workers' vehicles on neighborhood streets, and traffic control and coordination;
2. Hours of operation;
3. The location of all construction offices and temporary trailers;
4. A phasing plan and construction phasing traffic control plan;
5. Dust control measures;
6. Vector control measures;
7. Pre-construction meetings;
8. Contractor/subcontractor acknowledgement, obligations, and penalties;
9. Security & interim fencing; ~~and~~
10. Signs posted on the site that meet the notification requirements of ~~Section 20.03.110.~~the City ~~D~~ and include a contact telephone number for both the City and the contractor, the project number, developer, contractor, and addresses for the developer and contractor~~.~~;
11. Building and landscape phasing. This plan shall show which buildings and landscaping will be completed in which phases, and how each completed phase will be closed off from phases under construction so as to minimize conflict between construction vehicles and pedestrian and vehicular traffic in the center~~.~~; and
12. A specific transportation demand management program for workers' vehicles, including rideshare/carpool/vanpool programs, flex-hours, and shuttles to off-site parking facilities, ~~-~~shall be required for multi-family residential projects with more than 10 units and any non-residential development project directly adjacent to residential neighborhoods with a construction cost exceed $2 million.

20.602.130 – Appeals

A. **Administrative Actions or Decisions.**

1. Any applicant or any interested person may appeal to the Planning Commission, any action or decision of the Director of ~~Community~~ Development Services. An appeal request shall be filed in writing with the ~~Community~~ Development Services Department, along with the appropriate fee as determined by resolution of the City Council, within 10 days following the action or decision. Such appeal shall include a statement identifying the specific action or decision which is being appealed, the specific grounds for the appeal, and the relief requested from the Planning Commission.

2. Upon receipt of an appeal request, the Director of ~~Community~~ Development Services shall prepare the record before the Planning Commission on the subject matter of the appeal, including reports, memos and meeting notes, and transmit same to the Planning Commission. The Director of ~~Community~~ Development Services shall also prepare a written response to the appeal statement, containing a recommendation on the appeal, proposed findings to deny or support the appeal, along with any appropriate conditions. The response shall be made available to the appellant at least 72 hours prior to the appeal hearing before the Planning Commission.

3. Upon receipt of an appeal request, the Planning Commission shall set the matter for hearing. The hearing shall be held within 60 days following the filing of the appeal request, or the next regularly scheduled Planning Commission meeting thereafter unless the applicant and City staff have agreed to an alternate time.

4. Within 30 days following the conclusion of the hearing, the Planning Commission shall render its decision on the appeal. The Planning Commission may deny the appeal, or may grant the appeal in whole or in part. The decision shall include all required findings of fact.

5. Regardless of the appellant, the burden of demonstrating that a project satisfies all applicable standards and criteria as required by this Zoning Code shall lie with the project applicant.

B. **Planning Commission Actions or Decisions.**

1. Any applicant or any interested person may appeal to the City Council, any action or decision of the Planning Commission. An appeal request shall be filed in writing with the ~~Community~~ Development Services Department, along with the appropriate fee as determined by resolution of the City Council, within 10 days following the Planning Commission action or decision. Such appeal shall include a statement identifying the specific action or decision of the Planning Commission that is being appealed, the specific grounds for the appeal, and the relief requested from the City Council. The appeal statement shall be limited to those matters raised during the public hearing before the Planning Commission. The City Council may not consider any matter that is not raised during the public hearing before the Planning Commission and contained in the appeal statement.

2. Upon receipt of an appeal request, the Director of ~~Community~~ Development Services shall prepare the record before the Planning Commission on the subject matter of the appeal, including staff reports and Planning Commission meeting minutes, and transmit same to the City Council. The Director of ~~Community~~ Development Services shall also prepare a written response to the appeal statement, containing a recommendation on the appeal and proposed findings to deny or support the appeal, along with any appropriate conditions. The response shall be made available to the appellant at least 72 hours prior to the appeal hearing before the City Council.

3. A verbatim transcript of the public hearing before the Planning Commission on the subject matter of the appeal shall be provided if the appellant so requests. The cost of its preparation shall be deposited with the City within five days following the receipt of the appeal request.

4. Upon receipt of an appeal request, the City Council shall set the matter for hearing. The hearing shall be held within 60 days following the filing of the appeal request, or the next regularly scheduled City Council meeting thereafter unless the applicant and City staff have agreed to an alternative time.

5. Within 45 days following the conclusion of the hearing, the City Council shall render its decision on the appeal. The City Council may deny the appeal, or may grant the appeal in whole or in part, along with any conditions it deems necessary to protect the public health, safety and general welfare. The decision shall include all required findings of fact.

6. Regardless of the appellant, the burden of demonstrating that a project satisfies all applicable standards and criteria as required by this Zoning Code shall lie with the project applicant.

20.602.140 – Calls for Review

A. **Planning Commission or City Council Review.**

1. The Commission may call for a review of any determination or decision on a permit application made by the Director of ~~Community~~ Development Services or Department staff.

2. The City Council may call for a review of any determination or decision on a permit application made by the Planning Commission, the Director of ~~Community~~ Development Services, or Department staff.

3. A call for review may only be initiated by the affirmative vote of the majority of the members present of the applicable review authority.

B. **Process for Calling for a Review.**

1. ***Initiation by Planning Commissioners.*** One or more Commissioners may initiate a call for review of a Director of ~~Community~~ Development Services or Department staff determination or decision by filing a written request with the Department within 10 days following the date of the determination or decision.

2. ***Initiation by City Council members***. One or more City Council members may initiate a call for review of a Planning Commission, Director of ~~Community~~ Development Services, or Department staff determination or decision by filing a written request with the Secretary of the Planning Commission within 10 days following the date of the determination or decision.

C. **Consideration of Call for Review.** The Commission or Council, as applicable, shall consider the call for review at its next regularly scheduled meeting.

D. **Vote by Review Authority.** If the Commission or Council, as applicable, votes to review the determination or decision, a subsequent review hearing must be scheduled to consider the merits of the review.

E. **Notice to Applicant.** At the time the review authority votes to initiate the review, the applicant shall be informed of the aspects of the application and the determination or decision that the review authority will consider.

F. **Effect of Call for Review.**

1. A request for a call for review by a member of a review authority must stay the effective date of a determination or decision until the review authority can make a decision on the call for review request.
2. The timely filing of a call for review does not extend the time in which an appeal of a determination or decision shall be filed; the normal appeal period will continue to run.
3. If the review authority decides to call for review the subject determination or decision, then the previous determination or decision will be suspended and be of no further effect.
4. If the review authority decides not to call for review the subject determination or decision, then the determination or decision will become final when the appeal period expires.

G. **Filing of an Appeal Pending a Call for Review.**

1. An eligible person affected by a determination or decision may file a timely appeal in compliance with this Article even though a call for review has been filed in compliance with this Section.
2. The filing of the appeal shall serve to protect the rights of the appellant(s) in the event the call for review is subsequently withdrawn or overturned.
3. Withdrawal or failure of a call for review. If a request for a call for review is withdrawn after filing, or fails, the remaining days of the call for review period will start from the date on which the call for review is withdrawn or fails.

H. **Notice and Public Hearing**.

1. A call for review hearing must be a public hearing only if the original determination or decision required a public hearing.
2. Notice of the public hearing must be the same as the original determination or decision, and the hearing must be conducted, in compliance with Section 20.~~23~~602.~~140~~050 (Public Notices and Hearings).

20.602.150 – Modification Procedure for Conditions of Approval

A. The Planning Commission and City Council shall have jurisdiction to modify or delete conditions of approval imposed upon any new or existing site approval, ~~special~~ conditional use permit, tentative tract or parcel map, variance, or any modification thereto, granted in accordance with the provisions of this Zoning Code, in the following manner:

1. A proceeding to consider modification or deletion of such conditions of approval may be commenced by written application by a permittee, or by direction of the Director of ~~Community~~ Development Services. The Planning Commission or City Council shall conduct a noticed public hearing, pursuant to the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings), on such modification proceedings to determine whether any condition of approval should be added, deleted or modified as follows:

a. Upon institution of a proceeding seeking to add, modify or delete a condition of approval by the Director of ~~Community~~ Development Services, the Director shall prepare and take action to deliver to the permittee, at least 60 days prior to the public hearing, a written statement setting forth the factual basis of the proposed addition, deletion or modification of a condition of approval, together with the notice of the time, date and place of the hearing.

b. The holder of a permit, permit modification or development entitlement may initiate the modification proceeding to add, delete or modify a condition of approval imposed upon such, by filing a written application with the Director of ~~Community~~ Development Services, which application shall identify the property subject to the permit, permit modification or development entitlement, and the conditions of approval sought to be added, deleted or modified. In addition, the application shall contain a factual basis in support of the proposed addition, deletion or modification. Upon receipt of the application, the Director of ~~Community~~ Development Services shall set a hearing thereon before the Planning Commission within 60 days of receipt of the application. Prior to the hearing on the application, the Director of ~~Community~~ Development Services shall investigate the basis of the application and submit a written report thereon, together with recommendations to the Planning Commission or City Council, and the applicant within 72 hours prior to the public hearing.

2. No addition, modification or deletion of any condition of approval shall be granted unless the Planning Commission or City Council determines that such addition, deletion or modification is necessary to protect the public peace, health, safety and welfare, or that such action is necessary to permit reasonable operation under the permit, permit modification or development entitlement previously granted.

3. The decision of the Planning Commission to modify a permit, permit modification or development entitlement shall be final and conclusive in the absence of a timely filed appeal to the City Council. Any appeal of a Planning Commission action shall be subject to the provisions of Section ~~1~~20.602.130 (Appeals) of this Series.

20.602.160 – Revocation Procedure

A. **Development and Land Use Entitlements.** The Planning Commission and City Council shall have jurisdiction to revoke any new or existing site approval, ~~special~~ conditional use permit, tentative tract or parcel map, variance, or any other development or land use entitlement, or any modification thereto, granted in accordance with the provisions of this Zoning Code, in the following manner:

1. Upon recommendation of the Director of ~~Community~~ Development Services, the Planning Commission shall conduct a noticed public hearing, pursuant to the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings), to determine whether the subject permit, permit modification or development entitlement should be revoked. The Director of ~~Community~~ Development Services shall prepare and deliver to the permittee, a written

statement setting forth the factual basis for the proposed revocation, at least 10 days prior to the hearing.

2. A permit, permit modification or development entitlement may be revoked by the Planning Commission or City Council based upon any one or more of the following grounds:

   a. The approval was obtained by fraud;

   b. The permit, permit modification or development entitlement granted is not being exercised;

   c. The use for which such approval was granted has ceased to exist or has been suspended for 180 days or more;

   d. The permit, permit modification or development entitlement granted is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation; or

   e. The permit, permit modification or development entitlement for which the approval was granted was so exercised as to be detrimental to the public peace, health, safety, welfare, or so as to constitute a nuisance.

   f. The permit, permit modification or development entitlement was granted in error as the result of inaccurate information provided by the applicant, or mistaken assumptions by staff, or failure by staff to follow a procedure established either in this Code or in Departmental policy.

3. The decision of the Planning Commission to revoke a permit, permit modification or development entitlement shall be final and conclusive in the absence of a timely filed appeal to the City Council. Any appeal of a Planning Commission action shall be subject to the provisions of Part I (Appeals) of ~~this~~ Section 20.602.130 (Appeals).

B. **Administrative Actions.** The Director of ~~Community~~ Development Services shall have jurisdiction to revoke any new or existing Administrative Approval, ~~as defined in Section 20.23.120 (Administrative Approval),~~ or any modification thereto, granted in accordance with the provisions of this Zoning Code, in the following manner:

1. The Director of ~~Community~~ Development Services shall conduct a hearing to determine whether the permit, permit modification or development entitlement should be revoked. The Director of ~~Community~~ Development Services shall prepare and deliver to the permittee, a written statement setting forth the factual basis for the proposed revocation, at least 10 days prior to the hearing.

2. A permit, permit modification or development entitlement may be revoked by the Director of ~~Community~~ Development Services based upon any one or more of the following grounds:

   a. The approval was obtained by fraud;

   b. The permit, permit modification or development entitlement granted is not being exercised;

c. The permit, permit modification or development entitlement granted is being, or has been, exercised contrary to the terms or conditions of such approval, or in violation of ant statute, ordinance, law or regulation; or

d. The permit, permit modification or development entitlement for which the approval was granted was so exercised as to be detrimental to the public peace, health, safety, welfare, or so as to constitute a nuisance to the extreme annoyance of surrounding businesses or residents.

e. The permit, permit modification or development entitlement was granted in error as the result of inaccurate information provided by the applicant, or mistaken assumptions by staff, or failure by staff to follow a procedure established either in this Code or in Departmental policy.

3. The decision of the Director of ~~Community~~ Development Services to revoke a permit, permit modification or development entitlement shall be final and conclusive in the absence of a timely filed appeal. Any appeal of an administrative action shall be subject to the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings) and Section 20.602.130 (Appeals).

Chapter 20.603 – SPECIFIC PROCEDURES FOR APPROVALS AND PERMITS

Sections:

20.603.010 – General Plan Amendments
20.603.020 – Specific Plans and Amendments
20.603.030 – Zone Changes and Amendments
20.603.040 – Development Agreements
20.603.050 – Conditional Use Permit
20.603.060 – Temporary Use Permits
20.603.070 – Site Approvals
20.603.080 – Variances
20.603.090 – Zoning Clearance
20.603.100 – Administrative Approval
20.603.110 – Special Procedures for Accessory Dwelling Units and Farmworkers Housing
20.603.120 – Special Procedures for Streamlined Ministerial Approval for Qualifying Housing Developments under Senate Bills 35/423 and Assembly Bill 2011
20.603.130 – Special Procedures for SB 330 Applications for Housing Developments
20.603.140 – Replacement Housing for Housing Development Projects
20.603.150 – Planned Development

20.603.010 – General Plan Amendments

A. **Purpose and Intent.** The purpose of these provisions is to prescribe procedures for amending, supplementing or changing the General Plan of the City ~~of the City~~ of Chino, whenever the public necessity, convenience, general welfare or good planning practice so requires.

B. **Applicability**.

1. Pursuant to Government Code Section 65358, the City Council may, by resolution, upon written recommendation of the Planning Commission, amend, supplement, or change the General Plan.

2. No element of the General Plan shall be amended more than ~~4~~four times during any calendar year; except that such limitation shall not apply to amendments necessary for the development of residential units where at least 25 percent of the proposed units will be occupied by low or moderate-income persons as defined in Health and Safety Code Section 50093.

C. **Application and Filing.** A general plan amendment may be initiated by the City, or by an interested party in accordance with the provisions of Section 20.~~23.030~~601.040 *(*Applications and Fees*)* of this chapter.

D. **Hearing and Notice.** All applications for a general plan amendment, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23.140~~602.060 (Public Notices and Hearings) of this chapter.

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application, and provide the information necessary for action on the application, consistent with state planning and zoning law, and shall report all findings to the Planning Commission and City Council.

F. **Review and Action**.

1. The Planning Commission shall make a written recommendation on a proposed general plan amendment whether to approve, approve in modified form or deny, based upon the findings contained in Part G (Findings) of this section. The Planning Commission's recommendation shall be transmitted to the City Council, in such manner and form as may be specified by the City Council. The Planning Commission shall make its findings and recommendations to the City Council, in writing, within 60 days following the date its decision was rendered.

2. Upon receipt of the recommendation of the Planning Commission, the City Council may, by resolution, approve, approve with modifications or deny a general plan amendment, based upon the findings contained in Part G (Findings) of this section.

G. **Findings.** In reviewing a general plan amendment application, the recommending and approving authorities shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been met:

1. The proposed amendment is internally consistent with the General Plan;

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;

3. The proposed amendment will maintain the appropriate balance of land uses within the City; and

4. In the case of an amendment to the General Plan Land Use Map, the subject site is physically suitable, including, but not limited to parcel size, shape, access, availability of utilities and compatibility with adjoining land uses, for the requested land use designation and anticipated development.

20.603.020 – Specific Plans and Amendments

A. **Purpose and Intent.** The purpose of these provisions is to prescribe a procedure for adopting, amending, supplementing or changing specific plans for the systematic implementation of the General Plan, whenever the public necessity, convenience, general welfare or good planning practice so requires under the authority for specific plans established in the 200 Series of this Code.

B. **Applicability.** Pursuant to Government Code Section 65450 et seq., the City Council may, by either resolution or ordinance, upon written recommendation of the Planning Commission, adopt, amend, supplement or change a specific plan.

C. **Application and Filing.** Specific plan adoption or an amendment to an adopted specific plan may be initiated by the City, or by an interested party in accordance with the provisions of Section 20.~~23.030~~6021.040 (Applications and Fees) of this Chapter and Chapter 20.401 (~~Specific Plans~~General Provisions). An application for specific plan adoption or amendment shall include text and diagrams which contain all of the provisions outlined in Government Code Section 65451 through 65452, in addition to all fees, plans, maps, reports, data, special studies and exhibits required by the City.

D. **Hearing and Notice.** All applications for a specific plan adoption or amendment, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings) of this Chapter.

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application, and provide the information necessary for action on the application, consistent with state planning and zoning law, and shall report all findings to the Planning Commission and City Council.

F. **Review and Action**.

1. The Planning Commission shall make a written recommendation on a proposed specific plan or an amendment to an adopted specific plan, whether to approve, approve in modified form or deny, based upon the findings contained in Part G (Findings) of this section. The Planning Commission's recommendation shall be transmitted to the City Council, in such manner and form as may be specified by the City Council. The Planning Commission shall make its findings and recommendations to the City Council, in writing, within 60 days following the date its decision was rendered.

2. Upon receipt of the recommendation of the Planning Commission, the City Council may, either by resolution or ordinance, approve, approve with modifications or deny a proposed specific plan or an amendment to an adopted specific plan, based upon the findings contained in Part G (Findings) of this section.….

G. **Findings.** In reviewing a specific plan application or proposed amendment, the recommending and approving authorities shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been met:

1. The proposed specific plan or specific plan amendment is internally consistent with the General Plan;

2. The proposed specific plan or specific plan amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;

3. The proposed specific plan or specific plan amendment will maintain the appropriate balance of land uses within the City; and

4. In the case of an amendment to a specific plan land use map, the subject site is physically suitable, including, but not limited to parcel size, shape, access, availability of utilities and compatibility with adjoining land uses, for the requested land use designation and anticipated development.

20.603.030 – Zone Changes and Amendments

A. **Purpose and Intent.** The purpose of these provisions is to prescribe procedures for amending, supplementing or changing this Zoning Code, or changing the zoning boundaries or zoning classification of any property within the City.

B. **Applicability.** Pursuant to Government Code Sections 65853 through 65859, the City Council may by ordinance, upon written recommendation of the Planning Commission, amend, supplement or change the Zoning Code codified in this Zoning Code, or change the zoning boundaries or classification of any property within the City, whenever the public necessity, convenience, general welfare or good zoning practice so requires.

C. **Application and Filing.** A zone change or zone ordinance amendment may be initiated by the City, or by an interested party in accordance with the provisions of Section 20.~~23.030~~601.040 (Applications and Fees) of this Chapter.

D. **Hearing and Notice.** All applications for a zone change or Zoning Code amendment, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings).

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application, and provide the information necessary for action on the application, consistent with the Zoning Code and the General Plan, and shall report all findings to the Planning Commission and City Council.

F. **Review and Action**.

1. The Planning Commission shall make a written recommendation on a proposed zone change or Zoning Code amendment, whether to approve, approve in modified form or deny application, based upon the findings contained in Part G (Findings) of this section.

2. The Planning Commission's recommendation shall be transmitted to the City Council, in such manner and form as specified by the City Council. The Planning Commission shall make its findings and recommendations to the City Council, in writing, within ~~45~~60 days following the date its decision was rendered.

3. Upon receipt of the recommendation of the Planning Commission, the City Council may, by resolution, approve, approve with modifications or deny a zone change or zone ordinance amendment, based upon the findings contained in Part G (Findings) of this section.

4. The Director of ~~Community~~ Development Services shall be able to make minor changes to the Zoning ~~Title 20 of the Chino Municipal~~ Code for the purpose of correcting typographical errors, including syntax, punctuation, spelling, and grammar.

G. **Findings.** In reviewing a zone change or zone ordinance amendment application, the recommending and approving authorities shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been met:

1. The proposed zone change or Zoning Code amendment is consistent with the goals and policies of the General Plan;
2. The proposed zone change or Zoning Code amendment is reasonable and beneficial, and in the interest of good zoning practice;
3. The proposed zone change or Zoning Code amendment will not have a significant adverse impact on the environment;
4. In the case of a zone change to specific property, the change will not adversely affect the harmonious relationship with adjacent parcels and land uses; and
5. In the case of a zone change to specific property, the subject site is physically suitable, including, but not limited to parcel size, shape, access, availability of utilities and compatibility with adjoining land uses, for the requested zoning designation and anticipated development.

H. **Urgency Measure; Interim Zoning Code.** When there is a current and immediate threat to the public health, safety and general welfare, the City Council may adopt as an urgency measure, an interim ordinance prohibiting any use which may be in conflict with a contemplated general plan, specific plan or zoning proposal which the City Council or Planning Commission is considering or studying, or intends to study within a reasonable time period. Adoption of an urgency measure shall require 4/5 vote of the City Council and shall be made pursuant to the provisions of Government Code Section 65858.

I. **Prezoning of Unincorporated Territory to be Annexed**.

1. Pursuant to the provisions of Government Code Section 65859, as amended, the City Council may prezone unincorporated territory adjoining the City for the purpose of determining the zoning that will apply to such property in the event that it is annexed to the City.
2. Prezoning shall be accomplished in the same manner as a zone change. Such zoning shall become effective at the same time that the annexation of a property becomes effective.
3. At the time of public hearing before the City Council for a proposed annexation, the City Council shall determine in which zoning classification such property shall be placed, subject to the right of the owner(s) of any land previously zoned or restricted exclusively for agricultural purposes, to withdraw their land from the proposed annexation, pursuant to the provisions of Government Code Section 35009.
4. When any area prezoned in accordance with the provisions of this section are subsequently annexed to the City, it shall be classified immediately in accordance with its prezoning classification. The "Official Zoning Map" shall thereupon be amended to indicate the zoning classification of such annexed areas without additional procedure.

20.603.040 – Development Agreements

A. **Purpose and Intent.** The purpose of these provisions is to prescribe procedures for the consideration of development agreements by and between the City and persons having a legal or equitable interest in a property proposed to be the subject of an agreement. It is intended that the provisions of this section shall be fully consistent and compliant with the provisions of Government Code Section 65864 et seq. and shall be so construed.

B. **Applicability.**

1. Any person having legal or equitable interest in property within the corporate boundary of the City may request to enter into a development agreement with the City for the development of property. A development agreement also may be required for certain land uses in some or all zoning districts where they are allowed, as specified in the land use regulations in the 200 Series. These include but are not limited to the following uses; Auto Sales, Battery Energy Storage Facilities, Data Centers, Truck/Trailer Storage, Industrial/Manufacturing Buildings Larger than 500,000 sq. ft., Public Storage, Digital Freeway Billboards and Development in the Employment Mixed Use (EMU), For uses not listed in Series 200, a development agreement may be requested, subject to full approval.

2. Any person having legal or equitable interest in property within unincorporated territory within the City's sphere of influence may request to enter into a development agreement with the City for the development of property. However, the agreement shall not become operative unless annexation proceedings annexing the property to the City are completed within a time period specified by the agreement. If the annexation is not completed within the specified time period, the agreement, or any extension of the agreement, is null and void.

3. Unless amended or cancelled pursuant to the provisions of this section, a development agreement shall be enforceable by any party thereto, notwithstanding any change in any applicable general or specific plan, or zoning, subdivision or building regulation adopted by the City, which alters or amends the rules, regulations or policies specified in paragraph 4 of this Part.

4. Unless otherwise provided by the development agreement, rules, regulations and official policies governing permitted land uses, density, design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations and policies applicable to the property as set forth herein, nor shall a development agreement prevent the City from denying or conditionally approving and subsequent development project application on the basis of such existing or new rules, regulations and policies.

C. **Agreement Contents**.

1. A development agreement entered into pursuant to the provisions of this section shall, at a minimum, provide the following information:

a. Duration of the agreement;

b. The permitted use(s) of the property;

c. The density or intensity of use;

d. The maximum height and size of proposed buildings; and

e. Provisions for reservation or dedication of land for public purposes.

2. In addition to all required information, the development agreement may:

a. Include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the use(s) and to the density or intensity of development set forth in the agreement;

b. Provide that construction shall be commenced within a specified time period and that the project, or any phase thereof, be completed within a specified time;

c. Include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time; and

d. Include any other such terms, conditions and requirements as deemed necessary and proper by the City Council, including, but not limited to, a requirement for assuring to the satisfaction of the City, performance of all provisions of the development agreement in a timely fashion by the agreement holder.

D. **Hearing and Notice.** All applications for a development agreement, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings).

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application, and provide the information necessary for action on the application, consistent with the Zoning Code and the General Plan, and shall report all findings to the ~~Planning Commission and~~ City Council.

F. **Review and Action**.

~~1. The Planning Commission shall make a written determination on the consistency of the proposed development agreement with the City's General Plan, based upon the findings contained in Part G (Findings) of this Section.~~

~~2. The Planning Commission's General Plan consistency determination shall be transmitted to the City Council, in such manner and form as specified by the City Council. The Planning Commission shall transmit its findings and determination to the City Council, in writing, within 60 days following the date its decision was rendered.~~

~~3.~~1. Upon receipt of the recommendation of the ~~Planning Commission~~Director of Development Services, the City Council may approve, approve with modifications or deny a development agreement application, based upon the findings contained in Part G (Findings) of this section.

~~4.~~2. Should the City Council take action on a development agreement application to approve or approve with modifications, it shall, as part of its action, direct the City Attorney to prepare a development agreement embodying the terms and conditions as approved, as well as adopt a resolution authorizing execution of the development agreement by the City Manager.

~~5.~~3. Not later than 10 days following execution of a development agreement by the City, the City Clerk shall record a copy of the agreement County recorder. From and after the time of such recordation, the agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the state. The burdens of the agreement shall be binding upon, and the benefits of the agreement shall insure to, all successors in interest to the parties to the agreement.

G. **Findings.** In reviewing a development agreement, the recommending and approving authorities shall consider and clearly establish that the provisions of the agreement are consistent with the General Plan and any applicable specific plans, giving specific reasons as to how the finding has been met.

H. **Amendments.** A development agreement may be amended, or cancelled in whole or in part, by mutual consent of the parties to the agreement, or their successors in interest. Any action to amend or cancel any portion of the agreement shall be carried out pursuant to the procedures specified in Parts D through G of this section.

I. **Existing Agreements on Newly Annexed Property**.

1. Any development agreement between the County of San Bernardino and any person having legal or equitable interest in property, or successor in interest, prior to the effective date of annexation of the property to the City, shall remain valid for the duration of the agreement, or ~~8~~eight years from the effective date of annexation, whichever is earlier, except as follows:

   a. The application for a development agreement is submitted to the County prior to the date that the first signature was affixed to the petition for annexation pursuant to Government Code Section 56704, or the adoption of the resolution pursuant to Government Code Section 56800, whichever occurs first.

   b. The County enters into a development agreement with an applicant prior to the date of the election on the question of annexation, or, in the case of an annexation without an election pursuant to Government Code Section 57075, prior to the date that the conducting authority orders the annexation.

   c. The annexation proposal is initiated by the City. If the annexation proposal is initiated by a petitioner other than the City, the development agreement is valid unless the City adopts written findings that implementation of the development agreement would create a condition injurious to the health, safety or welfare of its residents.

   d. The property subject to a development agreement is incorporated and the effective date of the incorporation is prior to January 1, 1987.

2. The holder of a development agreement and the City may agree that the development agreement shall remain valid for more than ~~8~~eight years, provided such period does not exceed 15 years from the effective date of annexation.

3. The holder of a development agreement and the City shall have the same rights and responsibilities with respect to each other as if the property had remained in the unincorporated territory of the County.

4. The City may modify or suspend the provisions of a development agreement if the City determines that the failure of the City to do so would place residents of the property subject to the development agreement, or the residents of the City, or both, in a condition dangerous to their health and/or safety.

J. **Periodic Review**.

1. Every development agreement approved and executed pursuant to this section shall be annually reviewed during the term of the agreement, following the date of its execution. The purpose of a review conducted pursuant to this Part shall be to determine whether the holder of the development agreement has complied in good faith with the terms of the development agreement. The burden shall be placed on the holder of the development agreement to demonstrate such compliance to the full satisfaction of, and in a manner prescribed by, the City.

2. If, as a result of periodic review pursuant to these provisions, the City Council finds and determines, on the basis of substantial evidence, that the holder of the development agreement has not complied in good faith with the terms or conditions of the development agreement, the City Council may amend or terminate the agreement in accordance with the procedures specified by Part H (Amendments) of this section.

20.603.050 – ~~Special~~ Conditional Use Permits

A. **Purpose and Intent.** The purpose of the ~~special~~ conditional use permit procedure is to assure that a degree of compatibility is maintained with respect to particular uses on a particular site, in consideration of other existing and potential uses within the general area in which such use is proposed to be located, ~~and~~ to recognize and compensate for variations and degrees of technological processes and equipment as related to the factors of noise, smoke, dust, fumes, vibration, odors, and hazards, and to ensure that the objective design and development standards of this Zoning Code~~Title~~ are met.

B. **Applicability**.

1. ~~Special~~ Conditional use permit approval shall be required for those conditionally permitted uses identified in ~~Part 2~~ Series 200 (~~Zoning~~ Base Districts) or Series 300 (Overlay Districts) of this Zoning Code.

2. All conditions or requirements authorized by this section are enforceable to the same manner and to the same extent as any other applicable requirement of this Zoning Code.

C. **Application and Filing.**

1. An application for a ~~special~~ conditional use permit may be initiated by the City or by an interested party in accordance with the provisions of Section 20.~~23.130~~6012~~2~~.040 (Applications and Fees) of this Chapter.

2. Not later than 30 days after receiving an application for a ~~special~~ conditional use permit, the Director of ~~Community~~ Development Services shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be automatically deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period shall begin.

D. **Hearing and Notice.** All applications for a ~~special~~ conditional use permit, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23.140~~602.050 (Public Notices and Hearings).

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application, and provide the information necessary for action on the application, consistent with this Zoning Code and the General Plan, and shall report all findings to the Planning Commission.

F. **Review and Action**.

1. An application for a ~~special~~ conditional use permit shall be reviewed by the Planning Commission, whom shall then approve, conditionally approve, or deny such permit. The decision of the Planning Commission shall be final and conclusive in the absence of a timely filed appeal to the City Council.

2. In granting a ~~special~~ conditional use permit, the Planning Commission may attach reasonable requirements, in addition to those required by this Zoning Code, which will ensure that the use, at its proposed location:

   a. Will not endanger the public health, safety or general welfare;

   b. Will not injure the value of adjoining or abutting property;

   c. Will not result in any significant environmental impacts;

   d. Will be in harmony with the area in which it is located; ~~and~~

   e. Will conform to the objective design and development standards of this Zoning Code~~Title~~; and

   f. Will be in conformity with the General Plan and/or applicable specific plan(s).

3. A ~~special~~ conditional use permit application for which an environmental impact report is prepared pursuant to the provisions of Public Resources Code Sections 21100 and 21151, shall be acted upon within one year following the date the application was accepted as complete pursuant to the provisions of subsection C (Application and Filing) of this section. If a negative declaration is to be adopted or the project is exempt from the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code, the project shall be acted upon within 180 days following the date the application was accepted as complete pursuant to the provisions of subsection C.2 of this section.

G. **Findings**.

1. The proposed use is consistent with the goals and policies of the City's adopted General Plan and/or applicable specific plan(s);
2. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of use proposed;
3. The subject site relates to streets and highways properly designed, both as to width and type of pavement to carry the type and quantity of traffic generated by the proposed use;
4. The proposed use is compatible with those on abutting properties and in the surrounding neighborhood;
5. The proposed location, size, and operating characteristics of the proposed use will not be detrimental to the public interest, health, safety or general welfare;
6. The proposed use will not have a significant adverse impact on the environment; and
7. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed use.~~...~~

H. **Expiration.**

1. Application approval for a conditional use permit shall expire ~~one~~ two years from the date of approval if the approved use has not commenced**.**
2. The expiration date ~~for application approval~~ may be extended upon written request by the applicant to the Director of ~~Community~~ Development Services on a City application form.
3. Upon receipt of a time extension request, the Director of ~~Community~~ Development Services shall review the project and determine whether new or revised conditions of approval should be imposed. If the imposition of new or revised conditions of approval are warranted, the Director of ~~Community~~ Development Services shall forward the time extension request to the Planning Commission, who~~m~~ shall then approve, approve with new or revised conditions, or deny the time extension request.
4. If the Director of ~~Community~~ Development Services determines that no new or revised conditions of approval are warranted, the Director may extend the expiration date for a one year period. ~~, a maximum of 3~~three ~~times.~~ The Planning Commission shall review any subsequent time extension requests beyond the ~~3~~ one-year time period~~s~~ for a maximum of two one year time extensions~~.~~
5. Should the use for which ~~special~~ conditional use permit approval is granted cease to exist or is suspended for 180 or more consecutive days, such ~~special~~ conditional use permit shall be deemed null and void.

I. **Performance Guarantee.** The Planning Commission may require a project proponent provide a performance security to ensure the faithful performance of any or all conditions of approval.

20.603.060 – Temporary Use Permits

A. **Purpose**. This Chapter establishes a process for review and approval of certain uses that are intended to be of limited duration of time and will not permanently alter the character or physical facilities of the site where they occur, nor prevent development of future uses as envisioned by the General Plan or any applicable specific plan.

B. **Applicability.** A Temporary Use Permit is required for temporary uses that are not otherwise permitted in the base zoning district regulations but meet the standards of this Chapter and for temporary uses identified in base district regulations or regulations for specific uses in the 500 Series. Parades and special events are governed by Chapter 10.64, and special event vendor permits are authorized by Section 5.04.540, and Temporary Use Permits are not required for these activities.

C. **Common Procedures.** An application for a Temporary Use Permit must be filed and processed in compliance with procedures in Chapter 20.602. An application must be submitted at least ~~3~~60 days before the use is intended to begin. The application must include the written consent of the owner of the property or the agent of the owner.

D. **Decision-Maker.** The Director of Development Services may approve, approve with conditions, or deny applications for temporary uses, other than for special events, without a public hearing.

E. **Temporary Uses: Twenty-Four Hour Limit.** Within a nonresidential zone, a temporary use may be authorized for a period not to exceed 24 hours per event once a month for up to 12 events per year per site for any of the following uses:

1. A performance, exhibition, dance, celebration or festival requiring a liquor license, entertainment police permit, and/or other City permit when sponsored by an organized group of residents and/or business operators in the neighborhood; or
2. A performance, dance, or party requiring a liquor license, entertainment, and/or other City permit, an art exhibit, or other similar exhibition in each case if sponsored by a residential or commercial tenant or group of tenants or owner-occupants of the property or structure in which the temporary use is authorized.

When multiple events are proposed within the allowable annual time limit and City permits are to be issued to a particular applicant and premises, only one permit need be granted per annual time period.

F. **Temporary Uses: 60 Day Limit**. The following uses may be authorized in a nonresidential zone for a period not to exceed 60 days:

1. Exhibition, celebration, festival, circus, or neighborhood carnival;
2. Booth for charitable, patriotic, or welfare purposes;
3. Open air sale of agriculturally-produced seasonal decorations including, but not necessarily limited to, holiday or evergreen trees and Halloween pumpkins;
4. Outdoor sales in a parking lot; and
5. Parking that is accessory to any temporary use listed above.

G. **Temporary Uses: One to Five Year Limit.** Temporary uses authorized pursuant to this section may not exceed an initial approval period of up to five years. Extensions of this approval period may be authorized by the Director of Development Services in increments of up to five-year periods if the authorized use is consistent with the General Plan and applicable specific plans. More specifically, the following uses may be authorized in a nonresidential zone as temporary uses, subject to securing a building permit, if required:

1. -Farmers' markets;
2. Temporary structures and uses incidental to the construction of a building or a group of buildings, including but not limited to construction staging of materials and equipment;
3. Rental or sales office incidental to a new development, provided that it is located in the development project or in an adjacent temporary structure;
4. Structures and uses incidental to environmental cleanup and staging; and
5. Parking that is accessory to any temporary use listed above.

H. **Other Temporary Uses in Industrial Zoning Districts**. Any other use that is not listed above but is permitted in an industrial zoning district may be permitted as a temporary use for a time period to be determined by the Director of Development Services not to exceed five years, upon the determination by the Director of Development Services that authorizing the temporary use will not have a significant adverse effect on the overall timing and phasing of future development under the General Plan and any applicable specific plan. Periodic review will be required to ensure conditions of approval are met.

I. **Required Findings**. The Director of Development Services may approve an application for a Temporary Use only upon making both of the following findings:

1. The proposed use will not unreasonably affect adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the City; and
2. The proposed use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed temporary use and will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing or proposed parking areas on the site of the temporary use.

J. **Conditions of Approval.** The Director of Development Services may impose reasonable conditions deemed necessary to ensure compliance with the required findings for a Temporary Use Permit listed above, including, but not limited to: regulation of ingress and egress and traffic circulation; fire protection and access for fire vehicles; regulation of lighting; regulation of hours and/or other characteristics of operation; and removal of all trash, debris, signs, sign supports, and temporary structures and electrical service. The Director of Development Services may require reasonable guarantees and evidence that such conditions are being, or will be, complied with.

K. **Effective Date.** A Temporary Use Permit becomes effective on the date the permit is approved by the Director of Development Services.

L. **Appeals.** Any party aggrieved by the decision of the Director of Development Services to approve, approve with conditions, or deny a permit for a temporary use or structure may appeal the decision to the Planning Commission if the permit period is more than 10 days or to the City Manager for a permit period of 10 days or less. In the latter case, the City Manager shall act on the appeal within 48 hours of receipt unless an extension of time is mutually agreed.

M. **Expiration, Extensions, and Modifications.** Temporary Use Permits are effective and may only be extended or modified as provided for in Chapter 20.6021 (**Error! Reference source not found.**).

20.603.070 – Site Approvals

A. **Purpose and Intent.** The purpose of the site approval procedure is to provide a process whereby the integrity and character of the physical fabric of the residential, commercial, industrial, and agricultural areas of the City will be protected in a manner consistent with the goals and policies of the City's General Plan. This is assured through the review of development plans for the suitability of:

1. Location of buildings;
2. Off-street parking and loading facilities;
3. Dedication of streets and alleys;
4. Entrances and exits to the site;
5. Location of walls and landscaping;
6. Drainage and off-site improvements as recommended by the City Engineer;
7. Compliance with objective design standards~~Compatibility with the surrounding area~~;
8. Exterior building materials and colors;
9. Quality of proposed construction; and
10. Any conditions affecting the public health, safety and general welfare.

B. **Applicability**.

1. Site approval shall be required for the physical alteration of a lot or parcel, the construction of a new building, or the addition to or alteration of an existing building, except that site approval shall not be required for:

   a. The development of buildings or structures reviewed and approved pursuant to the provisions of Section 20.603.100 (Administrative Approval) or buildings that are permitted by right or ministerially approved unless ~~specifically~~specifically required by this Code;

   b. Changes in tenancy of an existing building, structure or land where that change does not involve the issuance of a ~~special~~ conditional use permit, or the alteration of either the site or the existing building; and

c. Tenant improvements wholly within an existing building.; and

d. Single family dwellings, accessory dwelling units, junior accessory dwelling units, caretaker units, and agricultural buildings in agricultural zones.

2. All conditions or requirements authorized by this section are enforceable to the same manner and to the same extent as any other applicable requirement of this Zoning Code.

C. **Application and Filing**.

1. An application for site approval may be initiated by the City or by an interested party in accordance with the provisions of Section 20.601.040~~23.030~~ (Applications and Fees) of this chapter.

2. Not later than 30 days after receiving an application for site approval, the Director of ~~Community~~ Development Services shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period shall begin.

D. **Hearing and Notice.** All applications for site approval and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.602.050~~23.140~~ (Public Notices and Hearings).

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application and provide the information necessary for action on the application, consistent with this Zoning Code and the General Plan, and shall report all findings to the Planning Commission.

F. **Review and Action**.

1. An application for site approval shall be reviewed by the Planning Commission, who~~m~~ shall then approve, conditionally approve, or deny such permit. The decision of the Planning Commission shall be final and conclusive in the absence of a timely filed appeal to the City Council.

2. In granting an application for site approval, the Planning Commission may attach reasonable requirements (conditions), in addition to those required by this Zoning Code, which will ensure that the use, in its proposed location:

a. Will not endanger the public health, safety or general welfare;

b. Will not injure the value of adjoining or abutting property;

c. Will not result in any significant environmental impacts;

d. Will be in harmony with the area in which it is located; and

e. Will conform to the objective design and development standards of this Code; and

f. Will be in conformity with the General Plan and/or applicable specific plan(s).

3. A site approval application for which an environmental impact report is prepared pursuant to the provisions of Sections 21100 and 21151 of the Public Resources Code, shall be acted upon within one year following the date the application was accepted as complete pursuant to the provisions of subsection C (Application and Filing) of this section. If a negative declaration is to be adopted or the project is exempt from the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code, the project shall be acted upon within 180 days following the date the application was accepted as complete pursuant to the provisions of subsection C.2 of this section.

4. A site approval application for large farm employee housing shall be reviewed and approved within the time limits established in Section 17021.8 of the California Health and Safety Code.

G. **Findings.** In reviewing a site approval application, the approving authority shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been met:

1. The proposed project is consistent with the goals and policies of the ~~City's adopted~~ General Plan and/or applicable specific plan(s);

2. The proposed project is permitted within the zoning district in which it is proposed and complies with all applicable provisions of ~~the City's~~ this Zoning Code;

3. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of development proposed, including objective development standards;

4. The subject site relates to streets and highways properly designed, both as to width and type of pavement to carry the type and quantity of traffic generated by the proposed project;

5. The proposed project is compatible with those on abutting properties and in the surrounding neighborhood;

6. The proposed location, size, and operating characteristics of the proposed project will not be detrimental to the public interest, health, safety or general welfare;

7. The proposed project will not have a significant adverse impact on the environment; and

8. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project.

H. **Expiration.**

1. ~~Application~~ A site approval shall expire ~~one~~two-years from the date of approval, unless building permits have been issued.

2. The expiration date for ~~application~~ site approval may be extended upon written request by the applicant to the Director of ~~Community~~ Development Services on a City application form. Such a request shall be made at least 30 days prior to the project expiration date.

~~3.~~ Upon receipt of a time extension request, the Director of ~~Community~~ Development Services shall review the project and determine whether new or revised conditions of approval should be

imposed. If the imposition of new or revised conditions of approval are warranted, the Director of ~~Community~~ Development Services shall forward the time extension request to the Planning Commission, whom shall then approve, approve with revised conditions, or deny the time extension request. If the Director of ~~Community~~ Development Services determines that no new or revised conditions of approval are necessary, the Director may extend the expiration date for a one-year period. ~~, a maximum of 3~~three ~~times.~~ ~~The Planning Commission shall review a time extension request that exceeds the 3~~ The Planning Commission shall review any subsequent time extension requests beyond the one-year time period for a maximum of two one year time extensions. ~~one-year time periods.~~

I. **Performance Guarantee.** The Planning Commission may require a project proponent provide a performance security to ensure the faithful performance of any or all conditions of approval.

20.603.080 – Variances

A. **Minor Variance**.

1. ***Purpose and Intent.*** The purpose of the minor variance procedure is to provide a method whereby minor departures from the strict application of the design and development standards contained in this Zoning Code is permitted, when the strict application of such would deprive a property a development right possessed by other property in the same zone and vicinity.

2. ***Applicability.***

a. When the strict and literal interpretation, and enforcement of this Zoning Code would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Zoning Code, the Director of ~~Community~~ Development Services shall have the authority to grant a minor variance from the provisions of this Zoning Code, provided that the addition will not result in a deviation of more than 25 percent from a measurable standard. In no case, however, shall a minor variance be granted which authorizes a use, activity or property right that is not expressly permitted by this Zoning Code.

b. All conditions or requirements authorized by this Section are enforceable to the same manner and to the same extent as any other applicable requirement of this Zoning Code.

c. A minor variance shall not be required when a right-of-way dedication required by the City creates a non-conformity with a development standard required by this Zoning Code, and where the non-conformity is not created by a proposed modification to the site.

3. ***Application and Filing.***

a. An application for a minor variance may be initiated by the City or by an interested party in accordance with the provisions of Section 20.601.040~~23.030~~ (Applications and Fees) of this chapter.

b. Not later than 30 days after receiving an application for a minor variance, the Director of ~~Community~~ Development Services shall determine, in writing, whether the application is

complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period shall begin.

4. ***Hearing and Notice.*** All applications for a variance and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.602.050~~23.140~~ (Public Notices and Hearings).

5. ***Review and Action.***

   a. An application for a minor variance shall be reviewed by the Director of ~~Community~~ Development Services, whom shall then approve, conditionally approve or deny such ~~permit~~ variance. The decision of the Director of ~~Community~~ Development Services shall be final and conclusive in the absence of a timely filed appeal to the Planning Commission.

   b. In granting an application for a minor variance, the Director of ~~Community~~ Development Services may attach reasonable requirements, in addition to those required by this Zoning Code, to ensure that the minor variance:

      i. Will not endanger the public health, safety or general welfare;

      ii. Will not injure the value of adjoining or abutting property;

      iii. Will not result in any significant environmental impacts;

      iv. Will be in harmony with the area in which it is located; and

      v. Will conform to the objective design and development standards of this Title; and

      vi. Will be in conformity with the General Plan and/or applicable specific plan(s).

6. ***Findings.*** In reviewing a minor variance request, the approving authority shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been meet:

   a. There are specific circumstances applicable to the property, including size, shape, topography, location or surroundings, when the strict application of this Zoning Code would deprive such property of privileges by other property in the vicinity and under identical zoning classification;

   b. The granting of such a variance will not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and zone in which the property is situated;

   c. The granting of such a variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, possessed by other property in the same zone or vicinity;

d. The granting of such a variance will not be materially detrimental to the public welfare, or injurious to the property or improvements in the zone or district in which the property is located; and

e. The granting of such a variance will not be inconsistent with or adversely affect implementation of the General Plan or applicable specific plan(s).

7. ***Expiration.***

a. ~~Application~~ Approval of a minor variance shall expire ~~one~~two-years from the date of approval, unless building permits have been issued.

b. The expiration date for ~~application~~ approval of a minor variance may be extended one ~~or~~ ~~two~~ years~~s~~ upon written request by the applicant to the Director of ~~Community~~ Development Services on a City application form. Such a request shall be made at least 30 days prior to the project expiration date.

8. ***Performance Guarantee.*** The Director of ~~Community~~ Development Services may require a project proponent provide a performance security to ensure the faithful performance of any or all conditions of approval.

B. **Major Variance**.

1. ***Purpose and Intent.*** The purpose of the major variance procedure is to provide a method whereby departures from the strict application of the design and development standards contained in this Zoning Code is permitted, when the strict application of such would deprive a property a development right possessed by other property in the same zone and vicinity.

2. ***Applicability.***

a. When the strict and literal interpretation, and enforcement of this Zoning Code would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Zoning Code, the Planning Commission shall have the authority to grant a major variance from the provisions of this Zoning Code, if the addition will result in a deviation of more than 25 percent from a measurable standard. In no case, however, shall a variance be granted which authorizes a use, activity or property right that is not expressly permitted by this Zoning Code.

b. All conditions or requirements authorized by this Section are enforceable to the same manner and to the same extent as any other applicable requirement of this Zoning Code.

c. A ~~Variance~~ major variance shall not be required when a right-of-way dedication required by the City creates a non-conformity with a development standard required by this Zoning Code, and where the non-conformity is not created by a proposed modification to the site.

3. ***Application and Filing.***

a. An application for a major variance may be initiated by the City or by an interested party in accordance with the provisions of Section 20.601.040~~23.030~~ (Applications and Fees) of this chapter.

b. Not later than 30 days after receiving an application for a major variance, the Director of ~~Community~~ Development Services shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period shall begin.

4. ***Hearing and Notice.*** All applications for a major variance and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.602.050~~23.140~~ (Public Notices and Hearings)

5. ***Investigation.*** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application for a major variance and provide the information necessary for action on the application, consistent with this Zoning Code and the General Plan, and shall report all findings to the Planning Commission.

6. ***Review and Action.***

a. An application for a major variance shall be reviewed by the Planning Commission, whom shall then approve, conditionally approve, or deny such ~~permit~~ variance. The decision of the Planning Commission shall be final and conclusive in the absence of a timely filed appeal to the City Council.

b. In granting an application for a major variance, the Planning Commission may attach reasonable requirements, in addition to those required by this Zoning Code, as will ensure that the use, in its proposed location:

i. Will not endanger the public health, safety or general welfare;

ii. Will not injure the value of adjoining or abutting property;

iii. Will not result in any significant environmental impacts;

iv. Will be in harmony with the area in which it is located; and

v. Will conform to the objective design and development standards of this Title; and

vi. Will be in conformity with the General Plan and/or applicable specific plan(s).

c. A major variance application shall be acted upon within 6 months following the date the application was accepted as complete pursuant to the provisions of subsection B.3 of this section.

7. ***Findings.*** In reviewing a variance request, the approving authority shall consider and clearly establish the following findings of fact, giving specific reasons as to how each of the findings has been meet:

a. There are specific circumstances applicable to the property, including size, shape, topography, location or surroundings, when the strict application of this Zoning Code would deprive such property of privileges by other property in the vicinity and under identical zoning classification;

b. The granting of such a variance will not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and zone in which the property is situated;

c. The granting of such a variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, possessed by other property in the same zone or vicinity;

d. The granting of such a variance will not be materially detrimental to the public welfare, or injurious to the property or improvements in the zone or district in which the property is located; and

e. The granting of such a variance will not be inconsistent with or adversely affect implementation of ~~will not adversely affect~~ the General Plan or applicable specific plan(s).

8. ***Expiration.***

a. A~~pplication a~~pproval of a major variance shall expire ~~one~~two ~~-~~year~~s~~ from the date of approval, unless building permits have been issued.

b. The expiration date for ~~application~~ approval of a major variance may be extended upon written request by the applicant to the Director of ~~Community~~ Development Services on a City application form. Such a request shall be made at least 30 days prior to the project expiration date.

9. Upon receipt of a time extension request, the Director of Community Development Services shall review the project and determine whether new or revised conditions of approval should be imposed. ~~-~~If the imposition of new or revised conditions of approval are warranted, the Director of Community Development Services shall forward the time extension request to the Planning Commission, whom shall then approve, approve with revised conditions, or deny the time extension request. If the Director of Community Development Services determines that no new or revised conditions of approval are necessary, the Director may extend the expiration date for a one-year period.~~, a maximum of three3 times.~~ The Planning Commission shall review any subsequent time extension requests beyond the one-year time period for a maximum of two one~~-~~-year time extensions.

~~a. The Planning Commission shall review a time extension request that exceeds the 3-year, 1-year time periods.~~

10. **Performance Guarantee.** The Planning Commission may require a project proponent to provide a performance security to ensure the faithful performance of any and all conditions of approval.

20.603.090 – Zoning Clearance

A. **Purpose and Intent.** A Zoning Clearance is an administrative review procedure for a ministerial approval whereby the City's action or decision is limited to only the use or reliance upon ~~fixed~~ objective design and development standards, including dimensional requirements and/or objective

measurements, rather than being based upon policy determinations and the discretionary exercising of judgment by the approving authority in deciding whether or how the project should be carried out. The purpose of the Zoning Clearance is to ensure that a proposed project complies with the permitted list of activities allowed within the applicable zoning district and that all regulations and objective design and development standards applicable to the type of use or development project proposed, have been met.

B. **Applicability**.

1. Within residential zones, a Zoning Clearance is required for the following:

   a. Construction of or alterations to non-habitable structures accessory to residential dwellings, including garages~~, when such structures are 600 square feet or less in area.~~.

   b. Single-story and second story additions to existing single family or duplex dwelling units.

   c. Alterations to existing multiple family dwellings and developments, provided that the addition will not result in an increase in density.

   d. Affordable housing projects that qualify for ministerial review unless Planning Commission oversight is required.

   e. Alterations to existing parking facilities accessory to any building or structure.

   f. Alterations to existing landscaping as required by Chapter 20.508-(Landscaping~~) Applicability~~) of this Zoning Code.

   g. Construction or alterations to walls and fences

   h. Construction or alterations to patios, patio covers and patio enclosures

   i. Alterations to on-site exterior lighting

   j. Alterations to existing single-family or duplex dwelling units.

   ~~k. The installation of solar panels on multi-family residential homes.~~

   ~~l~~k. The keeping of chickens in the RD 4.5 zones, consistent with the standards in Chapter ~~Section~~ 20.514.050-(Animal Keeping).

2. Within commercial and mixed use zones, a Zoning Clearance is required for the following:

   a. Affordable housing projects that qualify for ministerial review unless Planning Commission oversight is ~~requried~~required.

   b. Approval of or alterations to landscaping as required by Chapter 20.5078~~1.030~~ (Landscaping) of this Zoning Code.

   c. Construction of or alteration to walls and fences.

   d. Construction of patios, patio covers and patio enclosures

   e. Changes to exterior building color.

   f. Installation of or alteration to on-site exterior lighting.

g. Alterations and/or additions to any structure 600 square feet or less.

h. Construction of a building, structure, or addition totaling between 600 and 3,000 square feet in area, provided that all public services and facilities are available and that the development will not result in any adverse environmental impacts.

i. Construction of parking lots accessory to any building or structure.

~~h. Roof-mounted solar panels.~~

3. Within industrial zones, a Zoning Clearance is required for the following:

a. Approval of or alterations to landscaping as required by Chapter 20.508~~19.020~~ (Landscaping) of this Zoning Code.

b. Construction of or alteration to walls and fences.

c. Establishment of or changes to exterior building color.

d. Installation of or alteration to on-site exterior lighting.

e. Alterations and/or additions to any structure 1,200 square feet or less

f. ~~Roof-mounted solar panels.~~ Construction of a building, structure, or addition totaling between 1,200 and 10,000 square feet in area provided that all public services and facilities are available and that the development will not result in any adverse environmental impacts.

g. Construction of parking facilities accessory to any building or structure.

4. Within the Agricultural Zone, OS 1 Zone, and OS 2 Zone, a zoning clearance is required for the following:

a. Small farm employee housing pursuant to Section 20.514.190 (Farm Employee Housing).

C. **Review Authority.** The Director of ~~Community~~ Development Services or the Director's designee shall process all Zoning Clearance actions. Administrative Approvals may be required for those uses requiring a Zoning Clearance if it is determined by the Director of ~~Community~~ Development Services that the use may have a potential impact to adjoining property owners.

D. **Application Submittal, Review, and Action.**

1. An application for a Zoning Clearance shall be filed using a form approved by the Director of ~~Community~~ Development Services

2. The Director of ~~Community~~ Development Services or the Director's designee shall review the form to verify compliance with all applicable standards. If the project complies with all standards, the Director of ~~Community~~ Development Services or the Director's designee shall issue the Zoning Clearance.

~~E. **Special Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units.** The Development Services Director or the director's designee shall act on an application to create an~~

~~accessory dwelling unit or a junior accessory dwelling unit as required by State law, and no zoning clearance is needed.~~

~~F. **Special Procedure For Small Farm Employee Housing.** The Director of Development Services shall confirm that the standards of Section 20.512.23021.490 and other applicable requirements of this Title are met and act on an application to create small farm employee housing within 90 days from the date the City receives a completed application.~~

~~G.~~E. **Public Notice and Hearing.** No public notice or hearing is required for a Zoning Clearance.

20.603.100 – Administrative Approval

A. **Purpose and Intent.** Administrative approval is an administrative review procedure, which allows for the review and approval of certain land uses and minor development projects where the review is routine in nature, but by nature of the project, may require limited interpretation or discretion by the approving authority in determining compliance with established regulations or guidelines.

B. **Applicability**.

1. Administrative Approval is required for all land uses designated with an "A" in Tables 20.~~04~~201-1, 20.~~04~~201-2, 20.~~05~~202-1, 20.~~06~~203-1, 20.~~07~~204-1, and in 20.~~08~~205-1.

~~2. Within residential zones, Administrative Approval is also required for the following:~~

~~a. Single family or duplex development projects consisting of 4 or fewer dwelling units.~~

~~b. Construction of habitable structures accessory to residential dwellings with the exception of accessory dwelling units.~~

~~c. Construction of non-habitable structures accessory to residential dwellings, including garages, when such structures are between 600 square feet and 1,200 square feet in area, excluding patios, decks, patio covers and patio enclosures.~~

~~d. Second story additions added to existing single family or duplex dwelling units.~~

~~3.~~2. Within commercial and mixed use zones, Administrative Approval is also required for the following:

~~a. Construction of a building, structure, or addition totaling between 600 and 3,000 square feet in area, provided that all public services and facilities are available and that the development will not result in any adverse environmental impacts.~~

~~b. Construction of parking lots accessory to any building or structure.~~

~~c.~~a. The alteration of a building or structure's architectural features, including colors or modification of exterior finish materials, ~~unless they do not alter or compromise~~that are not consistent with the previously approved design theme or an objecgtive design standard, as determined by the Director of ~~Community~~ Development Services.

~~d.~~b. Addition to, or alteration of, existing parking facilities accessory to any building or structure.

~~e. Freestanding solar panels.~~

~~4.~~3. Within industrial zones, Administrative Approval is also required for the following:

~~a. Construction of a building, structure, or addition totaling between 1,200 and 10,000 square feet in area provided that all public services and facilities are available and that the development will not result in any adverse environmental impacts.~~

~~b. Construction of parking facilities accessory to any building or structure.~~

~~c.~~a. The alteration of a building or structures' architectural features, including colors or modification of exterior finish materials, ~~unless they do not alter or compromise~~that are not consistent with the previously approved design theme or an objective design standard, as determined by the Director of ~~Community~~ Development Services.

~~d.~~b. The addition to, or alteration of, existing parking facilities accessory to any building or structure.

~~e.~~c. Hangars up to 25,000 square feet constructed at the Chino Airport.

~~f. Freestanding solar panels.~~

~~5.~~4. Should the Director of ~~Community~~ Development Services determine that an administratively approved project would result in substantial opposition or controversy within the neighborhood wherein it is proposed or the community as a whole, the Director shall refer the application to the Planning Commission for review and action at a public hearing held in accordance with the provisions Section 20.~~23~~602.~~140~~050 (Public Notices and Hearings).

C. Application and Filing.

1. An administrative approval may be initiated by the City or by an interested party in accordance with the provisions of Section 20.~~23~~601.~~030~~040 (Applications and Fees) of this Chapter.

2. Not later than 30 days after receiving an application for an administrative approval, the Director of ~~Community~~ Development Services shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the project applicant. If written determination is not made within the specified 30-day time period, the application shall be automatically deemed complete for processing. Upon receipt of any resubmittal or revision to an accepted application, a new 30-day time period shall begin.

D. **Hearing and Notice.** All administrative approval applications, and all actions to amend or terminate such, shall be heard, scheduled and noticed in accordance with the provisions of Section 20.~~23~~602.~~140~~050 (Public Notices and Hearings).

E. **Investigation.** The Director of ~~Community~~ Development Services shall investigate the facts bearing on the application and compile the information necessary for action on the application, consistent with this Zoning Code and the General Plan.

F. **Review and Action**.

1. An administrative approval application shall be reviewed by the Director of ~~Community~~ Development Services, whom shall then approve, conditionally approve or deny such permit.

2. An administrative approval application shall be acted upon within ~~45~~60 days following determination that such application is complete. The decision of the Director of ~~Community~~ Development Services shall be final and conclusive in the absence of a timely filed appeal to the City Planning Commission.

G. **Findings.** In reviewing an administrative approval application, the Director of ~~Community~~ Development Services shall consider the following:

1. The proposed project is permitted within the subject zoning district and complies with all applicable provisions of the Zoning Code, including prescribed use and development standards, and design guidelines;

2. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of project being proposed;

3. The proposed project is compatible with those on abutting properties and in the surrounding neighborhood;

4. The proposed location, size and operating characteristics of the proposed project will not be detrimental to the public interest, health, safety or general welfare;

5. The proposed project would not have a significant adverse impact on the environment; and

6. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project.

H. **Expiration**.

1. Project approval shall expire two ~~one~~ years from the date of approval, unless building permits have been issued or the approved use has commenced, as applicable.

2. Should the use for which an administrative approval is granted cease to exist or is suspended for 180 or more consecutive days, such approval shall be deemed null and void.

3. The expiration date for project approval may be extended one or two years upon written request by the applicant to the Director of ~~Community~~ Development Services on a City application form. Such a request shall be made at least 30 days prior to the project expiration date.

20.603.110 – Special Procedures for Accessory Dwelling Units and Farmworkers Housing

A. **Special Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units.** The Development Services Director or the Director's designee shall act on an application to create an accessory dwelling unit or a junior accessory dwelling unit as required by State law, and no zoning clearance is needed, unless only a building permit is required for that type of accessory dwelling unit or junior accessory dwelling unit pursuant to Section 20.503.030 (Approvals Required).

B. **Special Procedure for Small Farm Employee Housing.** The Director of Development Services shall confirm that the standards of Section 20.514.190 (Farm Employee Housing) and other applicable requirements of this Title are met and act on an application to create small farm employee housing within 90 days from the date the City receives a completed application.

C. **Appeals.** The Director's decision may be appealed under Section 20.602.130.

~~20.603.110 –~~ 20.603.120 – Special Procedures for Streamlined Ministerial Approvals for Qualifying Housing Developments under Senate Bill 35/423 and Assembly Bill 2011

A. **Purpose.** The purpose of this section is to specify how the City will implement ministerial review procedures required for qualifying housing projects, including mixed-use projects, that comply with Government Code Section 65913.4 ("State Streamlined Ministerial Approval Process") pursuant to Senate Bill (SB) 35/423 or Government Code Sections 65912.100 through 65912.140 pursuant to Assembly Bill (AB) 2011 ("Affordable Housing and High Road Jobs Act of 2022"). These procedures are intended to facilitate the development of affordable housing consistent with the goals, policies, and programs of the General Plan.

B. **Definitions**. Terms defined in Government Code Section 65913.4 and Sections 65912.100 to 65912.105 shall apply to this chapter and shall control in the event of a conflict between definitions in this title and definitions in Government Code Section 65913.4.

C. **Applicability.** This section applies to housing development projects that contain~~s~~ two or more residential units, including~~,~~ projects applying for approval under Government Code Section 65913.4 or Sections 65912.100 through 65912.140, and this section replaces the City's procedures for reviewing discretionary applications, including design review regulations.

D. **Eligible Projects.** A housing development, including a mixed-use project, is eligible for streamlined ministerial review pursuant to Government Code Section 65913.4~~.~~ if it:

1. Is a multi-family housing development that contains two or more units on an infill site that is zoned for residential use or residential mixed use or has a General Plan designation that allows for residential or mixed use development;

2. Has a~~A~~t least two-thirds of the floor area in the development ~~is~~ devoted to residential uses;

3. Meets the housing affordability requirements of Government Code Section 65913.4 (a)(4) and will ensure continued affordability for 55 years for units that are rented and 45 years for units that are owned;

4. Is not located on a site with wetlands or a site that contains habitat for protected species or land that has been identified for conservation in a natural community conservation plan or habitat conservation plan adopted by the City~~-~~, San Bernardino County, or other public agency;

5. Is not located on a site with areas of special flood hazards which are established by Chapter 17.068, Floodplains, unless the development has received a no-rise certification in accord with Section 60.3(d)(3) of Title 44 or the Code of Federal Regulations and all requirements of Chapter 17.068 have been met;

6. Is not located within a delineated earthquake fault zone shown on maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission as modified by the City's building code.;

7. Is not located within a high or very high fire hazard severity zone, as determined by the California Department of Forestry and Fire Protection, unless the site has been excluded from the specified hazard zones by the City and will be subject to fire mitigation measures to protect the development.;

8. Is not on land subject to a conservation easement;

9. Is not located on a site that would require the demolition of the following types of housing:

   a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

   b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

   c. Housing that has been occupied by tenants within the past 10 years.

   d. Housing that is occupied by tenants and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

10. Is not on a site previously used for housing that was occupied by tenants that was demolished within the preceding 10 years;

11. Does not require the demolition of a historic structure that was placed on a national, state, or City of Chino historic register;

12. Does not require an exception, modification, or any other discretionary entitlement;

13. Is not otherwise disqualified by criteria in the Government Code establishing eligibility requirements for ministerial approval; ~~and~~

14. ~~All~~ Pays all construction workers employed in the execution of the development ~~will be paid~~ at least the general prevailing rate of per diem wages for the type of work and geographic area as required by the Government Code Section 65913 (a)(8); and ~~and~~

15. Complies with the City's objective zoning standards, objective subdivision standards, and objective design standards, excluding any additional density or other concessions, incentives, or waivers of standards requested under Chapter 20.512 (Residential Density Bonus).

16. For AB 2011 projects, the eligibility criteria are those stated in Government Code Sections 65912.110 through 65912.131, which are incorporated by reference.

E. **Application Requirements; Review and Approval.**

1. An applicant shall file a notice of intent to submit an application in the form of a Preliminary Application that includes all of the information required by Government Code Section 65941.1 (a completed Eligibility Checklist, a complete set of project plans and documentation for each answer to a checklist question, and Tribal Consultation application). Complete Building Permit applications for the project shall be submitted concurrently with the Preliminary Application. Planning staff shall provide templates for Preliminary Applications to applicants on request and shall be available on the City's website. The Preliminary Application shall be accompanied by the required fee as established by the City.

2. Within 180 calendar days after filing a Preliminary Application, an applicant shall submit a Formal Application for Ministerial Review, provided scoping consultation has concluded consistent with Subsection (C), below.

3. Scoping Consultation for SB 35/ SB 423 Project Applications:

    a. Upon receipt of the Preliminary Application, the City shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be notified. The Director of Development Services shall provide a formal notice of the applicant's intent to submit a formal application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code Section 65913.4(b).

    b. If within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the Director of Development Services shall commence scoping consultation within 30 days of receiving that response.

    c. The scoping consultation shall be conducted consistent with Government Code Section 65913.4(b). If, after scoping consultation is concluded, a development is not eligible for a streamlined ministerial approval, the Director of Development Services shall provide written documentation as required by Government Code Section 65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.

    d. Tribal consultation concludes either 1) upon documentation of an enforceable agreement regarding the treatment of tribal resources at the project site or 2) one or more parties to the consultation, acting in good faith and after a reasonable effort, conclude that a mutual agreement cannot be achieved.

4. If the development remains eligible to apply streamlined ministerial approval after scoping consultation, if required, has concluded, an applicant may file a Formal Application. Only the items necessary to determine compliance with the provisions contained in Government Code Section 65913.4(a) for SB 35/423 projects and Government Code Sections 65912.110 through 65912.113 and Sections 65912.120 through 65912.123, and the fair labor standards in Government Code Sections 65912.130 and 65912.131 and compliance with any applicable objective standards, shall be required.

5. The review of a Formal Application shall be done by the Director of Development Services to determine if the application complies with all of the provisions contained in this chapter, Government Code Section 65913.4(a) for SB 35/423 projects, Government Code Sections 85913.100 through 65913.140 for AB 2011 projects, and applicable objective standards, and shall occur within the following timeframes:

   a. Within 90 calendar days of Formal Application submittal for applications that include 150 or fewer housing units.

   b. Within 180 calendar days of Formal Application submittal for applications that include 151 or more housing units.

6. If the Formal Application does not demonstrate compliance with all of the provisions contained in Government Code Section 65913.4(a) and all applicable objective standards, the Director of Development Services shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard. If the application can be brought into compliance with minor changes to the proposal (e.g., changes in building dimensions that are less than 10 percent), the Director of Development Services may allow the development proponent to correct any deficiencies within the timeframes for determining project consistency specified in E(2) above. For major changes, a new application will be required.

7. The Director of Development Services is the review authority for ministerial approvals for qualifying housing developments. The Director of Development Services shall approval a Formal Application upon finding that all of the requirements of Government Code Section 65913.4 and this chapter have been met. The Director may impose reasonable conditions of approval, provided those conditions of approval are objective and broadly applicable to development within the City.

8. ***Optional: Planning Commission Design Review Public Oversight***. The Director also may submit a qualifying affordable housing development project application to the Planning Commission for review of compliance with the City's Eligibility Criteria and the City's objective design and development standards that apply to the project at the proposed location.

   a. The Planning Commission, at a noticed public meeting, shall undertake ministerial design review and public oversight as provided for in California Government Code Sections 65913.4, 65912.114, 65912.124, and other applicable State requirements for streamlined ministerial review. Planning Commission review shall include review of the Director's determination under paragraph 7, above. Furthermore, the Planning Commission's/City Council's review under this process shall be objective and strictly focused on the project's compliance with the criteria required for a streamlined project pursuant to the California Government Code Sections 65913.4 and 65912.100, and consistency with the City's objective zoning standards, objective subdivision standards, and objective design review standards established by this Title that are applicable to the project, which were adopted prior to the applications submittal to the City and are applicable to other developments within the City.

b. The Planning Commission's review and a final determination on whether an application complies with the criteria under California Government Code Sections 65913.4 and 65912.100, and the reasonable objective zoning standards, objective subdivision standards, and objective design review standards applicable to the project, must be completed in 90 days for projects with 150 or fewer units and 180 days for projects with more than 150 units, measured from the date of the application submittal.

c. The Planning Commission's ministerial review and public oversight process shall not in any way inhibit, chill, or preclude the ministerial approval of the project if it is in compliance with criteria specified in Government Code Sections 65913.4 and 65912.100, and consistent with the objective zoning standards, objective subdivision standards, and objective design review standards applicable to the project.

9. Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards. If a public improvement is necessary to implement a development subject to this chapter, and that public improvement is located on land owned by the City, the City shall process any approvals needed as required by Government Code Section 65913.4(h).

10. The Planning Commission's decision is final and not appealable.

F. **Post-Approval Modifications**.

1. An applicant or the Director of Development Services may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

2. The City shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

a. The total number of residential units or total square footage of construction changes by 20 percent or more; or

b. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid; or

c. Objective building standards contained in the California Building Code, as adopted by the City, that have come into force after the date of original application may be applied to all modifications.

3. The Director of Development Services shall determine if the modification is consistent with applicable objective standards and issue a decision on the applicant's modification request within 60 days after submittal.

4. An application found consistent with this chapter and approved shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are

affordable to households making at or below 80 percent of the area median income consistent with Government Code Section 65913.4(e).

5. At the discretion of the Director, a one-year extension may be granted consistent with Government Code Section 65913.4(e).

~~20.603.120~~ 20.603.130 – Procedures for SB 330 Applications for Housing Developments

A. **Purpose.** The purpose of this section is to specify how the City will implement streamlined review procedures and establish vested rights for qualifying housing developments, including mixed-use projects, pursuant to Senate Bill 330 (SB 330), the Housing Crisis Act of 2019.

B. **Applicability.**

1. This section applies to qualifying housing development projects as defined by California Government Code Section 65589.5(h)(2), including multi-family development, mixed use projects with at least two-thirds of the building area devoted to residential uses, and/or transitional and supportive housing.

2. This section shall remain in effect for the same time period as provisions contained in the California Government Code Section 65589.5 (Housing Accountability Act). Any provisions that are not extended by the State Legislature shall be repealed as of the date those provisions in the Housing Accountability Act are deemed null and void.

3. This section provides additional procedures that shall be followed for qualifying housing development projects. If conflicts occur between other permitting and approval procedures in this title and the procedures of this section, this section shall control.

C. **Definitions.** Terms defined in California Government Code Section 65589.5 shall apply to this Section and shall control in the event of a conflict between definitions in this title and definitions in California Government Code Section 65589.5.

D. **Application Filing**.

1. To receive the vested rights and benefit from the streamlining established for SB 330 applications, the applicant may initiate the process by filing a preliminary application consistent with Government Code Section 65941.1.

   a. A preliminary application shall be filed on the City's application form.

   b. Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.

2. An applicant may file a Formal Application for a zoning clearance, administrative approval, or site approval, whichever may be required, for a qualifying housing development without filing a preliminary application. The Full Application shall be filed on a form provided by the City of Chino accompanied by the required fee. Complete Building Permit applications for a qualifying housing project shall be submitted concurrently with the Full Application.

E. **Compliance Review.**

1. ***Scope of Review.***

a. A qualifying housing development for which a Preliminary Application was submitted shall only be subject to the ordinances, policies, and objective standards adopted and in effect when the Preliminary Application is submitted, except in the following circumstances:

i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index establishing the fee or monetary exaction.

ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with the California Environmental Quality Act.

iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in California Government Code Section 65589.5(o)(1)(D)).

v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.

b. When no Preliminary Application was submitted, a housing development shall be subject to objective standards in effect when the Full Application was deemed complete.

2. ***Review Timeframes.***

a. Formal Applications for qualifying housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.

b. Formal Applications for qualifying housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.

c. The Director of Development Services shall be the Review Authority consistent with the City of Chino's permitting procedures for the Formal Application.

3. ***Compliance Determination.***

a. In the compliance review of a Formal Application, the Review Authority shall identify the specific objective standard(s) that the project does not comply with, if any, and provide an

explanation of the reason(s) why the housing development is considered to be inconsistent or non-compliant with identified provisions, and shall provide the written determination to the applicant and to the Planning Commission. The review timeframes of paragraph (2), above, apply to the compliance review.

b. A qualifying housing development is considered in compliance with this Zoning Code, and shall not require a Zoning Map Amendment, if the housing development complies with the General Plan's objective development standards and land use designations, but the zoning for the housing development site is inconsistent with the General Plan Land Use Diagram.

c. If a qualifying housing development complies with all of the applicable objective zoning, design, and subdivision standards, the City shall not conduct more than five public hearings (including continuances), workshops, study sessions, or similar meetings after the full application is deemed complete in connection with the approval of the housing development. This limitation is established by California Government Code Section 65905.5. Meetings required by CEQA are exempt from the limit.

F. **Findings and Decision**

1. If the proposed housing development complies with applicable General Plan, specific plan, zoning, design, and subdivision standards, the Review Authority may only deny the housing development or conditionally approve the housing development at a lower density if it makes written findings supported by a preponderance of the evidence in the record that:

   a. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete;" and

   b. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.

2. If the housing development includes 20 percent of units affordable to very low or low- income households, 100 percent of units affordable or moderate- or middle-income households, or an emergency shelter, the Review Authority shall approve the housing development unless the Commission makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in California Government Code Section 65589.5(d).

3. The City shall approve or deny the housing development within the applicable time periods established in California Government Code Section 65950 and related sections.

4. ***Post-Decision Procedures.*** The City's post-decision procedures for the required permit based on the Formal Application shall be those procedures in California Government Code Section 65589.5.

20.603.140 – Replacement Housing for Housing Development Projects

A. **Purpose.** This section establishes requirements for replacement housing for housing development projects, as required by State law.

B. **Definitions**.

1. ***"Housing development project"*** shall have the same meaning as defined in paragraph (3) of subdivision (b) of Section 65905.5 of the California Government Code; however, it shall not include a housing development project located within a very high fire hazard severity zone.

2. ***"Protected units"*** has the same meaning as set forth in California Government Code Section 66300(d)(2).

3. ***"Very high fire severity zone"*** has the same meaning as provided in California Government Code Section 51177.

C. **Applicability**. This section shall apply only to housing development projects that on or after the effective date of the ordinance codified in this title submit a complete application to the Development Services Department or a complete set of building plans for plan check and permit to the Building Division, along with any associated submittal fee.

D. **Replacement Obligations.**

1. The City shall not approve a zoning clearance or other permit or entitlement, or issue a building permit, for a housing development project that will require the demolition of one or more residential dwelling units unless the project will create on-site or off-site at least as many residential dwelling units as will be demolished.

2. The City shall not approve a zoning clearance or other permit or entitlement, or issue a building permit, for a housing development project that will require the demolition of occupied or vacant protected units, unless the housing development project meets all of the requirements of California Government Code Section 66300(d)(2).

3. Any protected units replaced pursuant to this section shall be deemed to be an affordable housing unit in determining whether the housing development project satisfies the affordable housing requirements of the AHO and MUO overlay districts.

4. This replacement obligation does not apply to demotion of an existing short-term rental unit that is rented for a period of fewer than 30 days.

E. **Exemptions.** This section shall not apply to a project that meets all of the following conditions:

1. The project is an industrial use;

2. The project site is entirely within a zone that does not allow residential uses;

3. The zoning applicable to the project site that does not allow residential uses was adopted prior to January 1, 2022; and

4. -The protected units that are or were on the project site are or were nonconforming uses.

F. **Occupant Protections.** Any existing occupants on the project site will be allowed to occupy their units until six months before the start of construction activities. The project proponent shall provide existing occupants with written notice of the planned demolition, the date they must vacate, and their rights under this section. Notice shall be provided at least six months in advance of the date that existing occupants must vacate.

1. Any existing occupants that are required to leave their units shall be allowed to return at their prior rental rate if the demolition does not proceed and the property is returned to the rental market.

2. The developer agrees to provide both of the following to the existing occupants of any protected units that are lower income households:

   a. Relocation benefits that are equivalent to the relocation benefits required to be paid by public entities pursuant to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code.

   b. A right of first refusal for a comparable unit available in the new housing development, or in any required replacement units associated with a new development that is not a housing development, affordable to the household at an affordable rent or an affordable housing cost. This subparagraph shall not apply to any of the following:

      (A) A development project that consists of a single residential unit located on a site where a single protected unit is being demolished.

      (B) Units in a housing development in which 100 percent of the units, exclusive of a manager's unit or units, are reserved for lower income households.

3. If one or more single-family homes that qualify as protected units are being replaced in a development project that consists of two or more units, "comparable unit" means either of the following, as applicable:

   a. A unit containing the same number of bedrooms if the single-family home contains three or fewer bedrooms; or

   b. A unit containing three bedrooms if the single-family home contains four or more bedrooms.

   A comparable unit is not required to have the same or similar square footage or the same number of total rooms.

4. This section does not confer additional legal protections upon an unlawful occupant of a protected unit.

20.603.150 – Planned Development

A. **Purpose**. This section provides procedures for establishing a Planned Development (PD) District to facilitate orderly development of larger sites in the City consistent with the General Plan, including

sites subject to an MPO Master Plan Overlay where a particular mix of uses or character is desired that can best be achieved through an integrated development plan.

B. **Applicability.** The procedures in this section shall apply to all proposals to establish a PD District.

C. **Procedures.**

1. ***Decision-Making Body.*** A PD District must be adopted by the City Council as a zone change. A public hearing before the Planning Commission is required prior to City Council review, and the Planning Commission shall make a recommendation to the City Council.

2. ***Review Procedures.***

   a. *Rezoning.* An application for rezoning to a PD District shall be processed as zone change pursuant to Section 20.603.030 (Zone Changes and Amendments) and an amendment to the Zoning Map, according to the procedures of Section 20.603.030 (Zone Change and Amendments) and shall include a Specific Plan or PD Plan.

   b. *PD Plan.* The PD Plan shall be accepted and processed concurrently, in the same manner as a Conditional Use Permit application, pursuant to Chapter 20,.602, Common Procedures, and Section 20.603.050 (Conditional Use Permits), although additional information is required to be submitted in order to determine that the intent of this Zoning Code and the General Plan will be fulfilled.

   c. *Tentative Subdivision Map.* When a PD requires the submission of a tentative subdivision map, this map and all supporting documents shall be prepared and submitted concurrently with the application for the PD.

3. ***Initiation.*** An amendment to reclassify property to PD shall be initiated by a property owner or authorized agent or a motion of the Planning Commission or the City Council. If the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.

4. ***Application Content.*** An application for a PD, made on the City's application form, shall be filed with the Planning Division, accompanied by the required fee. Applications shall contain all of the following:

   a. *Legal Description.* A legal description of the site and a statement of the number of acres, or square feet if less than one acre, contained therein.

   b. *Title Report.* A title report verifying the description and the ownership of the property.

   c. *Ownership Declaration.* A declaration as to whether the site is to remain under the same ownership and control or to be divided into small units during or after development and the manner and method of the division.

   d. *Project Narrative.* A generalized narrative describing the location of the site, its total acreage, and the existing character and use of the site and adjoining properties; the concept of the proposed development, including proposed uses and activities, proposed residential

densities if appropriate, and physical land alteration required by the development; and the relation of the proposed PD to the Chino General Plan.

e. *Development Schedule.* A development schedule, including anticipated timing for commencement and completion of each phase of development, tabulation of the total number of acres in each separate phase and percentage of such acreage to be devoted to particular uses, and an indication of the proposed number and type of dwelling units by phase of development, if applicable.

f. *Maps and Diagrams.* Maps, diagrams, and other graphics necessary to establish the physical scale and character of the development and demonstrate the relationship among its constituent land uses, buildings and structures, public facilities, and open space. These graphics shall at a minimum indicate:

i. A map showing the perimeter boundaries of the project site, the perimeter of the ownership, the location and dimensions of any existing property lines and easements within the site, and all uses and structures within a 300-foot radius of the project area boundaries;

ii. Existing and proposed changes in the topography of the site, including the degree of land disturbance, the location of drainage channels or water courses, and the direction of drainage flow in one-foot contour intervals on areas of cross-slopes of less than five percent and at two-foot intervals on areas of cross-slopes of five percent or more;

iii. A circulation diagram indicating proposed movement of vehicles, goods, bicycles, and pedestrians within the PD district and to and from adjacent areas, including streets and driveways, sidewalks and pedestrian ways, and off-street parking and loading areas;

iv. A site plan indicating existing and proposed uses, location and dimension of buildings and structures, gross floor area of existing and proposed structures, and identification of structures to be demolished or removed;

v. Detailed engineering site plans, including proposed finished grades and all public improvements as well as estimates of grading volume (cut and fill), with accompanying grading sections or other technical drawings acceptable to the Director of Public Works;

vi. Detailed engineering plans for the provision of public utilities for the site, including provisions for off-site connections and facilities necessary to serve the site;

vii. A detailed tabulation of the proposed densities of dwelling units, bedroom count, building coverage, paving coverage, private and common open space, landscaped areas, parking dedication, and height of structures;

viii. Lighting for the building and adjacent parking and pedestrian travel areas;

ix. Utilization of all buildings and structures, including activities and the number of living units in each one;

x. Reservation of land for public uses, including schools, parks, playgrounds, public plazas, privately-owned public open spaces, and other open spaces;

xi. Dimensioned building elevations showing proposed architectural concepts, color program, and material samples; and

xii. A comprehensive sign program, including the size and location of all proposed signs.

g. *Open Space and Landscaping Plan.* An existing and proposed open space and landscaping plan meeting the requirements of Chapter 20.508 (Landscaping), including landscape concept and type of plant materials, recreation areas, parking, service and other public areas used in common on the property, and a description of intended improvements to and maintenance of the open area of the property.

h. *Other Information.* Any other information deemed necessary by the Director of Development Services to ascertain if the project meets the required findings for a PD Plan and re-zoning.

5. ***Required Findings.*** A PD Plan and re-zoning shall only be approved if the Planning Commission and the City Council make the following findings:

a. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;

b. The subject site is physically suitable for the type and intensity of the land use being proposed;

c. Adequate transportation facilities, utilities, and public services exist or will be provided in accord with the conditions of PD plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;

d. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;

e. The development generally complies with applicable objective design standards; and

f. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation, and/or substantial public benefit. In making this determination, the following factors shall be considered:

i. Appropriateness of the use(s) at the proposed location.

ii. The mix of uses, housing types, and housing price levels.

iii. Provision of units affordable to persons and families of low and moderate income or to lower income households.

iv. Provision of infrastructure improvements.

v. Provision of open space.

vi. Compatibility of uses within the development area.

vii. Creativity in design and use of land.

viii. Quality of building materials and landscaping, and adequacy of light and air provided to the interior spaces of the buildings.

ix. Overall contribution to the enhancement of neighborhood character and the environment of Chino in the long term.

6. ***Conditions.*** In approving a PD Plan and re-zoning, the City Council may impose reasonable conditions deemed necessary to:

a. Ensure that the proposal conforms in all significant respects with the General Plan and with any applicable specific plans or policies that the City has adopted;

b. Achieve the general purposes of this Code and the regulations and standards applicable to proposed uses and structures;

c. Achieve the findings listed above; or

d. Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the requirements of the California Environmental Quality Act.

7. ***Guarantees.*** The City Council may require reasonable guarantees and evidence that such conditions are being, or will be, complied with.

D. **Expiration and Renewal.**

1. ***Expiration.***

a. *PD Plan.* A PD Plan shall be effective on the same date as the ordinance creating the PD District for which it was approved and shall expire two years after the effective date unless actions specified in the conditions of approval have been taken, or a building permit has been issued and construction diligently pursued. An approved PD Plan may specify a development staging program exceeding two years.

b. *Tentative Map.* Where a tentative map has been approved in conjunction with a PD Plan, the PD Plan shall expire upon the expiration of the tentative map.

c. *Phased Development.* In the event that the applicant intends to develop the project in phases, and the City Council approves phased development, the PD Plan shall remain in effect so long as not more than one year lapses between the end of one phase and the beginning of the next phase.

2. ***Renewal.*** An approved PD Plan that has not been exercised may be renewed for a two-year period approved by the Planning Commission after a duly noticed public hearing. Application for renewal shall be made in writing between 30 and 120 days prior to expiration of the original approval. The Planning Commission may renew a PD Plan if it finds the renewal consistent with the purposes of this chapter.

E. **Amendments of Approved Plans.**

1. ***Changed Plans***. Amendments to a PD District or PD Plan or Specific Plan may be requested by the applicant or its successors. Amendments to the approved PD District or PD Plan or Specific Plan shall be classified as major or minor amendments. Upon receipt of an amendment application, the Director shall determine if the proposed amendment constitutes a major or minor amendment.

2. ***Major Amendments***. Major Amendments to an approved PD District or PD Plan or Specific Plan shall be considered by the City Council at a duly noticed public hearing. An amendment will be deemed major if it involves one or more of the following changes:

   a. A change in the boundary of the PD District;

   b. An increase or decrease in the number of dwelling units for the PD District that is 10 percent greater than the maximum or 10 percent less than the minimum stated in the PD Plan or Specific Plan;

   c. An increase or decrease in the floor area for any non-residential land use that results in the floor area exceeding the minimum or maximum stated in the PD Plan or Specific Plan by 10 percent or more;

   d. Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the City Engineer;

   e. Any change in land use or density that is likely to negatively impact or burden circulation adjacent to the PD District or adversely affect the overall major street system by increasing vehicle miles of travel by more than 10 percent, as determined by the City Engineer; or

   f. Any other proposed change to the PD Plan or Specific Plan or the conditions of approval that substantively alters one or more of its components as determined by the Director.

3. ***Minor Amendments.*** Amendments not meeting one or more of the criteria listed in subsection E(2) above shall be considered minor if they are consistent with the original findings and conditions of approval. Minor Amendments may be approved by the Director. The Director may, at his/her discretion, refer any request for an amendment ~~to a~~ to a PD Plan that may generate substantial public interest to the Planning Commission for a decision after a duly-noticed public hearing, rather than acting on it himself/herself.

F. **Status of Specific Plan**. A Specific Plan adopted by resolution of the City Council shall be administered as prescribed by the Council, consistent with Government Code Section 65450.

G. **Development Plan Review**. Plans for a project in a PD District shall be accepted for planning and building permits or subdivisions only if they are consistent with an approved PD Plan or Specific Plan

and any conditions of approval. No project may be approved and no building permit issued unless the project, alteration, or use is consistent with an approved PD Plan or Specific Plan.

H. **Failure to Comply with Conditions.** Failure to comply with any PD permit condition or development schedule is a violation of this chapter and subject to Chapter 20.605, (Enforcement). The Planning Commission or City Council may initiate revocation proceedings under this Code or suspend the applicant's permit until such time as the applicant conforms to the conditions thereof.

I. **Revocation or Modification of Planned Development Permit**. A PD permit may be revoked or modified as provided by Section 20.602.160 (Revocation Procedure).

Chapter 20.604 – SPECIAL PROCESSING REQUIREMENTS AND HAZARDOUS WASTE FACILITIES.

Sections:

20.604.010 Pre-application Procedures
20.604.020 Local Assessment Committee
20.604.030 Post-application Procedures
20.604.040 Technical Assistance Grants
20.604.050 Appeal Procedures

In addition to the requirements for a ~~special~~ conditional use permit, a request for approval of a hazardous waste facility shall be reviewed and processed in accordance with the following procedures:

20.604.010 – Pre-Application Procedures

A. At least 90 days prior to filing an application with the City for a land use decision relative to a hazardous waste facility, the proponent shall file a Notice of Intent to make an application with the State of California Office of Permit Assistance (OPA), the City of Chino, and the County of San Bernardino. The Notice of Intent shall specify the proposed location and include a complete description of the nature, function and scope of the project.

B. Upon receipt of a Notice of Intent, the City shall provide notice in each of the following ways:

1. Notice shall be published, at least one time, in a newspaper of general circulation in the area affected by the proposed project;

2. Notice shall be posted on the property upon which the facility is proposed;

3. Notice shall be mailed or delivered to the owner of the property that is the subject of the hearing or the owner's duly authorized agent, and to the project applicant; and

4. Notice shall be mailed or delivered to all owners of real property shown on the latest equalized assessment roll within a 300 FT radius of the property that is the subject of the hearing. In lieu of utilizing the assessment roll, the City may utilize records of the county assessor or tax collector that contain more recent information than the assessment roll.

C. The Notice of Intent filed with the City shall be accompanied by the appropriate fee adopted by the City. A Notice of Intent is not transferable to another location, and shall remain in effect for one year from the date it is filed with the City, or until it is withdrawn by the proponent, whichever occurs first.

D. Within 90 days following the filing of a Notice of Intent with OPA, OPA shall convene a pre-application meeting in the City to inform the public of the nature, function and scope of the proposed hazardous waste facility, and the procedures required for approving an application for the facility.

20.604.020 – Local Assessment Committee

A. Any time after the Notice of Intent is filed with the City, but no later than 30 days after the application for the land use decision is accepted as complete, the City Council shall appoint a seven-member Local Assessment Committee (LAC) for the purpose of advising the City in considering an application for a land use decision on the proposed hazardous waste facility.

B. LAC membership shall broadly reflect the makeup of the community, and shall include 3 representatives of the community at large, 2 representatives from environmental or public interest groups and 2 representatives from affected businesses and industries. Members of the LAC shall have no direct financial interest (as defined in Government Code Section 87103) in the proposed facility.

C. The LAC shall, as its primary function, advise the Planning Commission of the terms and conditions under which the proposed hazardous waste facility may be acceptable to the community. In carrying out this function, the LAC shall:

1. Enter into a dialogue with the project proponent to determine the measures that should be taken by the proponent in connection with the operation of the proposed facility to protect the public health, safety and welfare, and the environment of the City, as well as the special benefits and remuneration the proponent will provide to the City as compensation for the local costs associated with the operation of the facility;

2. Represent the interests of the residents of the City and the interests of adjacent communities in meetings with the project proponent;

3. Receive and expand any technical assistance grants available pursuant to Part M.1.d (Technical Assistance Grants) of this Section;

4. Adopt rules and procedures which are necessary to perform the duties of the LAC; and

5. Advise the Planning Commission of the terms, provisions and conditions for project approval which have been agreed upon by the LAC and the project proponent, and of any additional information which the LAC deems appropriate.

D. The City council may use the findings and recommendations of the LAC for its independent consideration of the project and shall provide staff resources to assist the LAC in performing its duties.

E. A LAC established pursuant to this Part shall cease to exist after final administrative action by the State and the City have been taken on the application for which the LAC was formed.

F. Following completion of all pre-application procedures specified herein, the project proponent may submit a ~~special~~ conditional use permit application for a land use decision with the City. Within 30

days of receipt of the application, a determination must be made as to the completeness of the application. Within 10 days following the acceptance of the application as complete for processing, notification shall be sent to OPA that the proposed facility has been accepted as complete.

20.604.030 – Post-Application Procedures

A. Within 60 days an application being accepted as complete, OPA shall convene a post-application meeting involving lead and responsible agencies, the project proponent, the LAC and interested members of the public.

B. The post-application meeting shall take place within the City. The purpose of this meeting will be to determine the issues that concern the agencies that are required to review the project and the issues that concern the public. The post-application meeting shall be held following the completion and availability of an Initial Study or Notice of Preparation for an Environmental Impact Report (EIR) for public review and comment.

C. It shall be the responsibility of OPA to work with the lead and responsible agencies, and the LAC to find a mutually acceptable place and time for the post application meeting. OPA shall then notify the lead and responsible agencies, the project proponent, and the LAC, by letter, of the date, time and place of the post-application meeting. It shall be the responsibility of the City to notify the public and any other local agencies of the meeting. The OPA procedure for conducting the post application meeting shall follow a format similar to of the pre-application meeting. The agenda and procedures shall be provided by OPA.

D. Completion of the post-application meeting, and the transmittal of any summary documents to the various agencies and interested parties, constitutes the termination of OPA's routine involvement under Health and Safety Code Section 25199, et. seq.

E. Following the post-application meeting, the project proponent and the LAC shall meet and confer on the proposed hazardous waste facility for the purpose of establishing the terms and conditions under which the facility will be acceptable to the community.

F. If the LAC and project proponent cannot resolve any differences through the meetings, OPA may assist in the resolution pursuant to Health and Safety Code Section 25199.4.

G. Upon completion of the post-application procedures, a hazardous waste facility shall be processed in accordance with the provisions of Section 20.~~23~~603.~~080~~ 050 (~~Special~~ Conditional Use Permits).

20.604.040 – Technical Assistance Grants

A. If the LAC finds that it requires assistance and independent advice to adequately review a proposed hazardous waste facility, it may request technical assistance grants from the City to enable the committee to hire a consultant. The LAC may then use the funds made available to it to perform any, or all, of the following:

1. Assist the LAC in reviewing and evaluating the application for the proposed facility, any environmental documents prepared for the project pursuant to the provisions of the California Environmental Quality Act (CEQA), and any other documents, materials and information which are required by the city in connection with the application for a land use decision; and/or
2. Advise the LAC in their discussions with the project proponent regarding the terms and conditions under which the proposed facility will be acceptable to the community.

B. The proponent of the proposed hazardous waste facility shall pay to the City, a fee equal to the amount of any technical assistance grants. The local agency shall deposit such fee in an account created in the City treasury, maintain records of all expenditures from the account, and return any unused funds and accrued interest to the project proponent upon completion of review of the proposed facility.

20.604.050 – Appeal Procedures

A. Any applicant or any interested person may appeal to the City Council, any action or decision of the Planning Commission to the City Council pursuant to the provisions of Section 20.~~23~~602.~~150~~130 (Appeals).

B. An action or decision of the City Council may be appealed to the Governor, or his/her designee, within 30 days following the City Council Action or decision.

C. If an application for a land use decision on a hazardous waste facility is denied by the City before an EIR for the project is prepared and certified, or before a Negative Declaration for the project is adopted pursuant to the provisions of CEQA, the project proponent may file an appeal of the denial with the Governor, or his/her designee.

D. If a ~~special~~ conditional use permit for a hazardous waste facility is approved by the City, the project proponent may file an appeal of the conditions of approval imposed on the facility with the Governor, or his/her designee. Said appeal shall specify the particular condition(s) imposed by the City that is the subject of the appeal. The appeal shall be based solely upon the grounds that the condition(s) imposed on the operation of the facility by the City are so onerous and restrictive, that their imposition is the same as a denial of the proposed facility.

E. If a ~~special~~ conditional use permit for a hazardous waste facility is approved by the City, any interested person(s) may file an appeal of the approval with the Governor, or his/her designee. Said appeal shall state why the condition(s) imposed on the facility do not adequately protect the public health, safety or welfare, and shall specify additional conditions which are necessary to provide such protection. The appeal may be based solely upon the grounds that the condition(s) imposed upon the project by the City do not adequately protect the public health, safety or welfare.

Chapter 20.605 – ENFORCEMENT

Section:

20.604.010 Purpose and Intent
20.604.020 Applicability
20.606.030 Remedies
20.604.040 Penalties
20.604 050 Fees

20.605.010 – Purpose and Intent

The purpose of these provisions is to prescribe procedures for the enforcement of the provisions of this title and any entitlement thereunder.

20.605.020 – Applicability

A. The Planning Commission shall have jurisdiction of, and be responsible for, the administration of the regulations and provisions of this Zoning Code. It shall have the power to exercise this jurisdiction as hereafter provided, and shall have the authority to act in its administrative capacity on: variances, conditional use permits, site approvals, adjustments, and interpretations of this Zoning Code.

B. In exercising its jurisdiction, the Planning Commission shall adopt from time to time, such general rules and regulations relating to its procedure, as may be deemed necessary.

20.605.030 – Remedies

A. It shall be the duty of the Director of ~~Community~~ Development Services and all officers of the City otherwise charged with the enforcement of the law, to enforce the provisions of this Zoning Code.

B. The City Attorney, at the direction of the City Council, Planning Commission or Director of ~~Community~~ Development Services, is authorized to institute any legal proceedings necessary to enforce the provisions of this Zoning Code, including the initiation of an injunction to restrain, or any other such action or proceedings to enforce such provisions.

C. All remedies concerning this Zoning Code shall be cumulative and not exclusive. The conviction and punishment of any person(s) hereunder shall not relieve such person(s) from the responsibility of correcting prohibited conditions or removing prohibited structures or improvements, and shall not prevent the enforced correction or removal thereof.

D. Any construction in violation of this Zoning Code, or any condition(s) imposed on a permit, license or other entitlement, shall be subject to the issuance of a "Stop Work Order."

20.605.040 – Penalties

A. **Infraction.**

1. Any person, firm or corporation violating any of the provisions of this Zoning Code shall be guilty of an infraction, and upon conviction thereof, shall be punishable by a fine as established by Chino Municipal Code Section 1.12.010.B. However, such fines and penalties shall not be deemed exclusive. When applicable, the City shall have the right to enforce the provisions of this Zoning Code by civil process, including injunction and all other civil remedies.

2. Every day any violation of this Zoning Code continues shall constitute a separate offense.

B. **Misdemeanor.** In alternative to the provisions of Part A~~D~~.1 *(Infraction)* of this Section, at the City's discretion, any person, firm or corporation violating any of the provisions of this Zoning Code may be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine not to exceed $1,000 or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

20.605.050 – Fees

The City may impose fees on complainants to cover the full costs incurred by the City for the monitoring and enforcement of the requirements of this Zoning Code, as well as those conditions and mitigation measures imposed on an approved permit, license or other such entitlement.

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700 Series - Glossary

Chapter 20.701 – GLOSSARY

Sections:

20.701.010 – Purpose
20.701.020 – Definitions

20.701.010 – Purpose

This chapter provides definitions of terms and phrases used in this Zoning Code that are technical or specialized, or which may not reflect common usage. If any of the definitions in this chapter conflict with others in the City Code, these definitions shall control for only the provisions of this Zoning Code. If a word is not defined in this chapter or in other provisions of the Chino Zoning Code, the Director shall determine the appropriate definition.

20.701.020 – Definitions

A. Definitions, "A".

Abandoned shopping cart. Any cart removed from a business establishment's premises without written permission of the owner and located on either public or private property.

Abandon use. A business or activity with no reported sales or activity for a period of at least one hundred eighty days. Exceptions are temporary closures for repairs, alterations, or other similar situations.

Accessibility. The combination of various elements in a building, facility, site or area, or portion thereof which allows access, circulation and the full use of the building and facilities by persons with disabilities.

Accessible. A site, building, facility, or portion thereof that is approachable and usable by persons with disabilities.

Accessory building. See "Building, accessory."

Accessory dwelling unit (ADU). An attached or detached dwelling unit that provides complete, independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. This definition shall be interpreted as consistent with the definition for "Accessory Dwelling Unit" in Government Code § 65852.2.

Accessory use. A use or structure clearly incidental to and customarily found in connection with an established primary use of a site, or of a building located on the same site. The terms "incidental use" and "accessory use" shall be used interchangeably within this Title.

ACLUP (airport comprehensive land use plan). A master plan prepared in accordance with Public Utilities Code Section 21670 et seq., which provides for the orderly growth of airports and provides measures for mitigating the public's exposure to excessive noise and safety hazards within areas around public airports.

Administrative approval. A permit for a specified land use, building or structure that is issued by the Director of ~~Community~~ Development Services at the City's discretion.

Adult oriented businesses. See Title 5 of the Municipal Code for a definition of Adult Oriented Businesses.

~~*Affordable dwelling units.* See "Target units."~~

Affordable housing unit. A residential dwelling unit that is restricted by deed or other recorded document for rent or sale at an affordable housing cost to persons and families of low or moderate income ~~A housing unit which is available for rent or sale to households with income levels at the very low-, low-, or moderate-income level~~ as those terms are defined in this section.

Affordable housing development. A development project of ten or more residential units, including mixed-use developments, that includes one or more affordable housing units.

Affordable housing agreement. A legally binding agreement between an Applicant and the City of Chino to ensure that continued affordability of affordable housing units that may be required by this Title persists and the units are maintained in accordance with this Title.

Affordable rent. means the total housing costs paid by a qualifying household, which shall not exceed a specified fraction of their gross income, adjusted for family size appropriate for the unit, as follows:

- For purposes of the City's density bonus in the AHO and MUO zoning districts, the low income rent shall be based on 30 percent of 80 percent multiplied by the area median income for San Bernardino County as published by the California Department of Housing and Community Development.
- For applicants seeking a density bonus under Government Code Section 65915, the calculation methodology in Section 50053(b) of the Health and Safety Code will be applied.

Affordable sales price. The maximum purchase price that can be charged for an affordable unit calculated in accordance with Section 50052.5 of the California Health and Safety Code. The affordable sales price is equal to the lesser of: 1) the sum of the assumed mortgage cost plus the benchmark down payment, which is used solely for calculation of the affordable sales price, or 2) the purchase price prospective buyers are willing to pay in return for purchasing a home that is subject to restrictive covenants. The benchmark down payment is set at five percent of the affordable sales price.

Agriculture. The tilling of soil, the raising of crops, horticulture, livestock farming, dairying or animal husbandry, including accessory supply, service, storage and processing areas and facilities to accommodate agricultural products produced on the premises; provided, however, that the accessory uses shall not include slaughter houses, feed yards, hog farms, fertilizer works, bone yards, plants for the rendering of animal matter or similar commercial or industrial uses.

Agricultural processing, on-site. A facility used for the cooking, dehydrating, refining, bottling, canning, washing, packaging, or other treatment of agricultural products which changes the naturally grown product for consumer use. May include warehousing and packaging as secondary uses.

Agricultural products. Fresh or processed products that may include whole fresh fruits, nuts, vegetables, herbs, cultivated mushrooms, shell eggs, dairy, honey, flowers, livestock meat, poultry meat, rabbit meat, fish, including shellfish, unprocessed grains, nursery stock, and similar items.

Agricultural product stands. A structure where unprocessed produce, including fruits, vegetables and nuts is sold.

Airport. Any area of land or water designated and set aside for the landing and taking off of aircraft, which is utilized or will be utilized in the interest of the public for such purposes, and has a valid permit to operate from the state of California.

Alcoholic beverage sales. The retail sale of beer, wine or distilled spirits for on-premise or off-premise consumption.

Alley. An unnamed public or private right-of-way designed to provide vehicular access to a property through a side or rear yard.

Amendments. Any material added to a soil to improve its physical properties, such as water retention, permeability, water infiltration, and drainage.

Amusement or theme park. A commercially operated park with a predominance of outdoor games and activities for entertainment, including motorized rides, waterslides, miniature golf, batting cages and the like.
Animal keeping, commercial. Any establishment that keeps animals for sale or hire, provides medical treatment for animals on the premises or regularly offers any temporary boarding facilities for animals.
Animal keeping, household. Any establishment that keeps animals only as pets, or for the production of eggs, milk or meat for personal use.
Animal sales and services. A retail sales establishment primarily involved in the sale of products for domestic animals, such as dogs, cats, fish, birds, and reptiles, including indoor boarding, grooming, or veterinary services as incidental to the primary retail use; a retail sales establishment primarily involved in the sale of domestic animals, such as dogs, cats, fish, birds, and reptiles; or any place or establishment, public or private, where domestic animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value and/or health for which a fee is charged.
Antenna. Any system of towers, poles, panels, rods, wires, drums, reflecting discs or similar devices used for the transmission or reception of electromagnetic waves. See also "Satellite dish" and "Satellite antenna."
Anti-drain valve. See "Check valve".
Anti-transpirant. A protective coating, generally applied to plant materials prior to or immediately after transplanting, that reduces water loss through the leaf surface.
Apartment. One or more rooms in an apartment building intended or designed to be occupied by one family for living and sleeping purposes, and containing a kitchen and bath facilities.
Apartment building. A building or portion of a building, other than a temporary lodging such as a hotel or motel, containing three or more dwelling units.
Applicant. Any person required to submit an application for a permit for development or other land use entitlement. ~~Landscape Documentation Package~~. Applicant may include the property owner or an agent of the owner or any person, corporation, partnership or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has an enforceable proprietary interest in such land.
Application rate. The depth of water applied to a given area, usually measured in inches per hour.
Applied water. The portion of water supplied by the irrigation system to the landscape.
Area, Adjusted Gross. See "Net Acre." ~~The area of a lot, exclusive of all land within the ultimate right-of-way for Expressways, Major Arterials, Primary Arterials, Secondary Arterials, and Collector Streets, as shown in the Transportation Infrastructure Element of the General Plan. (The number of residential units permitted for a parcel is determined by multiplying the residential density factor by the adjusted gross acres of the parcel.)~~
Area, Gross. The area of a lot measured to the centerline of the street or alley.
Area, Net. ~~The area of a lot, exclusive of all street and alley rights-of-way, and dedications transferring title of land to a public agency~~. See "Net Acre."
Area of a Lot. The net area of a single recorded lot.
Art gallery. A room or structure in which original works of art or limited editions of original art are bought, sold, loaned, appraised or exhibited to the general public.
As-builts. See "Record drawing."
Athletic instruction. A facility offering instruction and/or study oriented toward dance, sports, or fitness, such as yoga studios, martial arts, social and artistic dance, cheerleading, gymnastics, CrossFit, indoor batting cages, and individual or team sports. Facilities operated by a public agency are not included in this definition.

Automatic irrigation controller. A timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
Automobile and vehicle sales and rental. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental or lease of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service or bus/van conversions conducted as an accessory unit. This term includes "Auto mall.". Vehicle sales also include the sale of aircraft (including commercial, private and/or military aircraft), primarily at the Chino Airport.
Automobile, light truck and van cleaning. Mechanical facilities for the washing, waxing, and vacuuming of automobiles, light trucks and vans.
Auto mall. A planned development with clustered dealerships and showrooms, repair and servicing facilities and ancillary uses supporting vehicle sales of both new and used (pre-owned) vehicles, including manufacturer's direct-to-customer sales rooms.
Awning. A cloth, plastic or other nonstructural covering that either is attached permanently to a building or can be raised or retracted to a position against the building when not in use.

B. Definitions, "B".
Backflow prevention device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
Balcony. A platform that projects from the wall of a building and is surrounded by a railing.
Bank or financial service. A financial institution such as a bank, credit agency or lending institution.
Bar. An area primarily devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.
Base density. The maximum residential density allowed in a zone before adding any additional density for community benefits, amenities, or provision of affordable housing.
Battery Energy Storage System. A facility using one or more rechargeable battery systems or related electrochemical technologies capable of storing electrical energy for later injection to the electrical grid, on-site use, or emergency backup purposes, together with associated control systems, inverters, transformers, safety systems, and accessory equipment.
Basement. A story of a building that is partly below grade and is located so that the vertical distance from the grade to the floor is greater than the vertical distance from the grade to the ceiling.
Bed and breakfast. A residential structure with one family or manager in permanent residence and from two to six guest rooms rented for overnight lodging, where meals may be provided for compensation subject to applicable Health Department regulations and where no provision is made for cooking in any individual room or suite. A bed and breakfast with more than six guest rooms shall be considered a hotel or motel, as applicable.
Bedroom. A habitable space within a dwelling unit in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both.
Block. All property fronting on one side of a street between intersecting and intercepting streets; or between a street, railroad right-of-way, waterway, natural barrier or unsubdivided acreage.
Boardinghouse. A single-family residential dwelling, ~~accessory dwelling unit, or junior accessory dwelling unit~~ wherein two or more rooms, with or without individual or group cooking facilities, are rented, licensed or otherwise provided in exchange for rent or other remuneration to an individual or individuals under separate written or oral rental leases, licenses or other agreements. ~~Notwithstanding the previous sentence, a~~A boardinghouse does not include a single-family residential dwelling that includes a junior accessory dwelling

unit and an attached or detached accessory dwelling unit ~~where the junior accessory dwelling unit and attached accessory dwelling unit are both rented~~..

Botanical gardens and arboretums. A public or private facility for the demonstration and observation of the cultivation of flowers, fruits, vegetables, or ornamental plants.

Breezeway. A roofed structure open on at least two sides attached to and connecting portions of a main building, or portions of a main building and an accessory building.

Bridle path. See "Neighborhood equestrian trail."

Broadcasting studios. A commercial or public facility where broadcasts originate.

Build-to Line. A line parallel to the lot line where the façade of the building is required to be located.

Building. A structure having a roof or similar enclosure supported by columns or walls ~~and~~ with interior space intended or used for shelter, confinement or housing of any person, animal or property, equipment, goods or materials.

Building, accessory. A ~~subordinate~~ detached building, the use of which is clearly incidental and secondary to that of the main building on the same site in terms of both use and size. A building shall be considered part of the principal building if connected to it by a common roof line or fully enclosed space.

Building, apartment. See "Apartment building."

Building, attached. A building that has at least one of its walls permanently attached, in part or in whole, to the wall of another building.

Building, detached. A building with none of its walls permanently attached to the walls of another building.

Building, main. A building in which one of the site's principal and permitted uses is conducted. In residential districts, the largest building on a site that contains a dwelling unit shall be deemed the main building. A site may have more than one main building.

Building, nonconforming. A building or structure, or a portion of a building or structure, that does not conform to the regulations contained in this chapter.

Building area. The total amount of ground area occupied by all buildings and structures on a parcel of land.

Building frontage. A building wall facing a parcel boundary that abuts a street.

Building height. See "Height, building or structure"

Building Official. The Building Official, or his or her authorized representative.

Building site. See "Site."

Building supply. A wholesale or retail establishment that sells lumber, wallboard, fixtures and similar large building materials. The term "building supply" does not include establishments primarily devoted to the retail sale of tools, paint and similar products, which are classified as general retail.

Bus and large truck cleaning. Mechanical facilities for the washing, waxing and vacuuming of heavy trucks and buses.

Bus and large truck repair and maintenance. Repair and maintenance facilities for buses and large trucks whose primary or incidental uses include but are not limited to uses such as repair, service, towing, and finishing.

Business, freeway-oriented. Any business that supplies food, fuel or lodging that is essential to support travelers on a freeway, and that is directly dependent upon and adjacent to a freeway.

Business support service. An establishment primarily within a building that provides services that are necessary to other businesses, such as clerical, employment, protective, or minor processing to firms, including blueprinting, computer rental and repair, mailing and mailbox services, copying and quick printing, secretarial, and other services of like kind or character.

C. Definitions, "C".

California Invasive Plant Council (Cal-IPC). Across California, invasive plants damage wildlands. Invasive plants displace native plants and wildlife, increase wildfire and flood danger, consume valuable water, degrade recreational opportunities, and destroy productive range and timber lands. Cal-IPC works with land managers, researchers, policy makers, and concerned citizens to protect the state from invasive plants.
California Irrigation Management Information System (CIMIS). CIMIS is a program in the Office of Water Use Efficiency (OWUE), California Department of Water Resources (DWR) that manages a network of over 120 automated weather stations in the state of California. CIMIS was developed in 1982 by the California Department of Water Resource and the University of California at Davis to assist California's irrigators manage their water resources efficiently.
Canopy. A permanent covering over a walkway or driveway that is wholly supported on each side by posts or walls.

Cannabis. All parts of the plant *Cannabis sativa L.*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, as defined by California law, including cannabis products for medicinal or adult use. Cannabis does not include industrial hemp, which is defined separately under State and federal law.

Cannabis Retailer (Dispensary). A facility engaged in the retail sale, dispensing, or delivery of cannabis or cannabis products to consumers for medicinal or adult use, including accessory storage, security, and incidental educational or administrative functions

Car wash. A permanent, self-service or full-service establishment that provides facilities for car washing, including washing of light trucks and vans.
Caretaker quarters. A permanent residence that is provided as an accessory use to a non-residential use, and is used to house a caretaker and the caretaker's family for security purposes or to provide around-the-clock care or monitoring of the site or any person or thing on the site.
Carport. A permanent roofed building that is open on at least two sides and is used or designed for the shelter and storage of vehicles.
Cart/Kiosk. Means any portable, non-motorized wagon, cart, or similar non-wheeled unit used by a vendor from which retail goods, food, and/or beverages are offered for sale.
Catering service. A business that prepares food for consumption on the separate premises of a client, and that is not part of a restaurant. A vehicular food vendor or a restaurant that provides catering shall not be considered a catering service.
Cemetery. Any place for the burial, disposal or long-term storage of human remains, including but not limited to a columbarium, crematory or mausoleum.
Centerline. The right-of-way centerline for a street or alley, as established by official survey.
Certified Farmers' Market. A farmers' market that has been issued a Certified Farmers' Market Certificate by the San Bernardino County Agricultural Commissioner authorizing sales of agricultural products and ancillary products by certified producers and other vendors.
Certified Irrigation Designer. A person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protections Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
Certified Landscape Irrigation Auditor. A person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental

Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

Certified Producers. A farmer, rancher, or other agricultural producer that is authorized by the San Bernardino County Agricultural Commissioner to sell their agricultural products in a certified farmers' market.

CFS. Cubic feet per second.

Check cashing services. A place of business where one can cash a check for a fee.

Check valve. A valve located under a sprinkler head to hold water, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

Chicken coop. An enclosed area for chicken habitation that contains a chicken run and a henhouse.

Chicken run. An outdoor area within the coop that provides a protected place for chickens to freely wander about; the equivalent to a dog run.

Child or family-oriented business. A business establishment that has as its primary clientele children or families with children, including but not limited to toy stores, children's clothing stores, family amusement arcades, or family recreation facilities.

Cigar lounges. An establishment where patrons can smoke and purchase cigars. This definition includes lounges with membership programs.

City Engineer. The City Engineer, or his or her authorized representative.

Club. Buildings and facilities, owned or operated by a corporation, association, person or persons, for a social, educational or recreational purposes, to which membership is required for participation and not primarily operated for profit not to render a service that is customarily carried on as a business.

CNEL (community noise equivalent level). An average daily noise level (averaged for each twenty-four hours) and weighted more heavily during evening and nighttime hours to account for the lower tolerance of persons to noise during those hours.

Code. The Municipal Code of the City of Chino.

Code ~~Enforcement~~ Compliance Official. The ~~Lead~~ Supervising Code Compliance Inspector, or his or her authorized representative.

Co-generation Energy Facilities. Co-generation energy facilities, also known as combined heat and power systems, enable simultaneous generation of electricity and thermal energy from the same energy source. They enable a fuel, such as natural gas, biomass, or waste heat, to be burned to produce electricity, and the waste heat from the electricity generation process is captured and used for heating or other industrial processes.

Commercial animal keeping. See "Animal keeping, commercial."

Commercial Nursery. Establishments primarily engaged in retail or wholesale sales of nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere. Fertilizer and soil products are stored and sold in packaged form only. This term includes garden centers, which sell nursery and garden products, irrigation supplies, pots, and tools used for gardening. This classification does not include the sale of house plants or other nursery products entirely within a building, which is considered to be general retail.

Commercial recreational facility. Any establishment that provides entertainment activities or services for a fee or admission charge, including bowling alleys, electronic game arcades, billiard rooms, ~~miniature golf courses,~~ trampoline parks, axe throwing, indoor shooting ranges, escape rooms, laser tag, indoor/virtual golf facilities, sports clubs, indoor party centers, karaoke, amusement centers, amphitheaters, and other uses of like kind or character. An establishment that offers a small number of game machines to its customers as an accessory use, such as a restaurant or laundromat, shall not be considered a commercial recreational facility. Facilities operated by a public agency are not included in this definition.

Common interest developments. Community apartment projects, condominium projects, planned development, and stock cooperatives per Civil Code Section 4100.

Common open space. See "Open space, common."

Compost. The safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

Conditional Use Permit. A permit to allow a specified land use, building or structure that is not allowed as of right on a given property, subject to the discretion of the City.

Condominium. Means an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan.

Congregate Care Facility. See "Residential Care Facility." ~~A facility for long-term residence exclusively by persons 60 years of age or older, and which shall include, without limitation, common dining and social and recreational features, special safety and convenience features designed for the needs of the elderly such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways, and doorways designed to accommodate wheelchairs, and the provision of social services for residents which must include at least two of the following: meals services, transportation, housekeeping, linen, organized social activities, health screenings, and health/nutrition education.~~

Construction yard. A temporary staging area for supplies, equipment and materials that are being used in conjunction with an approved building permit or grading permit. A construction yard may include a temporary contractor's office as an accessory use.

Control Valve. A device used to control the flow of water in the irrigation system. It may also mean all of the sprinklers or emitters in a line controlled by the valve.

Controlled Environment Agriculture (CEA). The production of crops within buildings, greenhouses, or other structures using controlled light, temperature, humidity, nutrients, or water systems, including hydroponic, aquaponic, and aeroponic cultivation methods.

Controller. An automatic timing device used to control valves or heads to operate an irrigation system. A weather-based controller is a controller that uses evapotranspiration or weather data. A self-adjusting irrigation controller is a controller that uses sensor data (i.e. soil moisture sensor).

Conversion factor. A number that converts acre-inches per acre per year, to gallons per square foot per year. The conversion factor is calculated as follows:

(325,851 gallons/43,560 SF)/12 inches=0.62

Where: 325,851 gallons = 1 acre-foot
43,560 = 1 acre
12 inches = 1 foot

To convert gallons per year to 100 CF per year, divide gallons per year by 748 (748 gallons equals 100 CF).

Converted Accessory Dwelling Unit. A unit created from space in a single-family residence or another accessory structure, such as a garage, under the authority of Section 66323 of the Government Code.

Correctional institutions and facilities. Publicly or privately-operated facilities housing persons awaiting trial or persons serving a sentence after being found guilty of a criminal offense.

Courtyard. An open, unoccupied space other than a yard on the same site with a building and bounded on two or more sides by one or more buildings on the site.

Covered patio. See "Patio, covered."

Crematorium. A location containing properly installed, certified apparatus for use in the act of cremation.

Crop cultivation. The process of growing, farming, fertilizing and producing agricultural produce.

Cultivated landscape area. Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

~~*Cyber cafes.* An establishment that provides more than six computers and/or other electronic devices for access to the Internet, e-mail, video games or computer software programs for the primary purpose of recreation, which are networked or which function as a client/server program, and which seeks compensation from users. Cyber cafe is synonymous with PC cafe, internet cafe, computer gaming center, or cyber centers.~~

D. Definitions, "D".

Dairy. Any premises where milk or a milk product is produced for sale or distribution and where ten or more cows or goats are in lactation.

Data Center. A facility or portion of a facility used primarily for the housing, storage, processing, management, routing, and transmission of digital data through servers, computers, telecommunications equipment, and related equipment, including supporting mechanical equipment, cooling systems, emergency backup power systems, and associated infrastructure. A data center may include accessory administrative offices, security operations, and equipment maintenance. This classification excludes telecommunications facilities and office or industrial uses involving incidental server rooms.

Day care ~~facility~~center. Any facility that provides non-medical care and supervision of adults or minor children for periods of less than 24 hours; that does not qualify as a small or large family day care home; and that meets the licensing requirements of the State. ~~Any establishment may provide child day care as an accessory use that is not subject to additional permit requirements, provided that the establishment offers child day care only to its customers or employees, and only during the period when the customers or employees are visiting or working in the establishment.~~

Day spa. An establishment where professionals provide personal beauty, health and therapeutic treatments including massage, facials, excluding full body massage services. This classification includes wellness centers.

dBA. An A-weighted sound level, in decibels, as measured on a sound level meter equipped with weighting networks that represent the way the human ear hears certain sounds.

Dead storage. The storage of inactive items that will not be used for an extended period of time.

Decibel (db). A unit for describing the intensity or level of sound, equal to twenty times the logarithm to the base ten of the ratio pressure of the sound measured to a standard reference pressure.

Deck. A roofless, floored structure, typically with a railing, that adjoins a building or is located on a rooftop. A deck may include a pool or other recreational amenity.

Density bonus. An increase in the maximum number of residential dwelling units that are allowed on a site, granted in exchange for reserving dwelling units for certain types of households with qualifying incomes.

Desertscape. Inherently involves fewer plants and large areas of open unplanted space. Seen as undesirable because it may be devoid or almost devoid of life, uncultivated, and desolate.

Developer. A landowner or owner's agent responsible for the development of land. Does not include homeowners or landlords of single-family homes.

Development. The uses to which land will be put; the buildings and structures to be constructed on the land; and all alteration of the land and other construction incidental to these uses, buildings and structures.

Development, infill. Any vacant lot or parcel within developed areas of the city, where at least 75 percent of the perimeter of the site adjoins land that has been developed for urban uses, and where water, sewer, streets, schools, and fire protection have already been developed and are provided.

Development review. The process of reviewing a development proposal or proposed land use.

Development Costs. The aggregate of all costs incurred in connection with a development which are reasonable and necessary, including, but not limited to, those costs listed in California Health and Safety Code Section 50065.

Development standard. A site or construction condition, including, but not limited to, height limits, required setbacks, maximum floor area ratio, on-site open-space requirement, or required parking that applies to a development pursuant to any ordinance, General Plan, Specific Plan, or other local condition, law, policy, resolution, or regulation.

Director of Development ~~Development.~~Services The Director of ~~Community~~ Development Services , or his or her authorized representative.

Director of Parks. The Director of Community Services, Parks and Recreation, or his or her authorized representative.

Discretionary approval. Any entitlement or approval, including but not limited to a use permit, variance, site approval, and subdivision map

Distributed Energy Systems. Small-scale units for local energy generation, energy storage, and demand-side resources that are connected to the distribution network rather than the central grid. They include technologies, such as rooftop solar panels, small-scale wind turbines, battery storage systems, and energy demand responsive equipment.

Distribution uniformity. The measure of the uniformity of irrigation water over a defined area.

District. An area defined on the official Zoning Map within which certain regulations and requirements apply under the provisions of this chapter.

Drip irrigation. Any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

Drive-in theater. Any land, building or structure used for the showing of outdoor motion pictures for compensation, the viewing of which is from the patron's automobile.

Drive-thru facilities. A building where a customer is permitted or encouraged, either by the design of physical facilities or by the service procedures offered, to be served while remaining seated within a vehicle, including but not limited to drive-through restaurants, pharmacies, automatic teller machines (ATMs), and automatic car washes.

Dry Port. An inland intermodal freight facility where cargo is transferred, sorted, stored, consolidated, or distributed between truck, rail, or other freight modes, functioning as an inland extension of a seaport or major cargo terminal. A dry port may include container handling, transloading, warehousing incidental to freight movement, customs-related activities, and accessory administrative offices.

Duplex. Two dwelling units on one residential lot of record and designed for occupancy by two independent households. Each dwelling unit of a duplex dwelling contains its own cooking, sleeping and sanitary facilities; its own entrance; and, shares no common interior space. Duplex dwellings may be attached (e.g. sharing a common wall or a single unit on the first floor with another above it) or detached.

Dwelling, multiple-family. A property consisting of attached dwelling units that share common open space, which may include apartment buildings, condominiums, and mixed use structures.~~A building or portion of a building that provides three or more dwelling units. Multiple-family dwellings include apartment buildings, as well as townhouses or rowhouses that have apartments located above them. Multiple-family dwellings do not include temporary lodging such as hotels or motels~~.

Dwelling, single-family. A single dwelling unit, including kitchen and bath facilities, that is designed for occupancy exclusively by one family. A single-family dwelling may be either detached or attached.

Dwelling, single-family, attached. A two-story or three-story single-family dwelling, such as a townhouse or rowhouse, within a dwelling group in which no unit is located above another unit.
Dwelling, single-family, detached. A single-family dwelling that is not attached to any other single-family dwelling, other than an attached accessory dwelling unit.
Dwelling group. A group or row of detached or semi-detached dwellings that share a yard, courtyard or other open space, including apartment buildings and townhouses, but not including temporary lodging such as hotels or motels.
Dwelling unit. A building or a portion of a building containing one or more habitable rooms used or designed for occupancy by one family for living and sleeping purposes, including kitchen and bath facilities.
Dwelling unit, primary. A dwelling unit located in a main building.

E. Definitions, "E".
Easement. A space on a parcel of land, indicated on a subdivision map or in a deed restriction, where the owner has granted one or more property rights to a person, corporation, public agency or other entity.
Ecological restoration project. A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
Effective precipitation. The portion of total precipitation which becomes available for plant growth.
Electronic Data Processing Center. See "Data center."
Emergency shelter. A structure that provides temporary shelter and feeding of indigents or disaster victims, and that is operated by a public or non-profit agency.
Emitter. A drip irrigation emission device that delivers water slowly from the system to the soil.
Engineering design standards. The engineering requirements developed by the City Engineer, and adopted by resolution of the City Council, for the construction and configuration of various types of infrastructure within the city, including but not limited to rights-of-way, water and sewer lines, storm drainage and parking areas.
Equipment rental and sales, heavy equipment. Establishments primarily engaged in the sale or rental of tools, trucks, tractors, construction equipment, agricultural implements, and similar industrial equipment, and the rental of mobile homes.
Equipment rental and sales, light equipment. Establishments primarily engaged in the sale or rental of small trucks and light equipment including chain saws, hedge trimmers, drills, saws, etc.
Equity share agreement. An agreement by which appreciation on the value of an affordable unit from the time of the original purchase at an affordable price to the time of resale shall be shared between the purchaser of the affordable unit and the City according to details specified in the Affordable Housing Agreement for the project. Having such an agreement shall be a condition of sale of the affordable unit.
Established landscape. The point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
Establishment period of the plants. The first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years of establishment.
Estimated total water use (ETWU). The annual total amount of water estimated to be needed to keep plant material in a landscaped area in a healthy and thriving condition, based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the types of plants and the efficiency of the irrigation system.
ET adjustment factor (ETAF). A factor of 0.~~7~~55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and

existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.
ETo. See the Reference evapotranspiration.
Evapotranspiration Rate. The quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specific time.
EV Capable Space. A vehicle parking space with electrical panel capacity, feeder and branch-circuit wiring (but no receptacle or EV charger installed) installed to support future installation of electric vehicle charging equipment.
EV Charging Station. A parking station with electric vehicle supply equipment for charging electric vehicles that is installed in accord with the California Electric Code, Article 625.
Exotic Animal. Any animal that is not commonly domesticated in the United States or is wild by nature.

F. Definitions, "F".
FAA (Federal Aviation Administration). A federal agency charged with regulating air commerce to ~~pro-mote~~promote its safety and development, encouraging and developing civil aviation, air traffic control and air navigation, and promoting the development of a national system of airports.
Fair Market value. The real estate market value of an affordable housing unit at the time of initial purchase of that unit without regard to any restrictions on sales price, as substantiated by an appraisal in a form and substance, and by an appraiser, acceptable to the City.
Fairgrounds. An area wherein buildings, structures and land are used for the exhibition of livestock, farm products, and other things and/or for carnival-like entertainment, with eating and drinking spaces, farmers' markets, and retail sales booths.
Family. One or more persons sharing a dwelling unit in a living arrangement that includes the sharing of living expenses, such as rent or mortgage payments, food costs and utilities; the maintenance of a single lease or rental agreement for all persons sharing the dwelling unit; or other characteristics indicative of a single household.
Family day care home. A facility that regularly provides care, protection, and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family daycare home or a small family daycare home.

- *Family day care home, large.* ~~In accordance with Section 1597.465 of the Health and Safety Code, "large family day care home" means a home~~ A home that regularly provides care, protection and supervision of ~~9~~ seven to 14 children, including children under the age of 10 years who reside in ~~the home, in~~ the provider's own home~~, . for periods of less than 24 hours, while the parents or guardians are away.~~ The large family daycare home is where the daycare provider resides and includes a dwelling or a dwelling unit that is rented, leased, or owned.
- *Family day care home, small.* ~~Means a~~A home that regularly provides care, protection and supervision of eight or fewer children, including children under the age of 10 years who reside in the home, in the provider's own home~~, for periods of less than 24 hours while the parents or guardians are away.~~

Farm employee. A person employed in agriculture or activities associated with agricultural packing and storage and transportation of agricultural products. The employment may be full-time, full-time seasonal, temporary, or part-time.
Farm employee housing, large. Farm employee housing consisting of more than 36 beds in group quarters used exclusively for farm employees, or more than 12 units or spaces designed for use by a single family or household with one or more farm employees.

Farm employee housing, small. Farm employee housing consisting of no more than 36 beds in group quarters used exclusively for farm employees, or 12 units or spaces designed for use by a single family or household with one or more farm employees. Farm employee housing includes single-family dwelling units occupied by a farmworker employed full-time and working on-site where the dwelling unit is located and the farmworker's household.

Farmers' market. An outdoor market where farmers, ranchers, and other producers sell agricultural products directly to the public or to individuals, organizations, or entities that subsequently sell them directly to the public; it may include secondary sales of hand-made arts and crafts and prepared food and beverages.

Feature, noncontributing. Any property, structure or object which adds to the historical integrity or architectural qualities that make a historic district significant.

Federal Communications Commission (FCC). The federal agency charged with regulating communications, radio and television.

Fence. A structure forming a physical barrier made of wire, wood, metal, masonry, vinyl or other material, including walls; trellises; and barriers of plant material that substantially obstruct visibility, such as hedges. A wall of a building shall not be considered a fence.

Fence, solid. An opaque or substantially opaque fence, such as a cinderblock wall, vinyl fence or a wooden fence with minimal gaps between boards. A chain-link fence with slats shall not be considered a solid fence.

Fire Chief. The Fire Chief of the Chino Valley Independent Fire District, or his or her authorized representative.

Floor area, gross. See "Gross floor area."

Floor area ratio (FAR). The ratio of the total gross floor area of all buildings on a site, excluding structured parking areas, divided by the total site area. For example, if a 10,000-square foot site has one two-story building, and the gross floor area of each story is 2,500 square feet, the site has a total gross floor area of 5,000 square feet and an FAR of 0.5, as shown in Figure 20.~~24~~701-1. See also Chapter 20.103 (Rules of Measurement).

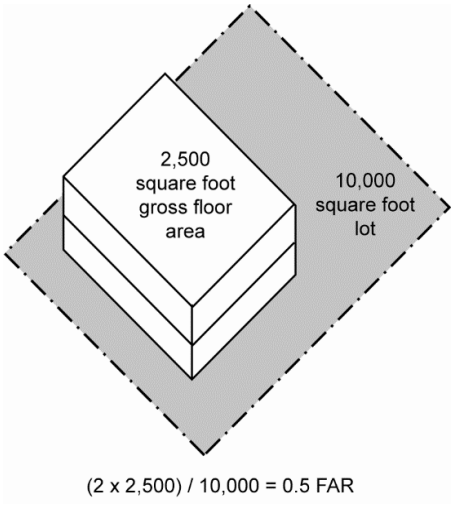


FIGURE 20.~~24~~701-1 EXAMPLE OF FLOOR AREA RATIO (FAR)

Flow rate. The rate at which water flows through pipes, valves, and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

Flow sensor. An inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or sub meter.

Food and beverage sales. A retail establishment in which the majority of the floor area open to the public is occupied by food products or non-alcoholic beverages that are packaged for consumption away from the store. A food and beverage sales establishment may also sell alcoholic beverages, provided that this is not the establishment's primary business purpose.

Food ~~Preparation~~preparation facility. A place where food is prepared to be consumed off premises including catering, ghost kitchens, or test kitchens but excluding "Food and beverage manufacturing."

Food and beverage manufacturing. Establishments engaged in the processing, production, brewing, fermenting, roasting, bottling, packaging, or wholesale manufacture of food or beverage products for distribution or sale,

including, but not limited to, canneries, coffee roasters, production breweries, wholesale bakeries, wineries, distilleries, dairy processing facilities, frozen food manufacturing, and similar uses. This use includes incidental storage, packaging, and distribution activities conducted on-site, but does not include restaurants, retail bakeries, eating and drinking establishments, or small-scale craft production accessory to a retail use.

Food truck commissary. A facility used for the servicing, supply, storage, preparation, and support of mobile food vendors, including the storage of food, beverages, and supplies; cleaning and sanitizing of equipment and utensils; disposal of liquid and solid waste; potable water replenishment; fueling or battery charging where permitted; overnight parking of mobile food vending trucks; and related commissary functions required to support mobile food operations.

Fortunetelling. Means the telling of fortunes, forecasting of future events, or furnishing of any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power, including, but not limited to, clairvoyance, clairaudience, cartomancy, psychometry, phrenology, tea leaves, or other reading, seership, prophecy, augury, astrology, palmistry, life reading, mind reading, fortunetelling by handwriting analysis, spirit photography, spirit writing, spirit materialization, character reading, necromancy, telepathy, card reading, talisman, magnetized article or substance, crystal gazing, or magic of any kind or nature.

Fowl. All birds, domesticated or wild, kept or maintained for any purpose.

Freeway-oriented business. See "Business, freeway-oriented."

Friable. A condition that allows soil to be easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

Front lot line. See "Lot line, front."

Front setback. See "Setback, front."

Front yard. See "Yard, front."

Funeral parlor. See "Mortuary."

G. Definitions, "G".

Garage. An enclosed attached or detached accessory structure that is primarily used for the parking or temporary storage of automobiles by the occupants of the primary structure(s). It may include space for storage, workshops, and home occupations.

Garden supply store. ~~An establishment engaged in the wholesale or retail sale of ornamental plants and other nursery products, including sales outside and within a building. Garden supply stores do not include the sale of house plants or other nursery products entirely within a building, which is considered to be general retail.~~See "Commercial Nursery"

Gas station. "See Service Station."

General Plan. The City's statement of goals, ~~and~~ policies, and actions adopted by the City Council as a long-range, comprehensive guide to the City's growth and development.

General retail. A retail establishment that sells a variety of merchandise and is not otherwise identified in this chapter as a unique retail use, including but not limited to antique stores, bookstores, drugstores, hobby shops, secondhand stores, retail bakeries, hardware stores, appliance and electronics stores and any use of like kind or character.

Golf course. A commercial recreational facility that provides at least nine holes for playing the game of golf and is improved with tees, greens and fairways. A golf course may include accessory uses such as a clubhouse.

Golf course, miniature. An outdoor theme-oriented recreational facility, typically comprised of nine or 18 putting greens, each with a "cup" or "hole," where patrons in groups of one to four pay a fee to move in consecutive order from the first hole to the last.

Good neighbor standards. Objective standards governing site and building locations, landscaping, lighting, parking, and business operations that are intended to minimize adverse impacts on adjacent uses and conflicts between a use and surrounding neighborhoods.

Government facility. Any facility owned and operated by the City, county, State or federal government, regardless of the use. Any use that is listed as an allowed use for a given district may be provided as a government facility, even if the district does not list "government facility" as an allowed use.

GPM. Gallons per minute.

Grade. The average finished ground level at the center of all the exterior walls of a building or structure.

Graywater. Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

Gross floor area. The area within the inside perimeter of a building's exterior walls, including corridors, stairways, closets, the thickness of interior walls, columns and other features. The gross floor area shall not include vent shafts, interior courtyards, or any area used for off-street vehicle parking or loading.

Ground cover. Plants, other than turf grass, normally reaching an average maximum height of not more than two feet at maturity.

Ground floor unit. A residential unit located on the ground floor of building, with direct access to the street or indirect access from the main building entrance through a hall or corridor.

Ground–mounted antenna. Any antenna that is attached to a support structure resting on the ground, and that has an overall height not greater than 10 feet above the finished grade at the base of the structure. This definition includes the types of antennas that are sometimes referred to as "post mounts" and "ground builds."

Group homes. A private residence that provides foster care to children, housing ~~for the mentally or physically handicapped or chemically dependent~~ for people with cognitive or mobility disabilities, or persons with substance use disorders.

Guns and ammunition sales. Any premises or portion thereof used for the sale, vending, dealing, exchange or transfer of firearms and ammunition.

Gym. A fitness center or health club that provides exercise machines, free weights, rooms for classes, group exercises, yoga, or indoor cycling, or a swimming area for use by clients.

H. Definitions, "H".

Hardscape. Decorative materials used within required landscape areas such as ~~mulch,~~ garden walkways, decorative pavers (pervious or non-pervious), paved patios or courtyards, fountains or statues, boulders, decorative rock (e.g. decomposed granite, pea gravel, river rock), and dry riverbed swale features. Other materials not listed are subject to the approval of the Director of ~~Community~~ Development Services.

Hazardous waste. Any refuse or discarded material that has the potential to cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Hazardous waste facility. Any structure, appurtenances and/or improvements on the land, and all contiguous land, used for treatment, transfer, storage, resource recovery, disposal or recycling of hazardous waste, including the following: (1) Hazardous Waste Landfill. A disposal facility or part of a disposal facility where hazardous waste is placed in or on land that is not a land treatment facility, a surface impoundment, or injection treatment well (Title 22, Section 66123, CCR); (2) Land Farming (Land Application, Land Spreading). A treatment technique that involves spreading waste on land and utilizing evaporation and microbial action to degrade wastes. Used primarily for crude oil waste; (3) Off-Site Hazardous Waste Facility. An operation involving the handling, treatment, storage or disposal of hazardous waste at a site physically separate from the site where the waste was generated; at a site not owned by, or leased to the producer of the waste; or at a site that receives waste from more than one generator; (4) On-Site Hazardous Waste Facility. An operation involving the handling, treatment, storage or disposal of hazardous waste on land owned by, or leased to the waste producer, at or next to the site of waste generation, and that receives hazardous waste projected only by the generator; (5) Residuals Repository. A hazardous waste facility that only accepts treated hazardous waste, meets all applicable federal and state regulations, and holds a hazardous waste facility permit; (6) Specified Hazardous Waste Facility. An off-site hazardous waste facility that accepts waste from more than one producer of hazardous waste (Section 25199.1(m), HSC). For the purpose of the city's hazardous waste management plan, a household hazardous waste collection center with a capacity less than fifty drums of waste is not considered a specified hazardous waste facility and is not subject to the requirements specified thereto; (7) Storage Facility. An off-site or on-site hazardous waste facility where hazardous wastes are maintained for a period greater than ninety-six hours (Section 25123.3, HSC); (8) Surface Impoundment. A facility, or part of a facility, which is a natural topographic depression, man-made excavation, or diked area formed primarily of earthen materials (although it may be lined with man-made materials), which is designed to hold an accumulation of liquid wastes containing free liquids, and is not an injection well. Examples of surface impoundments include holding, storage, settling and aeration pits, ponds and la-goons (Title 22, Section 66200, CCR); (9) Transfer Station. Any hazardous waste facility where hazardous wastes are loaded, unloaded, pumped or packaged (Title 22, Section 66122, CCR); (10) Treatment Facility. Any facility at which hazardous waste is subjected to treatment, or where a resource is recovered from a hazardous waste; or (11) Waste Pile. Any non-containerized accumulation of solid, non-flowing hazardous waste used for treatment or storage (Title 22, Section 66160, CCR).

Hazardous waste treatment and disposal facility. All structures, other appurtenances and improvements on the land used for treating, storing, or disposing of hazardous waste, including all operations or storage areas, diked overflow, or emergency spillway areas. A hazardous waste disposal facility may consist of several treatment, storage or disposal operational units; it includes all areas where hazardous waste may be received, stored, handled or processed.

Hedge. A barrier formed by branches, shrubs, or small trees growing close together in a line with ~~interwoven~~ overlapping branches.

Height, building or structure. The height measured in accordance with the requirements of Section 20.~~10.030~~103.050 (Measuring Height) of this Title.

Heliport. An area designed to be used for the landing or takeoff of helicopters including operations facilities, such as maintenance, loading and unloading, storage, fueling, or terminal facilities.

Henhouse. A small structure located within the coop where chickens sleep (roast) and lay eggs; the equivalent to a dog house.

Historic integrity. The authenticity of a landmark or landmark site's historic identity, evidenced by the survival of physical characteristics, such as location, design, setting, materials, workmanship and overall character, that

existed at the time of the construction or events that make the landmark or landmark site historically significant.

Hookah lounge/bar. An establishment where patrons communally smoke flavored tobacco.

Hospital. A medical facility engaged primarily in the provision of diagnostic services and extensive medical treatment, including surgical services and inpatient beds.

Hotel. A facility containing seven or more guestrooms that provides paid lodging on a short-term basis. The term "hotel" may be used interchangeably with the term "motel."

Household hazardous waste collection center. A collection center operated by a public agency, or its contractor, for the purpose of collecting, handling, treating, storing, recycling, or disposing of household hazardous waste. Household hazardous waste collection facilities include permanent household hazardous waste collection facilities, temporary household hazardous waste collection facilities, recycle-only household hazardous waste collection facilities, curbside household hazardous waste collection programs, door-to-door household hazardous waste collection program or household hazardous waste residential pickup service, and mobile household hazardous waste collection facility. ~~with a capacity less than 2,750 gallons of hazardous waste, which accepts household hazardous waste from residents, including, but is not limited to, paint, waste oil, thinners, sol-vents, and household cleansers. In approving such a use, the final approving authority may impose special operational conditions, requirements or standards, as it deems necessary to ensure the public health, safety and general welfare~~.

Household, extremely-low-income. "Extremely-low-income household" means persons and families whose income does not exceed the qualifying limits for extremely-low-income families, as established and amended from time to time and published by the State of California.

Household, lower-income. "Lower-income household" means persons and families whose income does not exceed the qualifying limits for lower-income families, as established and amended from time to time and published by the State of California.

Household, moderate-income. "Moderate-income household" means persons and families whose income does not exceed the qualifying limits for moderate-income families, as established and amended from time to time and published by the State of California.

Household, very-low-income. "Very-low-income household" means persons and families whose income does not exceed the qualifying limits for very-low-income families, as established and amended from time to time and published by the State of California.

Hydro zone. A portion of landscaped area having plants with similar water needs and rooting depth. A hydro zone may be irrigated or non-irrigated.

I. Definitions, "I".

Incidental use. A use or structure clearly incidental to and customarily found in connection with an established primary use of a site, or of a building located on the same site. The terms "incidental use" and "accessory use" shall be used interchangeably within this Title.

Income (household), very low. A household whose gross income does not exceed 50 percent of the area median income for San Bernardino County, adjusted for family size, as published and periodically updated by the U.S. Department of Housing and Urban Development and the State Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

Income (household), low. A household whose gross income does not exceed 80 percent of the area median income for San Bernardino County, adjusted for family size, as published and periodically updated by the U.S. Department of Housing and Urban Development and the State Department of Housing and Community Development pursuant to Section 50079.5 of the California Health and Safety Code.

Income (household), lower. A household whose gross income falls under the categories of extremely low income, very low-, or low-income as those terms are defined in this glossary.

Income (household), moderate. A household whose gross income does not exceed 120 percent of the area median income for the San Bernardino County, adjusted for family size, as published and periodically updated by the State Department of Housing and Community Development pursuant to Section 50093 of the California Health and Safety Code.

Indoor shooting range. A building, designed and operated for the discharge of firearms at stationary or moving targets for purposes of sport shooting, marksmanship training, firearms instruction, or recreational use, including accessory classrooms, safety briefing rooms, equipment rental, and incidental retail sales of shooting-related supplies. An indoor shooting range does not include outdoor shooting ranges or retail firearms sales.

Infill. Development on a site within the City's urbanized area that has been previously developed for urban uses or is located adjacent to parcels that are developed with urban uses, can be served by all required utilizes and public services, and a minimum of 75 percent of the surrounding land is developed with urban uses.

Infiltration rate. The rate of water entry into the soil, expressed as a depth of water per unit of time (inches per hour).

Invasive plant species. Species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by the county agricultural agencies as noxious species. List of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

IPH. Inches per hour.

Irrigation Audit. An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "Watersense" labeled auditing program.

Irrigation efficiency. The measurement of the amount of water beneficially used, divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of the *Landscaping* Chapter is 0.75 for overhead spray devices and 0.81 for drip systems.

Irrigation survey. An evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.
Irrigation system. A permanent, artificial watering system designed to transport and distribute water to plants.
Irrigation water use analysis. A review of water use data based on meter readings and billing data.

J. Definitions, "J".

Junior accessory dwelling unit. A unit that is no more than 500 square feet in size and contained within or attached to a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. This definition shall be interpreted as consistent with the definition for "junior accessory dwelling unit" in Government Code § 65852.22.
Junk. Any worn-out, cast-off or discarded articles or materials that are ready for destruction or have been collected or stored for salvage or conversion to some other use. Any article or material that can be used for its original purpose as readily as when it was new with only reconditioning, and without any other changes or alterations, shall not be considered junk.
Junk yard. The primary or accessory use of a site for the dismantling or wrecking of automobiles or other motor vehicles or machinery, or for the storage or keeping of junk, including scrap metal or other scrap materials.

K. Definitions, "K".

Kennel. An establishment licensed to operate a facility providing shelter and care for domestic animals (e.g., cats and dogs), including exercising, feeding, grooming services and incidental medical care, on a commercial basis for a period not to exceed 48 hours, ~~where 5 or more animals are boarded, maintained, kept for hire, or trained.~~ The term "kennel" includes for-profit establishments, such as a pet boarding service, as well as nonprofit and charitable organizations, such as an animal shelter. The term "kennel" does not include animal sales and services establishments providing limited boarding services,, pet clinics or animal hospitals or veterinarians, provided that all animals in those facilities are housed indoors.
Kiosk. See "Cart."
Kitchen. Any room or space used or intended for cooking or preparation of food.

L. Definitions, "L".

Land use. An activity conducted on a site or in a structure, or the purpose for which a site or structure is designed, arranged, occupied or maintained.
Landmark. Any site, including buildings, structures, furniture, signs, works of art, natural features, trees, permanent landscaping or other objects, that has special historic interest or value, and that has been designated as a landmark as provided in this chapter.
Landmark site. The site on which a landmark is situated, and any abutting land used by and constituting part of the landmark's premises; or any site designated as a landmark.
Landscape Architect. A person licensed to practice landscape architecture as defined in California Business and Professions Code, Section 5615.
Landscape Area. All planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance (MAWA) calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

Landscape contractor. A person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

Landscape Documentation Package. The documents required under Section 20.~~19~~508.030 (Landscape Documentation Package).

Landscape irrigation audit. A process to perform site inspections, evaluate irrigation systems and develop efficient irrigation schedules.

Landscape material sales. A wholesale or retail establishment that sells unpackaged landscape material such as rocks, gravel and bark. The term "landscape material sales" does not include garden supply stores, which are separately defined.

Landscape project. Total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under ~~20.19.020.~~Chapter 20.508 (Landscaping).

Landscape water meter. An inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

Landscaping. Any combination of living plants (such as turf, ground cover, shrubs, vines, hedges or trees) and nonliving landscape material (see Hardscape).

Large family day care home. See "Family day care home, large."

Large format retail sales. Retail establishments with over 35,000 square feet of sales area that sell merchandise and bulk good for individual consumption, including membership warehouse clubs, where sales of grocery items do not occupy more than 25 percent of the floor area. Retail sales may be combined with other services, such as automatic teller machines (ATMs), optical services, financing services, pharmacies, food services, equipment rental, and small item repairs, which may be provided by subtenants or by the retail establishment itself.

Lateral line. The water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

Laundry or dry-cleaning plant. A service establishment that is primarily engaged in high-volume laundry and garment services, including dry-cleaning and garment pressing, linen suppliers, uniform services, diaper services, industrial laundries, and carpet and upholstery cleaners. The term "laundry or dry-cleaning plant" does not include facilities that are considered "personal services," including coin-operated laundries and dry-cleaning stores where the dry-cleaning does not occur on site.

Level 2 EV charging station. For Level 2, the EV charging station must be capable of supplying 208/240V alternating current at 40 amperes or greater.

Level 3 EV charging station. For Level 3, the EV charging station must be capable of over 400V of direct current for fast charging of 50 to 350 kilowatts.

Library. A public, quasi-public or privately-owned facility that is open to the public for the use, but not sale, of literary, musical, artistic or reference materials. A library may sell used books as an incidental use for fund-raising purposes.

Live/Work Units. Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

Livestock. Larger animals traditionally kept for use on a farm, including but not limited to pigs, sheep, goats, equine and bovine animals such as horses and cows, and ratites such as ostriches and emus.

Living area. The interior habitable area of a dwelling unit, including finished basements and attics but not including garages or accessory structures.

Loading space. A space or berth that is on the same site with a building or contiguous to a group of buildings; that is designed for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials; and that can be accessed from a street or alley.

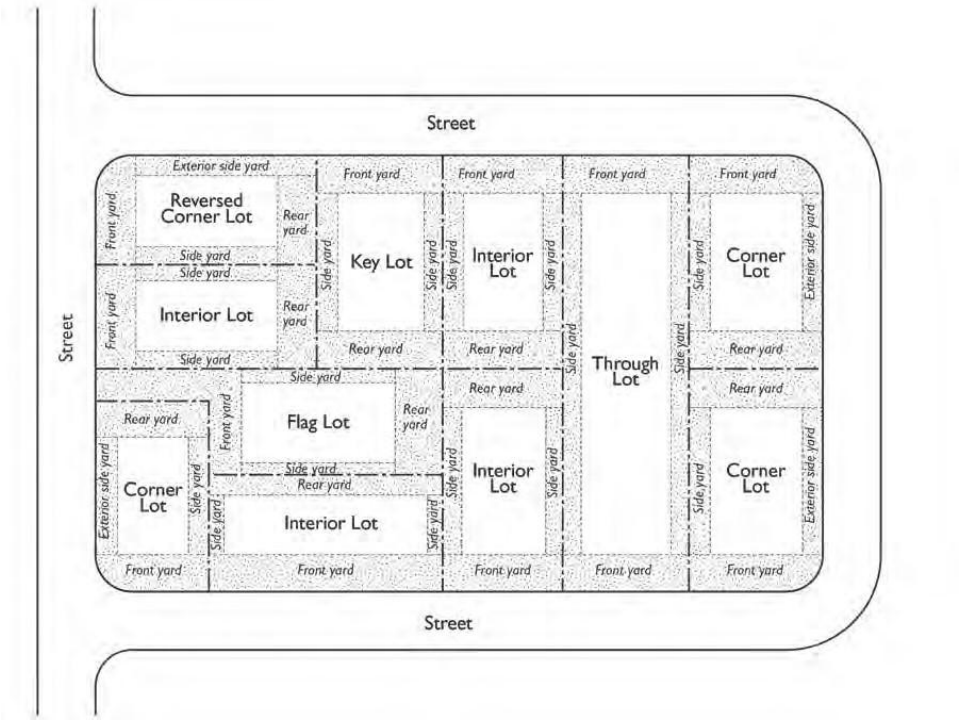
Local water purveyor. Any entity, including a public agency, city, county, or private water company that provides retail water service.

Lodge. See "club."

Lot. A recorded lot or parcel of real property, lawfully created in accordance with all applicable requirements of the Subdivision Map Act and of this Code. Lot types include the following; they are illustrated in Figure 20.701-2.

- *Abutting lot.* A lot having a common property line or separated by a public path or lane, private street, or easement to the subject lot.
- *Corner lot.* A lot located at the intersection of two or more streets having an angle of intersection of not more than 120 degrees If the angle of intersection is more than 120 degrees, the lot shall be considered an interior lot.
- *Lot, reversed corner.* A corner lot, the rear of which abuts the side of another lot, whether across an alley or not.
- *Double-frontage lot.* A lot that has frontages on two streets that do not intersect, not including alleys, and that has the right of access to both streets.
- *Flag lot.* A lot that has no frontage on any street except for a narrow access strip, and that has boundaries such that another lot is located between the main portion of the flag lot and the street.
- *Interior lot.* A lot abutting only one street.
- *Through lot.* A lot having frontage on two parallel streets or a lot that is not a corner lot that has frontage on two streets, each of which may provide access to the lot.

FIGURE 20.701-2 LOT AND YARD TYPES



Lot area. The total area included within the lot lines of a parcel of land.
Lot coverage. The total area of a site covered by buildings, accessory buildings, structures and covered patios. For structures that have walls, the site coverage is measured based on the perimeter of the exterior wall. For structures with no walls, such as a patio cover, the site coverage is measured based on the dimensions of the overhead canopy.
Lot depth. The horizontal length of a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line.
Lot line types:

- *Front lot line, front.* In the case of an interior lot, "front lot line" means a line separating the lot from the ~~street~~ public right-of-way; and in the case of a corner lot, "front lot line" means a line separating the narrowest street frontage of the lot from the right of way.
- *Rear line, rear.* A lot line that is opposite and most distant from the front lot line. If the lot has an irregular or triangular shape, the rear lot line shall be a line within the lot at least 10 feet in length, located parallel to the front lot line and as far as possible from the front lot line
- *Side lot line.* Any lot line other than the front or rear lot line.

Lot width. The distance between the side lot lines, measured at the minimum front yard building setback line, parallel to the street.
Lounge. See "Bar."
Low-Head Drainage. Drainage from a sprinkler that is caused by water flowing down an irrigation system from a higher level of elevation.
Low-impact personal services. See "Personal services, low-impact."
Lower-income household. See "Household, lower-income."
Low volume irrigation. The application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

M. Definitions, "M".
Machine shop. A facility for the production or assembly of metal parts, not including shops that use casting, smelting, drop hammers or punch presses.
Main building. See "Building, main."
Main line. The pressurized pipeline that delivers water from the water source to the valve or outlet.
Manufactured home. ~~In accordance with Section 18007 of the Health and Safety Code, "manufactured home" means a~~ A structure constructed on or after June 15,1976 that is transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in the home; except that this term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under this part. "Manufactured home" includes a mobile home, subject to the National Manufacturing Housing Construction and Safety Act of 1974 (42 U.S.C., Section 5401 et seq).
Manufacturing and processing, general. Any establishment engaged in any of the following activities within enclosed structures: manufacturing or compounding of raw materials, manufacturing of finished products or parts from predominantly previously prepared materials, fabrication, assembly, processing or distribution. This classification includes operations such as agriculture processing; biomass energy conversion; production

apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive and heavy equipment manufacturing.

- *Manufacturing and processing, heavy*. The manufacture or compounding process of raw materials. These activities or processes would necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. These activities may involve outdoor operations as part of their manufacturing process.
- *Manufacturing and processing, light*. The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing and custom manufacturing. These activities exclude "Food and beverage production."
- *Manufacturing and processing, outdoor*. Manufacturing facilities, usually classified as heavy industrial uses, which are located outdoors. ~~and may produce negative impacts to adjacent properties~~.

Marquee. A permanent structure other than a roof that is attached to, supported by and projecting from a building and that provides protection from the elements.

~~*Massage.* Any method of pressure on, or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external parts of the human body with the hands or with the aid of any mechanical or electrical apparatus or appliance, or with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, ointment, or other similar preparations commonly used in this practice.~~

~~*Massage establishment.* Any establishment having a fixed place of business where any individual, firm, association, partnership, corporation, or combination of individuals, engages in, conducts, carries on or permits to be engaged in, conducted or carried on, massages, or health treatments involving massage where fifteen percent or more of the floor area is used for such activities carried on in the establishment.~~

Massage technician. Any person who performs massage in exchange for anything of any value whatsoever, whether or not that person has a valid permit from the city.

Master shut-off valve. An automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

Maximum allowable density. The maximum number of dwelling units per acre as allowed under the General Plan Land Use Designation. Where an Affordable Housing Development is permitted by an overlay in a Land Use Designation that does not provide a residential density allowance, the maximum allowable density shall be calculated in reference to the residential density allowance designated in the Zoning Code for the overlay zone. In non-residential zones, the Maximum Allowed Density shall be the maximum number of dwelling units, without the inclusion of Density Bonus Units or associated incentives, concessions, waivers, and reductions, that can be developed on the site in substantial conformance with General Plan policies, and applicable Development Standards.

Maximum applied water allowance. For design purposes, the upper limit of annual applied water for the established landscaped area. The maximum applied water allowance (MAWA) is based upon the reference evapotranspiration, the evapotranspiration adjustment factor (ETAF) and the size of the landscaped area. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo)(0.62)[(ETAF x LA) + ((1-ETAF) x SLA)].

Mausoleum. See "Cemetery."

Maximum Applied Water Allowance (MAWA). For design purposes, the upper limit of annual applied water for the established landscape area as specified in Section 20.507.040.B of this Chapter *(Calculation of the Maximum Applied Water Allowance)*. The maximum applied water allowance is based upon the reference evapotranspiration, the ET adjustment factor, and the size of the landscape area.

Medical clinics ~~and labs~~. A facility, not including a hospital or medical laboratory, where medical, mental, dental, or other personal health services are provided. All services are provided on an outpatient basis.

Medical laboratory. A facility engaged in the analysis of biological specimens for diagnosis, treatment monitoring, screening, or other health-related purposes, including pathology, blood analysis, imaging-related testing support, and similar activities. The use may include specimen collection incidental to laboratory operations.

Medical marijuana. See "Cannabis." ~~Marijuana used for medical purposes, where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other serious medical conditions for which marijuana is deemed to provide relief as defined in subsection h of the California Health and Safety Code Section 11362 7.~~See

Medical marijuana dispensary. See "Cannabis Retailer (Dispensary)." ~~A facility or location where medical marijuana is made available to and or distributed by any of the following: a qualified patient, a person with an identification card, or a primary caregiver. Each of these terms is defined herein and shall be interpreted in strict accordance with California Health and Safety Code Sections 11362 5 and 11362 7 et seq as such sections may be amended from time to time.~~

Medical and dental o~~O~~ffice. Offices of individual practitioners, firms, or organizations providing consultation, diagnosis, therapeutic, prevention, or corrective person treatment services by ~~medical services and containing medical professionals such as~~ physicians, dentists, chiropractors, optometrists or other similar medical professionals or practitioners of the healing arts with supporting staff as appropriate licensed by the Strate of California. This classification includes medical or dental laboratories incidental to an office use.

Meeting facility. Any facility for public or private meetings, excluding commercial entertainment facilities. Meeting facilities include community centers, clubs, lodges, houses of worship, auditoriums, union halls and other uses of like kind or character.

Metalwork. Any manufacturing or repair use that involves the production, assembly or dismantling of metal parts, including machine shops, welding shops and sheet metal shops.

Micro-brewery. A State-licensed commercial facility for manufacture, blending, fermentation, processing, and packaging of malt liquor that produces less than 10,000) barrels (310,000 gallons) of beer annually. It may be a stand-alone facility or ancillary to a restaurant, such as a brewpub.

Micro-distillery. A State-licensed facility for the distillation, blending, bottling, and packaging of distilled spirits, including accessory tasting rooms, retail sales of products produced on-site, educational tours, and incidental food service with a maximum production of 25,000 gallons of distilled spirits annually.

Microclimate. The climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

Microgrids. A microgrid is a localized group of energy sources, including renewable energy, that can operate independently or in conjunction with the main electrical grid. Microgrids are typically designed to enhance energy resilience and reliability by providing backup power during outages or disturbances. They can include renewable energy generation (e.g., solar or wind), energy storage (e.g., batteries), and backup generators. Microgrids can be operated autonomously (islanding) or be connected to the main grid.

Mined-land reclamation projects. Any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Mini-storage facility. See "Self-storage facility."~~A building or group of buildings in a controlled access compound that contains varying sizes of individual, compartmentalized and controlled access stalls or lockers for self-service storage of customers' goods.~~

Mixed-use development. A development that provides both residential and nonresidential uses. A mixed-use development may include vertical mixed use, with residential units located above nonresidential uses, as well as horizontal mixed use, with residential units located behind nonresidential uses. It also may include a mix of nonresidential uses, such as offices over groundfloor retail space

Mobile food vendor. ~~Any food service establishment designed to be readily movable, including but not limited to carts, mobile kitchens, food truck, taco trucks and catering trucks, in which food is heated or otherwise prepared and then sold.~~ See "Mobile Vending Unit."

Mobile home. ~~In accordance with Section 18008 of the Health and Safety Code, "mobile home" means a~~ A structure, constructed prior to June 15, 1976, transportable in one or more sections, designed and equipped to contain not more than two dwelling units to be used with or without a foundation system. The term "mobile home" does not include a recreational vehicle, commercial coach or manufactured housing.

Mobile home park. A residential development designed and developed for occupancy by mobile and manufactured homes. Home sites (spaces) within a mobile home park may be rented or leased by park residents, or the park may be owned in common by all residents.

Mobile vending unit. A vehicle (e.g. truck, trailer, or wagon) or structure not permanently fixed to a permanent foundation that may be moved under its own power, moved by hand, towed by a motor vehicle, or carried upon on or in a motor vehicle or trailer. A mobile vending unit does not include news racks or vending machines but does include mobile vending food preparation units and vehicles, such as "taco trucks."

Moderate-impact personal services. See "Personal services, moderate-impact."

Moderate-income household. See "Household, moderate-income."

Mortuary. Any funeral home or parlor where the deceased may be prepared for burial or cremation, funeral services may be conducted and cremation may occur. A mortuary may include funeral merchandise sales as an accessory use.

Motel. See "hotel."

Motion Picture Production and Distribution Services. Facilities which include indoor, outdoor, or both indoor and outdoor facilities for the production and/or distribution of motion pictures, television, video, music, or other media. Motion picture production and distribution service facilities may include outdoor sets, backlots, indoor workshops and craft shops. Warehouse-type soundstage facilities for the production and use of indoor sets may also be considered motion picture production and distribution services.

Mulch. Any processed organic material such as shredded leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

Multiple-family dwelling. See "Dwelling, multiple-family."

Multiple-tenant building. A shopping center, office complex or any other nonresidential development where multiple tenants share a building or complex of buildings.

Mural. A work of graphic art on an exterior building wall that may or may not contain a commercial logo or trademark but does not serve to advertise any business, product, activity, service, interest, or entertainment. A mural is not a sign, subject to Title 16 (Signs).

Museum. A building having public significance by reason of its architecture or former use or occupancy or a building serving as a repository for a collection of natural, scientific, or literary curiosities or objects of interest, or works of art, and arranged, intended, and designed to be used by members of the public for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods to the public as gifts or for their own use.

N. Definitions, "N".

NIER professional. A certified professional electrical engineer, health physicist or other technical expert with an understanding of NIER and its health effects. An NIER professional must have substantial professional experience performing environmental measurements of radio frequency (RF) exposure and preparing RF environmental evaluation reports for a variety of entities.

Natural resource extraction. The extraction, quarrying, and preparing of minerals removed from the earth and the operation or development of oil and gas fields and wells.

Neighborhood equestrian trail. A trail developed for the use of equestrians in rural residential neighborhoods, which may or may not be connected to other equestrian trails.

Net acre. A net acre is 43,560 square feet of land area, exclusive of ultimate rights-of-way for expressways, arterials, and collector streets and land dedicated for public open space, but including land for local public and private streets, alleys, and easements.

New construction. For the purposes of landscaping described in Chapter 20.~~19~~507 (Landscaping), a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

Nightclub. A commercial establishment dispensing alcoholic beverages for consumption on the premises and in which dancing and musical entertainment are permitted.

Nonconforming building. See "Building, nonconforming."

Nonconforming lot. A lot that does not conform to the development standards, including area and width regulations, of the district in which it is located or that does not conform to subdivision regulations.

Nonconforming use. A use that lawfully occupied a building or land at the time the use was established, but that no longer conforms with the use regulations of the district in which it is located.

Noncontributing feature. See "Feature, noncontributing."

Non-ionizing electromagnetic radiation (NIER). Electromagnetic radiation is associated with the extra low frequency, radio, microwave, infrared and visible light portions of the electromagnetic spectrum.

Nonprofit organizations and human services. Facilities other than offices providing a human service directly to the adjacent community, such as food banks, blood banks, employment training, homeless services, etc.

Non-residential landscape. Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

Non-traditional financial institutions. Establishments engaged in short-term lending and buy-back activities in which customers take part in one-time or infrequent transactions and do not open long-term accounts. Typical uses include check cashing services, payday lenders, auto title loans, cash for gold dealers, and similar activities.

Nursery. See "D~~Child d~~ay care center."

O. Definitions, "O".

Objective design standard. A design standard that involves no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal.

Occupancy. The use of a structure, or any portion of a structure, by an owner or tenant.

OFA (object free area). A two-dimensional ground area surrounding runways, taxiways and taxi lanes, which is completely clear of objects, excepting those whose location is fixed by function.

Office~~, professional~~. An office used by persons, organizations or public agencies who provide business, executive, managerial, administrative, design, or professional services, including but not limited to accountants, architects, dentists, doctors, engineers, lawyers, and real-estate agents. The term "~~professional~~ office" shall not include any facility that provides ~~intensive~~ medical treatment or overnight lodging for persons, such as a hospital; any facility that provides permanent or temporary boarding of animals, such as a veterinary office or kennel; any use that is considered a "personal service," as defined in this chapter; or any adult-oriented business.

Open porch. A landing or platform providing a transition from the interior to the exterior of a structure that is covered with a roof and open on two or more sides.

Open space, common. A usable open space that is shared by all of the residents of a residential development.

Open space, private. A usable open space that is available only to the residents of a single dwelling unit.

Open space, usable. An outdoor space that includes landscaping or other features which provide for active or passive recreation, including any ornamental landscaping that is a part of the outdoor space. Parking and loading areas, service areas, driveways, walkways and areas that provide access to dwelling units shall not be counted as usable open space.

Operating pressure. The pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

Operator. Any person or organization that controls the operation and maintenance of a facility.

Outdoor Sports Courts, Private. Any private, outdoor recreational facility on residentially-zoned property, ancillary to the primary dwelling unit, requiring fencing and lighting, and for the sole use of the occupants of the premises and their guests, including but not limited to tennis courts, basketball courts, and soccer fields, but excluding pools and driveways used exclusively for access to a garage.

Outdoor storage. See "Storage, outdoor."

Outdoor vendor. A person who sells or displays for sale any type of goods or services on private property, but not within a structure constructed on a permanent foundation. Outdoor vendors include persons operating "Mobile vending units" and also selling from carts and wagons. Persons engaged in a business conducted from a structure constructed on a permanent foundation, including kiosks, that involves outdoor display, sale, or storage of the same type of goods sold as part of the primary business activity shall not be considered outdoor vendors.

Overhead sprinkler irrigation systems. Systems that deliver water through the air (e.g., spray heads and rotors).

Overspray. The irrigation water which is delivered beyond the target area.

P. Definitions, "P".

Paint and auto body repair. Establishments engaging in the repair, alteration, restoration, painting or finishing of automobiles, trucks and other vehicles as a primary use.

Park or playground. A non-commercial public outdoor recreational facility that provides active or passive recreational opportunities.

Parking area, public. An open area, other than a street or alley, that is paved or otherwise surfaced; used for parking and storage of vehicles; and available for public use, whether for free or for compensation, or as an

accommodation for patrons, customers or clientele of a business, professional office or other commercial enterprise.

Parking garage. Any building or structure, other than a garage on the premises of and used exclusively by a single-family dwelling, that is used for the parking or storage of vehicles, whether for free or for compensation.

Parking lot. Any property used temporarily or permanently for parking or storage of vehicles of any type in exchange for compensation, or as an accommodation for patrons, customers, or clientele of a business, professional office, or other commercial enterprise.

Parking space. A space within a parking lot, parking garage, building or other designated parking area that is designated for the temporary parking or storage of one vehicle or bicycle.

Parkway, landscaped. The landscaped area between a ~~sidewalk~~ right-of-way line and the curb or traffic lane. This area is planted with or without pedestrian egress and may include a sidewalk~~.~~

Patio. A paved area adjacent to a building that is intended for people's recreational use that is not used for vehicle parking and that is separated from parking areas by landscaping or other physical barriers.

Patio, covered. A patio that includes an impermeable roof or canopy.

Pawn shop. A facility that lends money at a specified rate of interest on articles of personal property left as security.

Payday advance. An establishment that is not a bank and provides services such as short-term loans, unsecured loans (signature loans), and auto-title loans intended to cover a borrower's expenses until his or her next payday.

PD Plan. See "Planned development plan."

Permit, administrative. See "Administrative permit."

Permit, use. See "~~Use~~ Conditional use permit."

Personal services. An establishment other than a professional office that provides services to individuals as a primary use, which tends to create minimal adverse impacts on its surroundings, and that may provide accessory retail sales of products related to the services provided. Typical uses include, but are not limited to beauty and barber shops, shoe repair shops, tailor shops, dry-cleaning services with no on-site dry-cleaning equipment~~, laundromats~~, tanning salons, photocopying and photo finishing services, and travel agencies mainly intended for the consumer and other uses of like kind or character. This term does not include gyms, exercise clubs, or studios offering performing arts, martial arts, physical exercise, or yoga training and similar types of instruction, adult-oriented businesses, or massage establishments.

Personal Services, Restricted. An establishment other than a professional office that provides services as a primary use which are typically limited by specific use attributes or appearance, including but not limited to ~~tattoo parlors, body piercing~~, pawnshops, spas and hot tubs for hourly rental, ~~massage establishments,~~ and adult oriented businesses as defined in Title 5 of the Municipal Code.

Pervious. Any surface or material that allows the passage of water through the material and into the underlying soil.

Pharmacy. A professional office where medications are dispensed by licensed pharmacists.

Pistol, skeet, rifle and archery ranges. A facility designed or used for shooting at targets with rifles, pistols, shotguns or bow and arrow.

Places of worship, community scale. A place of worship having a seating capacity of less than one thousand five hundred persons in the sanctuary or main activity/assembly area.

Places of worship, large storefront. A place of worship located in a structure not typically used for such purposes or activities, such as a commercial shopping center, commercial offices, or business park having a seating capacity of one hundred or more persons in the sanctuary or main activity/assembly area.

Places of worship, regional scale. A place of worship having a seating capacity of one thousand five hundred or more persons in the sanctuary or main activity/assembly area.

Places of worship, small storefront. A place of worship located in a structure not typically used for such purposes or activities, such as a commercial shopping center, commercial offices, or business park having a seating capacity of less than one hundred persons in the sanctuary or main activity/assembly area.

Planned development plan. A Planned Development (PD) plan is the comprehensive plan required for development in a PD Planned Development zoning district.

Plant factor. A factor that when multiplied by referenced evapotranspiration, estimates the amount of water used by plants. For the purposes of this Chapter, the plant factor range for: very low water use plants is 0 to 0.1; low water use plants is 0.1 to 0.3; moderate water use plants is 0.4 to 0.6; and high-water use plants is 0.7 to 1.0. Plant factors cited in Chapter 20.~~19~~507 (Landscaping) are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

Plant water use factor. See "Plant factor."

Playground. See "Park or playground."

Porch. A 1-story structure attached to a building that has no floor space located above it, and with at least one side that is not enclosed by a vertical wall, window or screening material.

Potable Water. Water meant for human consumption that is treated to legal standards for human consumption.

Pot-bellied pig. Pot-bellied pig shall mean a domesticated miniature Vietnamese, Chinese or Asian pot-bellied pig not exceeding 90 pounds in weight and 18 inches in height (measured at the shoulder) and characterized by a swayed back and straight tail.

Poultry. Domestic fowl including chickens, cocks, turkeys, ducks, geese, guinea fowl, and game birds raised or kept for eggs, meat, or hobby use.

Pre-existing. Existing before the effective date of the ordinance updating or amending Title 20 of the Chino Municipal Code.

Pressure Regulator. A device used in sprinkler systems for radius and high-pressure control.

Primary dwelling unit. See "Dwelling unit, primary."

Primary frontage. The street frontage that provides the main pedestrian access to a site and where the principal building entrance is located. The primary frontage may include driveways or driveways and access to parking may be provided on the side or rear from a secondary frontage.

Primary use. An activity or combination of activities that comprise one of the main purposes for which the land or structures are intended, designed or ordinarily used. A site may have more than one primary use.

Private open space. See "Open space, private."

Project. Any proposed development for a site.

PSI. Pounds per square inch.

Public parking area. See "Parking area, public."

Public safety facility. A facility operated by a public agency for the purpose of protecting public safety, including but not limited to fire stations and other fire-fighting facilities, police stations and ambulance dispatch facilities.

Public storage facility. A business comprised of any more than one small, compartmentalized storage structures for individual access, for rental or sale and designed to meet temporary storage needs.

Public view. Structures or activities seen by a person travelling or walking in a public right-of-way or in a public park from eye height.

Q. Definitions, "Q".

Qualified Applicant. An applicant who submits a complete application that includes all of the information required by this Title or State law and meets the standards and criteria for approval as set forth in this Title or in State law. This term includes applicants who submit projects for streamlined ministerial approval and meet the minimum requirements set out in State law for such an approval.

Quonset Hut. A lightweight, prefabricated structure clad in corrugated galvanized iron, or other metal, with a semicircular cross section and ribbing supports.

R. Definitions, "R".

Radio frequency (RF). The measure of the amplitude of the radio wave on which a given signal is transmitted.

Rain sensor. A component which automatically suspends an irrigation event when it rains.

Rain sensing shutoff device. See "Rain sensor."

Ranch. A lot used primarily for the breeding of horses; raising of livestock; boarding only of horses, mules or ponies directly involved with current breeding or training activities; and ancillary sales and previews of livestock. Permanent housing for ranch employees shall be permitted as an accessory use to the ranch.

Rear lot line. See "Lot line, rear."

Rear setback. See "Setback, rear."

Reclaimed water. See "Recycled water."

Record drawing. A set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

Recording and Podcast Studio. An indoor facility for sound production, editing, post-production and administrative functions relating to motion pictures, podcasts, television, video, sound, computer and other media production. These facilities may include sound stages such as foley stages, recording studios, and other indoor facilities for the production of media in the above or similar formats.

Recreational area. Areas, excluding private single family residential areas, for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

Recreational Facility. Country clubs, riding stables, golf courses and other outdoor recreation areas and indoor recreational facilities or recreation centers, including but not limited to gyms and fitness centers, dance studios, indoor climbing facilities, bounce-ball centers, swimming pools and other facilities for recreation.

Recreational vehicle (RV). A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pick-up campers, truck campers, camping trailers, fifth-wheel trailers, motor homes, converted trucks or buses, boats and boat trailers, off-road vehicles and trailers used in their transport, personal watercraft and trailers used in their transport, and utility trailers.

Recreational vehicle living unit. A fully functional and operable motor home, fifth-wheel trailer, converted bus, or truck camper (camper mounted on a truck), or similar vehicle, designed for human habitation for recreational, emergency, or other occupancy, that contains one or more habitable rooms designed to be occupied by one family with facilities for living, sleeping, cooking, eating and sanitation.

Recycled Water. Treated or recycled wastewater of a quality suitable for non-potable uses, such as landscape irrigation and water features. This water is not intended for human consumption.

Recycling facility. A center for the collection and/or processing of recyclable materials certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act ~~of 1986~~, as amended. A recycling facility does not include storage

containers or processing activity on the premises of a residential, commercial or industrial use, and used solely for the recycling of material generated by the residential property, business or industry. For the purposes of these provisions, recyclable material shall mean reusable material, including, but not limited to metals, glass, plastic and paper intended for reuse, remanufacture or reconstitution for the purpose of using the altered form. Recyclable material may include used motor oil collected and transported in accordance with the California Health and Safety Code.

Recycling facilities, heavy processing. Any processing facility other than a light processing facility. Such a facility shall meet all requirements specified in this table for light processing facilities. In approving such a use, the final approving authority may impose special operational conditions, requirements or standards, as it deems necessary to ensure the public health, safety and general welfare.

Recycling facilities large collection. A center for the acceptance by donation, redemption or purchase, of recyclable materials from the public, that occupies an area of more than five hundred square feet, is not appurtenant to a host use and may use a permanent building. In addition, large collection facilities may have the capacity for aggregating and storing large amounts of material on-site.

Recycling facilities, light processing. A facility used for the collection and processing of recyclable materials that occupies less than forty-five thousand square feet of gross collection, processing and storage area; and has an average of up to two out bound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding, and sorting of source-separated recyclable materials, and repairing of reusable materials sufficient to qualify as a certified processing facility. The facility shall not shred, compact or bale ferrous metals, other than food and beverage containers. For the purposes of these provisions, "processing" means the preparation of materials for efficient shipment, or to an end-users specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and/or manufacturing.

Recycling facilities, material recovery facility (MRF). A facility that receives, processes and recycles municipal mixed solid wastes, commercial high-grade wastes (such as corrugated cardboard, newspaper, mixed papers, etc.), construction debris, commingled recyclable materials and green waste, and ships recovered recyclables and residual solid waste to market or disposal destinations. Such facilities typically include (1) Materials handling, sorting, processing and compacting equipment and facilities; (2) Shipping/hauling of sorted materials, either by truck or rail; (3) Administrative functions, such as office, employee and training areas; (4) Weighing of vehicles and collection of fees; and 5) Maintenance of vehicles and equipment.

Recycling facilities, reverse vending machines. An automated mechanical device that accepts one or more types of empty beverage containers, including, but not limited to, aluminum cans, glass and plastic bottles and issues a cash refund or a redeemable voucher. A reverse vending machine may sort and process containers mechanically, if the entire process is enclosed within the machine.

Recycling facilities, small collection. A center of not more than 500 square feet in area for the acceptance by donation, redemption or purchase, of recyclable materials from the public, and consisting of one or more of the following: (1) A Mobile Recycling Unit in the form of an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles, which is used for the collection of recyclable materials. A mobile recycling unit also means bins, boxes or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials; (2) A Bulk Reverse Vending Machine, larger than fifty square feet in area and is designed to accept more than one container at a time, paying by weight rather than by individual container; (3) A kiosk-type portable recycling unit which may include small permanent structures; or (4) Unattended containers placed for the donation of recyclable material.

Reference evapotranspiration. A standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year and is an estimate of the evapotranspiration of a

large field of four-to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

~~Rehabilitated~~ Rehabilitation Project, Landscape. Any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 20.508~~19~~.020 (Applicability).

Repair service facility. Any facility where electrical, electronic or mechanical equipment is repaired away from the premises of the customer. The term "repair service" does not include vehicle service or repair.

Repair service, small appliances. A repair service that repairs small household items, such as televisions and stereo systems.

Repair service, large equipment. A repair service that repairs large household items, such as refrigerators and air conditioners, or large commercial machinery.

Repair service, vehicle. See "Vehicle service or repair."

Required minimum setback. See "Setback, required minimum."

Research laboratory. A facility for scientific research, including pharmaceutical, chemical and biotechnology research, or the design, development and testing of electrical, electronic, magnetic, optical, computer or telecommunications components.

Residential care facility. Facilities that provide permanent living accommodations and 24-hour primarily non-medical care and supervision for persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including group homes for minors, persons with disabilities, people in recovery from alcohol or drug additions, and hospice facilities.~~In accordance with Section 1502 of the Health and Safety Code, "residential care facility" means any family home, group care facility or similar facility for 24-hour nonmedical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.~~

- ~~*Residential care facilities, large.* Housing that provides seven or more residents with a program of assisted-living services to deal with the activities and instrumental activities of daily living.~~
- ~~*Residential care facilities, small.* Housing that provides less than seven residents with a program of assisted-living services to deal with the activities and instrumental activities of daily living.~~
- *Residential care facilities, senior.* A housing arrangement chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person, where residents are 60 years of age or older and where varying levels of care and supervision are provided as agreed to at the time of admission or as determined necessary at subsequent times of reappraisal. This classification includes continuing care retirement communities and life care communities licensed for residential care by the State of California.
- *Hospice, General.* A facility that provides residential living quarters for more than six terminally ill persons.
- *Hospice, Limited.* A facility that provides residential living quarters for up to six terminally ill persons.

Residential landscape. Landscapes surrounding single or multifamily homes.

Restaurant. Any retail business that sells ready-to-eat food or beverages for on-premise or off-premise consumption.

Retail, general. A commercial enterprise that provides goods and/or services directly to the consumer where such goods are available for immediate purchase and removal from the premises by the purchaser.

~~*Retail, thrift and secondhand stores.* A profit or nonprofit business or organization that engages in or specializes in the sale or resale of previously owned or use goods and merchandise.~~

Retaining wall. A wall that is designed to resist lateral pressure and prevent the advance of soil or other materials.

Review authority. The City official or City body that is responsible, under the provisions of this chapter, for approving or denying a development review application, permit application or other request for official City approval.

Roof-mounted. Any object or equipment attached to the roof or the top-most level or levels of a building.

RPZ (runway protection zone). A two-dimensional ground area located beyond the runway ends used to enhance the safety of aircraft operations, as shown in the ACLUP prepared for Chino Airport.

Roof pitch. The slope of a roof, expressed as the ratio of the vertical rise to the horizontal run (e.g., 4:12, meaning a four inch rise for each 12 inches of horizontal distance).

Runoff. Water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a steep slope.

S. Definitions, "S".

Safety zone. An area located in the vicinity of an airport in which land use restrictions are established to protect the safety of the public. Safety zone is further de-fined as follows: (1) Safety Zone I, also known as the RPZ; (2) Safety Zone II (Outer Safety Zone), a three-dimensional area extending from the end of each runway, the center of which runs along an imaginary projection of the runway centerline, as shown in the ACLUP prepared for Chino Airport; (3) Safety Zone III (Traffic Pattern/Overflight Zone), an area consisting of the envelope of aircraft flight paths associated with aircraft take-off and landing (traffic pattern area), and the area used by aircraft for maneuvering to enter a pattern for landing (overflight area), as shown in the ACLUP prepared for Chino Airport.

Salvage yard. See "Junk yard."

San Bernardino County area median income. The median income published by the California Department of Housing and Community Development ("HCD") each year as required by California Code of Regulations, Title 25, Section 6932 and Health and Safety Code Section 50093, as amended.

Satellite antenna. Any device ~~incorporating a reflective surface that is solid, open mesh, or bar-configured to form a shallow dish, cone, horn or cornucopia~~ used to transmit or receive electromagnetic signals. This definition includes antennas that are sometimes called "SES," "TVRO," "TVBS" and "DBS."

Satellite dish. See "Satellite antenna."

School for personal enrichment and fulfillment. A facility offering instruction and/or study oriented toward one's personal growth, fulfillment and/or enrichment, such as arts and crafts, music, candle making, cooking, culinary arts, dance, fashion/textiles, pottery, quilting, etc. excluding tutoring.

School, private. An academic institution that is not operated under the authority of a public-school board or district. The term "private school" shall include only elementary, middle and high schools, as well as colleges and universities, and shall not include training or tutoring facilities.

School, public. An academic institution that is operated under the authority of a public-school board or district, including a charter school.

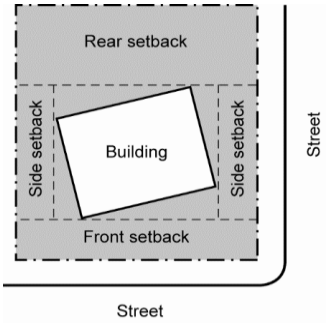
Secondary frontage. The street frontage of a lot that is not the primary frontage, usually on a corner or a through-lot.

Self-storage facility. A building or group of buildings in a controlled access compound that contains varying sizes of individual, compartmentalized and controlled access stalls or lockers for self-service storage of customers' goods, including novelties and collectibles.

Service station. Any building, structure, premise or other place used primarily for the retail sale and dispensation of motor fuels, lubricants and motor vehicle accessories, and the rendering of services and minor repairs to such vehicles, not including painting, body work or fender work. A gas station may include food and beverage sales, as well as a car wash, as an accessory use.

Setback. The minimum distance by which a building or structure must be separated from a lot line, as shown in Figure 20.~~24~~701-~~7~~3.

FIGURE 20.~~24~~701-~~37~~ SETBACK



- ~~*Setback*~~*Front setback.*~~, front.~~ A setback extending across the full width of the site, the depth of which is the distance between the front lot line and the foundation of any structure. The designation of the front setback of a corner lot shall be as described in the definition of the term "Lot line, front".
- ~~*Setback*~~*Rear setback*~~, rear~~. A setback extending across the 1full width of the site, the depth of which is the distance between the rear lot line and the foundation of any structure.
- *Required minimum s*~~S~~*etback*~~, required minimum~~. The smallest setback from any lot line that is allowed under the provisions of this chapter.
- *Side setback*~~, side.~~ A setback between the foundation of any structure and the side lot line, extending from the front setback to the rear setback. ~~The width of the side setback shall be measured horizontally from the nearest point of the side lot line to the nearest part of the foundation of any structure.~~
- *Setback line.* A line parallel to a specified lot line that defines a required minimum setback for the foundation of any structure.

Shade tree. A self-supporting woody plant or species normally growing to a mature height of at least 20 feet and a mature spread of at least 15 feet. Clusters of more than one tree may be used when it is demonstrated that the grouping of trees will, at maturity, surpass the 15 feet diameter requirement and that the grouping of trees is suitable for the proposed location.

Shed roof. A single-slope roof surface that slopes in one direction only, with no ridge, typically attached to a taller wall on one side.

Shopping center. A primarily retail-oriented commercial site with at least three separate businesses that share common pedestrian and parking areas.

Short-Term Rental. Rental of any residential building, portion of such building, or group of such buildings in which there are guest rooms or suites, including housekeeping units, for transient guests, where lodging with or without meals is provided for a period of less than a calendar month or less than 31 consecutive days.

Shrub. A self-supporting woody perennial plant of low to medium height, characterized by multiple stems and branches continuous from the base, usually not more than eight feet in height at maturity.
Side lot line. See "Lot line, side."
Side setback. See "Setback, side."
Single-family dwelling. See "Dwelling, single-family."
Site. A parcel or adjoining parcels that are under single ownership or single control, and that are considered a unit for the purposes of development or other use.
Site area. The total area included within the boundaries of a site.
Slaughter House. A facility for the slaughtering and processing of animals and the refining of their byproducts.
Small family day care home. See "Family day care home, small."
SMART Irrigation Controller. A controller that monitors and uses information about environmental conditions, such as soil moisture, rain, wind, slope, soil type, plant type, etc., to automatically adjust watering schedules for specific hydro zones.
Social services, charitable institutions and services. See "Nonprofit Organizations and Human Services." ~~Facilities other than offices providing a social service directly to the adjacent community, such as food banks, blood banks, employment training, etc.~~
Solar reflective index. A measure of a surface's ability to reflect solar heat combining reflectance and emittance intone number. It is defined so that a standard black is zero and a standard white is one hundred.
Solid fence. See "Fence, solid."
Soil moisture sensing device (soil moisture sensor). A device that measures the amount of water in soil. The device may also suspend or initiate an irrigation event.
Soil test. A test done by a soil test lab that indicates at minimum soil texture, water holding capacity, pH, and soluble salts.
Soil texture. The classification of soil based on its percentage of sand, silt, and clay.
Soil Type. The classification of soil based on the percentage of its composition of sand, silt, and clay.
~~*Special Conditional Use Permit.* A permit to allow a specified land use, building or structure that is not allowed as of right on a given property, subject to the discretion of the City.~~
Special Landscape Area (SLA). Landscape areas dedicated to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.
Specified anatomical areas. See Title 5 – Business Licenses and Regulations.
Specified sexual activities. See Title 5 – Business Licenses and Regulations.
Sports Club. A club or business establishment designed to host sporting activities, including, but not limited to, football, soccer, basketball, volleyball, hockey, boxing, tennis, airsoft, paintball, etc.
Sports stadium or arena. A large open or enclosed space used for games or major events, and partly or completely surrounded by tiers of seats for spectators.
Sprinkler head. A device which delivers water through a nozzle.
Stables, commercial. A structure and/or land use in or on which horses, mules or ponies are sheltered, fed and/or kept for hire.
Stables, private. A detached accessory building for the keeping of horses, mules or ponies owned by the occupants of the premises and not kept for remuneration, hire or sale.
Static water pressure. Water supply pressure when it is not flowing.
Station. An area served by one valve or by a set of valves that operate simultaneously.
Storage area. Any place outside of a structure where various materials are stored.
Storage business. A business that accepts and stores goods from one or more customers but does not provide individual, compartmentalized and controlled access to each customer's goods.

Storage container. Any fully-enclosed area other than a structure, such as a cargo container or shipping container, where various materials are stored or could be stored.
Storage, outdoor. The storage of various materials, equipment and/or vehicles outside of a structure, either as an accessory or a primary use.
Storage, public. See "Public storage facility."
Story. Any one of a building's floors that has a ceiling at least six feet above its floor and at least six feet above grade.
Street. A thoroughfare, including a road or highway, which provides the principal means of access to abutting property. For the purpose of interpreting this chapter, any throughway except an alley shall be considered a street.
Street line. The boundary line between the street right-of-way and abutting property.
Structural alteration. Any change in the supporting members of a building or structure, including bearing walls, columns, beams or girders, floor joists, ceiling joists or roof rafters.
Structure. That which is built or constructed.
Structure, mounted. Any object or equipment attached to a building, billboard, tank, sign, utility pole, or other structure, but not attached to a dedicated support structure resting on the ground. When referring to wireless communication facilities, this definition includes antennas sometimes referred to as "facade mounts "and "sign mounts."
Structure, temporary. A structure that is erected for a limited period of time, typically no longer than two years, and that does not permanently alter the character or physical facilities of a property.
Sunset Western Climate Zone System. The Sunset Western Climate Zone System utilizes data from climate zones to determine which plants are best suited for each climate zone.
Supportive Housing. Housing with no limit on length of stay that is occupied by a target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.
Swap meet. A building or open area in which stalls or sales areas are set aside, and rented or otherwise provided, and which are used or intended for use by unrelated individuals to sell, trade, exchange, or swap articles that are either new, homemade, homegrown, old, obsolete, or antique and includes the selling of goods and/or services at retail by businesses or individuals who are generally engaged in retail trade.
Swimming pool. Any pond, wading pool, swimming pool, or similar body of water that is more than one and one-half feet in depth, whether located above or below ground.
Swing joint. An irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.
Sub meter. A metering device to measure water applied to the landscape that is installed after the primary utility water meter.

T. Definitions, "T".

Tattoo, body piercing and body art establishments. An establishment providing tattooing, body piercing, branding, scarification, or similar body art services.
~~*Target unit.* A dwelling unit within a housing development that is reserved for very low income, lower income, moderate-income or senior citizen households.~~
Temporary commercial recreation facility. Any establishment that provides entertainment activities or services on a temporary basis, that may have a fee or admission charge, including miniature golf courses, sports clubs, outdoor inflatable theme parks and obstacle courses, amphitheaters, parking lots and other uses of like kind or character. Facilities operated by a public agency are not included in this definition.

Temporary structure. See "Structure, temporary."
Temporary use. A short-term activity that may or may not meet the normal development or use standards of the applicable zoning district, but that occurs for a limited period of time and does not permanently alter the character or physical facilities of a property.
Theaters and auditoriums. A building or part of a building devoted to showing motion pictures, or for dramatic, dance, musical, comedy, improvisational, or other live performances.
~~*Through lot.* A lot having frontage on two parallel streets or a lot that is not a corner lot that has frontage on two streets, each of which may provide access to the lot.~~
Thrift, vintage and consignment stores. A profit or nonprofit business or organization that engages in or specializes in the sale or resale of previously owned or used goods and merchandise.
Treated sewage effluent water. See "Recycled water."
Tower-mounted. Any object or equipment attached to a dedicated support structure resting on the ground whose principal use is to support similar objects or equipment, and that has an overall height greater than 10 feet above finished grade at the base of the structure. When referring to wireless communication facilities, this definition includes antennas that are sometimes referred to as "monopoles," "lattice towers" and "guyed towers."
Townhouse. See "Dwelling, single-family, attached."
Trade and vocational schools. A specialized instructional establishment that provides on-site training of business, commercial and/or trade skills such as accounting, data processing, computer repair, hairdressing and automobile repair.
Trade Service. A business that provides services to residential and non-residential customers for the maintenance and improvement of facilities, including but not limited to plumbing, electrical, extermination, cleanup and restoration, janitorial, landscaping, etc. These businesses often have vehicles and equipment stored at their offices that are deployed to the field when called for service.
Training facility. A private school that primarily provides specialized education or training for a particular profession or trade.
Transfer business. A business whose primary purpose is the movement of goods from one location to another, and which may use storage facilities incidentally ~~to~~for that purpose.
Transitional housing. A facility in which occupants live for a specified period of time while they receive assistance and counseling in personal and household income management.
Transportation Terminals. A depot or station that functions as a passenger loading and unloading facility specifically designed for public and private transportation modes, such as buses and trains, but excluding airports and airport operations. Transportation terminals are usually located along major transportation routes and may include ancillary uses, such as passenger ticket booths, long-term parking areas and small retail shops and restaurants. For the purposes of these provisions, transportation terminals also include park and ride, kiss and ride or other similar facilities but exclude "Dry Ports."
Tree. Any self-supporting woody perennial plant which has a trunk diameter of 2-inches or more and which attains an overall height of at least 15 feet at maturity, usually with one main stem or trunk and many branches; however, in some cases, may appear to have several stems or trunks.
Truck and Trailer Storage Yard. A site used primarily for the parking or storage of commercial trucks, truck tractors, semitrailers, containers, chassis, or similar freight equipment when not actively engaged in loading, unloading, or dispatch operations.
Turf. A ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermuda grass, Kikuyugrass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass are warm-season grasses.

Tutoring center. A commercial establishment providing academic tutoring, test preparation, or supplemental educational instruction for individuals or small groups, not granting degrees and not operating as a trade or vocational school, a state-licensed private school or a school for personal enrichment or fulfillment.

U. Definitions, "U".

Understory. Assemblages of natural, low-level, woody herbaceous and ground cover species that exist in the area below the canopy of trees.

Usable rainfall. See "Effective precipitation."

Usable open space. See "Open space, usable."

Use. See "Land use."

Use, accessory. See "Accessory use."

Use, nonconforming. See "Nonconforming use."

Use, primary. See "Primary use."

Use, temporary. See "Temporary use."

Urban uses. Urban uses include residential, commercial, industrial, governmental, and institutional land uses, including schools, parks, and civic facilities, as defined by the California Public Resources Code Section 21072. This term excludes land used for agricultural or natural open space uses.

Utilities, major. Services of a regional nature that normally entail the construction of new buildings or structures such as generating plants and sources, electrical switching facilities, stations or substations, large scale energy storage systems, cogeneration facilities, microgrids and distributed energy systems, solar energy systems, community wastewater treatment plants, and similar facilities.

Utilities, minor. Services that are necessary to support development within the immediate vicinity and that involve only minor structures. Included in this use type are small facilities such as transformers, relay and booster devices, battery energy storage systems, small-scale distributed energy storage systems, small-scale cogeneration facilities for on-site energy production and use, microgrids for industrial and office park development, solar panels, on-site distributed energy systems, and well, water and sewer pump stations.

Utility building or substation. Any facility that is used for production, distribution or processing related to a public utility that involves the use of direct physical connections, such as water, sewage, electricity, natural gas or telecommunications services.

V. Definitions, "V".

Valve. A device used to control the flow of water in an irrigation system.

~~*Vape Lounge.* An establishment where patrons can smoke and purchase vapor products and e-cigarettes.~~

Vegetation, native. Any plant species with a geographic distribution indigenous to all or part of the southern region of the state of California. Plant species that have been introduced by man are not native vegetation.

Vehicle. A device by which any person or property may be propelled, moved or drawn, except a device moved by human power or used exclusively upon stationary rails or tracks.

Vehicle customization service. An establishment engaged in the installation, repair, or replacement of vehicle accessories or appearance modifications, including window tinting, vinyl wraps, paint protection film, graphics application, detailing, and similar services, conducted primarily within an enclosed building.

Vehicle storage condominium facility: A building with individually owned garage or storage condominium units for storage of motor vehicles and related accessory uses. Also known as "car condominiums" or "air space parking facilities."

Vehicle depot. A facility that is used primarily for the storage of operative vehicles in a fleet, including associated repair facilities for temporarily inoperative vehicles.
Vehicle sales. An establishment for the retail sales or rental of vehicles. Vehicle sales may include parts sales and vehicle repair, provided that these activities are incidental to the sale of vehicles.
Vehicle service or repair. An establishment that provides any repair, alteration, servicing, restoration or finishing of any vehicle as a primary use, including but not limited to muffler and radiator shops, oil change and quick-lube shops, tire and battery sales and installation, and towing. The term "vehicle service or repair" does not include repair shops that are part of a vehicle sales establishment on the same site.
Vending station. The vehicle, cart or other device used by a mobile food vendor for the preparation and distribution of food.
Very-low-income household. See "Household, very-low-income."
Veterinary Clinics. A professional office where animals receive medical treatment on the premises from a licensed veterinarian, and where all animals are housed indoors. The outdoor housing of animals shall be considered a "kennel" and is not permitted as an accessory use.
Viable. In the judgment of the Director of Community Development, a tree, shrub, or any other type of plant capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

W. Definitions, "W".
Walk-in clientele. A business providing direct services to patrons or clientele that may or may not require appointments. This classification includes employment agencies, insurance agent offices, real estate offices, travel agencies, utility company offices, and offices for elected officials.
Warehousing. The provision of facilities used primarily for the storage of commercial goods, including documents. It also may provide for storage of novelties. "Warehousing" does not include ~~mini~~ "Self-storage facilities."
Water conserving plant species. A plant species identified as having a very low or low plant factor.
Water feature. A design element where open water performs an aesthetic or recreation function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydro zone of the landscape area. Constructed wetlands used for on-site wastewater treatment or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.
Watering window. The time of day irrigation is allowed.
Wholesaling and distribution. The provision of facilities used primarily for selling or distributing goods to retailers, contractors, commercial purchasers or other wholesalers, or to the branch or local offices of a company or organization.
Wireless facility. See Chapter 20.~~22~~515 (Wireless Telecommunications Facilities On Private Property).
WUCOLS. The "Water Use Classification of Landscape Species" published by the University of California Cooperative Extension, and the Department of Water Resources, 2014. The project was developed by the San Francisco and San Mateo County Office in cooperation with 32 landscape professionals. This project was initiated and funded by DWR. The purpose and intended use is to provide guidance to landscape professionals when selecting plant material, while taking into consideration water needs. It also serves as a guide to assist in developing irrigation schedules for existing landscapes.

X. Definitions, "X". No specialized terms beginning with "X" are defined.

Y. Definitions, "Y".

Yard. See "Setback."

Yard, Front. The portion of a lot between the front line of the lot and the portion of the front line of the main building which faces the front and is closest to the street and which extends across the entire width of the lot; provided however, that upon vacant property, the front yard shall be the yard between the front line of the lot and the front yard setback line ascribed to such lot, and which extends across the entire width of the lot.

Z. Definitions, "Z".

Zone. See "District."

Zoning clearance. A verification by the Director of Community Development that a proposed structure or use meets the requirements of this Title.

Zoning map. The official map and its underlying Geographic Information System (GIS) data, adopted by the City of Chino, that serves to delineate the boundaries of each district as defined in this chapter.

Zoological garden. An area, building, or structures which contain wild animals on exhibition for viewing by the public.

ORDINANCE NO. 2026-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING ZONE CHANGE (PL25-0108) AMENDING ORDINANCE NO. 2010-06, WHICH ESTABLISHED THE ZONING MAP, BY CHANGING THE DESIGNATION OF THE PROPERTIES IDENTIFIED HEREIN.

WHEREAS, this proposed ordinance is within the scope of the City of Chino 2045 General Plan Update Environmental Impact Report (SCH No. 2024090833), prepared for the Project and certified by the City Council on September 2, 2025, and adoption of the proposed amendments is consistent with the Project described in the EIR and all mitigation measures from the EIR are incorporated as conditions of approval for the Project, no new or substantially more adverse impacts than identified in the EIR would result from adoption of the proposed zoning map amendments for PL25-0108 (Zone Change) with the first reading of this Ordinance (Ordinance No. 2026-009).

WHEREAS, on June 17, 2026, the Planning Commission held a duly noticed public hearing for PL25-0108 (Zoning Change) in compliance with law, entertained the written and oral report of staff, took public testimony on the Project, and recommended, on a vote of 6 ayes to 0 nays, that the City Council adopt the amendments to the Zoning Map as outlined in Exhibit “A”.

NOW, THEREFORE, the City Council of the City of Chino does hereby ordain as follows:

Section 1. Ordinance No. 2010-06 is hereby amended to affect a Zone Change on parcels within the City of Chino identified on the map (Exhibit A) and parcels (Exhibit B) (attached). The City Council further authorizes the Development Services Director or his designee to make any non-substantive corrections to the map and list attached as Exhibit A as deemed reasonably necessary consistent with the approval granted herein by the City Council.

Section 2. CEQA Findings. The City of Chino 2045 General Plan (SCH No. 2024090833) was previously prepared for this project pursuant to Sections 15080 through 15097 of the California Environmental Quality Act (CEQA) Guidelines and was certified by the Chino City Council on September 2, 2025. The proposed zone changes do not include any changes to the project, and no new significant impacts were identified. Therefore, they are within the scope of the EIR adopted in connection with the City of Chino 2045 General Plan, which adequately describes the activity for the purposes of CEQA. Additional environmental review is not required.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Chino declare that they would have enacted this Ordinance and each section, subsection, sentence, clause or phrase hereof irrespective of any determination of invalidity.

Section 4. Effective Date. This ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance (Ordinance No. 2026-009) for PL25-0108 (Zone Change) and shall cause the same to be published in a newspaper of general circulation, printed and published within the City in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JULY 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 the foregoing Ordinance was duly adopted by the Chino City Council at a regular meeting held on the 21st day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

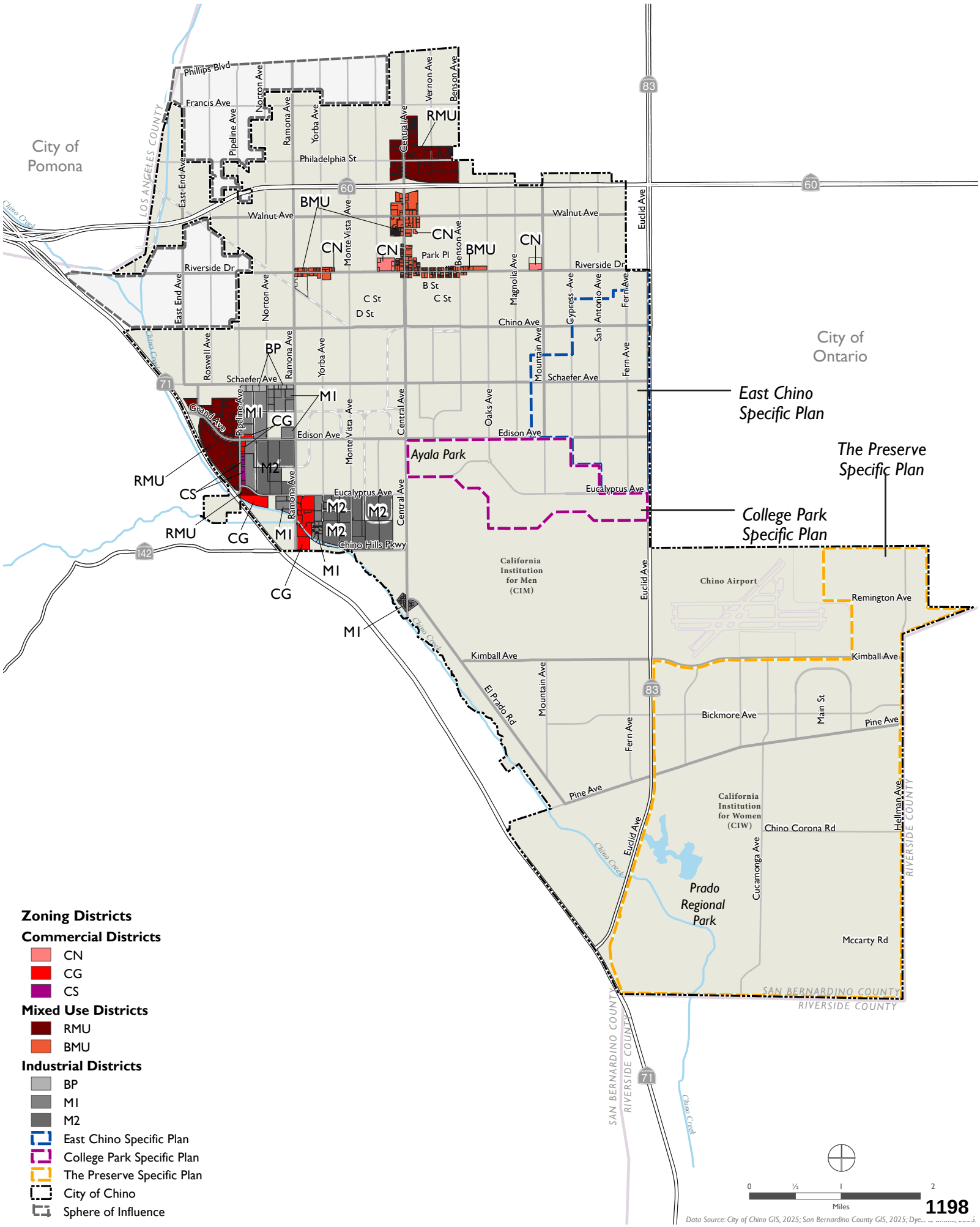
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A-Zoning Map Update
Exhibit B-List of Parcels Receiving Zoning Map Amendments

Proposed Zoning Change Areas



Zoning Districts

Commercial Districts

- CN
- CG
- CS

Mixed Use Districts

- RMU
- BMU

Industrial Districts

- BP
- M1
- M2
- East Chino Specific Plan
- College Park Specific Plan
- The Preserve Specific Plan
- City of Chino
- Sphere of Influence

Attachment B List of Parcels to be Rezoned

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1014-381-01-0000	11791 CENTRAL AVE	CG	RMU
1014-393-01-0000	11885 CENTRAL AVE	CG	RMU
1014-393-02-0000	CENTRAL AVE	CG	RMU
1014-591-16-0000	5536 PHILADELPHIA ST	CR	RMU
1014-591-17-0000	5526 PHILADELPHIA ST	CR	RMU
1014-591-19-0000	5562 PHILADELPHIA ST	CG	RMU
1014-591-20-0000	5562 PHILADELPHIA ST STE 102	CG	RMU
1014-591-21-0000	5562 PHILADELPHIA ST STE 100	CG	RMU
1014-591-22-0000	5562 PHILADELPHIA ST STE 110	CG	RMU
1014-591-23-0000	5562 PHILADELPHIA ST STE 111	CG	RMU
1014-591-24-0000	5562 PHILADELPHIA ST STE 112	CG	RMU
1014-591-25-0000	5562 PHILADELPHIA ST STE 101	CG	RMU
1014-591-26-0000	5562 PHILADELPHIA ST STE 103	CG	RMU
1014-591-27-0000	5562 PHILADELPHIA ST STE 206	CG	RMU
1014-591-28-0000	5562 PHILADELPHIA ST STE 202	CG	RMU
1014-591-29-0000	5562 PHILADELPHIA ST STE 200	CG	RMU
1014-591-30-0000	5562 PHILADELPHIA ST STE 210	CG	RMU
1014-591-31-0000	5562 PHILADELPHIA ST	CG	RMU
1014-591-32-0000	5562 PHILADELPHIA ST STE 216	CG	RMU
1014-591-33-0000	5562 PHILADELPHIA ST STE 213	CG	RMU
1014-591-34-0000	5562 PHILADELPHIA ST STE 211	CG	RMU
1014-591-35-0000	5562 PHILADELPHIA ST STE 201	CG	RMU
1014-591-36-0000	5562 PHILADELPHIA ST STE 203	CG	RMU
1014-591-37-0000	5562 PHILADELPHIA ST STE 306	CG	RMU
1014-591-38-0000	5562 PHILADELPHIA ST STE 302	CG	RMU
1014-591-39-0000	5562 PHILADELPHIA ST STE 300	CG	RMU
1014-591-40-0000	5562 PHILADELPHIA ST STE 310	CG	RMU
1014-591-41-0000	5562 PHILADELPHIA ST STE 312	CG	RMU
1014-591-42-0000	5562 PHILADELPHIA ST STE 316	CG	RMU
1014-591-43-0000	5562 PHILADELPHIA ST STE 313	CG	RMU
1014-591-44-0000	5562 PHILADELPHIA ST STE 311	CG	RMU
1014-591-45-0000	5562 PHILADELPHIA ST STE 301	CG	RMU
1014-591-46-0000	5562 PHILADELPHIA ST STE 303	CG	RMU
1014-591-47-0000	5562 PHILADELPHIA ST	CG	RMU
1014-591-50-0000	5592 PHILADELPHIA ST	CG	RMU
1014-591-53-0000	5578 PHILADELPHIA ST	CG	RMU
1014-592-01-0000	5624 PHILADELPHIA ST STE 101	CG	RMU
1014-592-02-0000	5624 PHILADELPHIA ST STE 102	CG	RMU
1014-592-03-0000	5624 PHILADELPHIA ST STE 103	CG	RMU
1014-592-04-0000	5624 PHILADELPHIA ST STE 104	CG	RMU
1014-592-05-0000	5624 PHILADELPHIA ST STE 105	CG	RMU
1014-592-06-0000	5624 PHILADELPHIA ST STE 106	CG	RMU
1014-592-07-0000	5624 PHILADELPHIA ST STE 107	CG	RMU
1014-592-08-0000	5624 PHILADELPHIA ST STE 108	CG	RMU
1014-592-09-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-10-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-11-0000	5624 PHILADELPHIA ST	CG	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1014-592-12-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-13-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-14-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-15-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-16-0000	5624 PHILADELPHIA ST STE 206	CG	RMU
1014-592-17-0000	5624 PHILADELPHIA ST STE 207	CG	RMU
1014-592-18-0000	5624 PHILADELPHIA ST STE 208	CG	RMU
1014-592-19-0000	5624 PHILADELPHIA ST STE 209	CG	RMU
1014-592-20-0000	5624 PHILADELPHIA ST STE 210	CG	RMU
1014-592-21-0000	5624 PHILADELPHIA ST STE 301	CG	RMU
1014-592-22-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-23-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-24-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-25-0000	5624 PHILADELPHIA ST STE 305	CG	RMU
1014-592-26-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-27-0000	5624 PHILADELPHIA ST STE 307	CG	RMU
1014-592-28-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-29-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-30-0000	5624 PHILADELPHIA ST STE 310	CG	RMU
1014-592-31-0000	5624 PHILADELPHIA ST	CG	RMU
1014-592-32-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-33-0000	5632 PHILADELPHIA ST STE 102	CG	RMU
1014-592-34-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-35-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-36-0000	5632 PHILADELPHIA ST STE 105	CG	RMU
1014-592-37-0000	5632 PHILADELPHIA ST STE 106	CG	RMU
1014-592-38-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-39-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-40-0000	5632 PHILADELPHIA ST	CG	RMU
1014-592-41-0000	5632 PHILADELPHIA ST STE 202	CG	RMU
1014-592-42-0000	5632 PHILADELPHIA ST STE 203	CG	RMU
1014-592-43-0000	5632 PHILADELPHIA ST STE 204	CG	RMU
1014-592-44-0000	5632 PHILADELPHIA ST STE 205	CG	RMU
1014-592-45-0000	5632 PHILADELPHIA ST STE 206A	CG	RMU
1014-592-46-0000	5632 PHILADELPHIA ST STE 206B	CG	RMU
1014-592-47-0000	5632 PHILADELPHIA ST STE 207	CG	RMU
1014-592-48-0000	5632 PHILADELPHIA ST STE 301	CG	RMU
1014-592-49-0000	5632 PHILADELPHIA ST STE 302	CG	RMU
1014-592-50-0000	5632 PHILADELPHIA ST STE 303	CG	RMU
1014-592-51-0000	5632 PHILADELPHIA ST STE 304	CG	RMU
1014-592-52-0000	5632 PHILADELPHIA ST STE 305	CG	RMU
1014-592-53-0000	5632 PHILADELPHIA ST STE 306	CG	RMU
1014-592-54-0000	5632 PHILADELPHIA ST STE 307	CG	RMU
1014-592-55-0000	5632 PHILADELPHIA ST STE 308	CG	RMU
1014-592-56-0000	PHILADELPHIA ST	CG	RMU
1014-601-09-0000	12013 CENTRAL AVE	CR	RMU
1014-601-10-0000	12043 CENTRAL AVE	CR	RMU
1014-601-11-0000	12059 CENTRAL AVE	CR	RMU
1014-601-12-0000	12071 CENTRAL AVE	CR	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1014-601-13-0000	12089 CENTRAL AVE	CR	RMU
1014-601-14-0000	12077 CENTRAL AVE	CR	RMU
1014-601-15-0000	12029 CENTRAL AVE	CR	RMU
1014-601-16-0000	12005 CENTRAL AVE	CR	RMU
1014-601-19-0000	5402 PHILADELPHIA ST	CR	RMU
1014-601-20-0000	5440 PHILADELPHIA ST	CR	RMU
1014-611-72-0000	11995 CENTRAL AVE	CR	RMU
1014-611-73-0000	11971 CENTRAL AVE	CR	RMU
1014-611-74-0000	11911 CENTRAL AVE	CR	RMU
1014-611-75-0000	11901 CENTRAL AVE	CR	RMU
1014-611-78-0000	11979 CENTRAL AVE	CR	RMU
1014-611-79-0000	11925 CENTRAL AVE	CR	RMU
1014-611-80-0000	11975 CENTRAL AVE	CR	RMU
1014-621-50-0000	11980 CENTRAL AVE	CG	RMU
1014-621-51-0000	CENTRAL AVE	CG	RMU
1014-631-14-0000	12080 CENTRAL AVE	CG	RMU
1014-631-17-0000	12018 CENTRAL AVE	CG	RMU
1014-631-18-0000	5250 PHILADELPHIA ST	CG	RMU
1014-651-01-0000	11817 CENTRAL AVE	CG	RMU
1014-651-04-0000	11819 CENTRAL AVE APT 401	CG	RMU
1014-651-05-0000	11819 CENTRAL AVE APT 402	CG	RMU
1014-651-06-0000	11819 CENTRAL AVE APT 403	CG	RMU
1014-651-07-0000	11819 CENTRAL AVE APT 404	CG	RMU
1014-651-08-0000	11819 CENTRAL AVE APT 405	CG	RMU
1014-651-09-0000	11819 CENTRAL AVE APT 406	CG	RMU
1014-651-10-0000	11819 CENTRAL AVE APT 407	CG	RMU
1014-651-11-0000	11819 CENTRAL AVE APT 408	CG	RMU
1014-651-12-0000	11819 CENTRAL AVE APT 409	CG	RMU
1014-651-13-0000	11819 CENTRAL AVE APT 410	CG	RMU
1014-651-14-0000	11819 CENTRAL AVE APT 411	CG	RMU
1014-651-15-0000	11819 CENTRAL AVE APT 412	CG	RMU
1014-651-16-0000	11819 CENTRAL AVE APT 501	CG	RMU
1014-651-17-0000	11819 CENTRAL AVE APT 502	CG	RMU
1014-651-18-0000	11819 CENTRAL AVE APT 503	CG	RMU
1014-651-19-0000	11819 CENTRAL AVE APT 504	CG	RMU
1014-651-20-0000	11819 CENTRAL AVE APT 505	CG	RMU
1014-651-21-0000	11819 CENTRAL AVE APT 506	CG	RMU
1014-651-22-0000	11819 CENTRAL AVE APT 507	CG	RMU
1014-651-23-0000	11819 CENTRAL AVE APT 508	CG	RMU
1014-651-24-0000	11819 CENTRAL AVE APT 509	CG	RMU
1014-651-25-0000	11819 CENTRAL AVE APT 510	CG	RMU
1014-651-26-0000	11819 CENTRAL AVE APT 511	CG	RMU
1014-651-27-0000	11819 CENTRAL AVE APT 512	CG	RMU
1014-651-28-0000	11819 CENTRAL AVE APT 513	CG	RMU
1014-651-29-0000	11819 CENTRAL AVE APT 514	CG	RMU
1014-651-30-0000	11819 CENTRAL AVE APT 515	CG	RMU
1014-651-31-0000	11819 CENTRAL AVE APT 516	CG	RMU
1014-651-32-0000	11819 CENTRAL AVE APT 517	CG	RMU
1014-651-33-0000	11819 CENTRAL AVE APT 518	CG	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1014-651-34-0000	11819 CENTRAL AVE APT 519	CG	RMU
1014-651-35-0000	11819 CENTRAL AVE APT 520	CG	RMU
1014-652-01-0000	CENTRAL AVE	CG	RMU
1014-652-02-0000	11819 CENTRAL AVE	CG	RMU
1014-652-03-0000	11819 CENTRAL AVE APT 101	CG	RMU
1014-652-04-0000	11819 CENTRAL AVE APT 102	CG	RMU
1014-652-05-0000	11819 CENTRAL AVE APT 103	CG	RMU
1014-652-06-0000	11819 CENTRAL AVE APT 104	CG	RMU
1014-652-07-0000	11819 CENTRAL AVE APT 105	CG	RMU
1014-652-08-0000	11819 CENTRAL AVE APT 106	CG	RMU
1014-652-09-0000	11819 CENTRAL AVE APT 107	CG	RMU
1014-652-10-0000	11819 CENTRAL AVE APT 108	CG	RMU
1014-652-11-0000	11819 CENTRAL AVE APT 109	CG	RMU
1014-652-12-0000	11819 CENTRAL AVE APT 110	CG	RMU
1014-652-13-0000	11819 CENTRAL AVE APT 111	CG	RMU
1014-652-14-0000	11819 CENTRAL AVE APT 112	CG	RMU
1014-652-15-0000	11819 CENTRAL AVE APT 113	CG	RMU
1014-652-16-0000	11819 CENTRAL AVE APT 114	CG	RMU
1014-652-17-0000	11819 CENTRAL AVE APT 115	CG	RMU
1014-652-18-0000	11819 CENTRAL AVE APT 116	CG	RMU
1014-652-19-0000	11819 CENTRAL AVE APT 201	CG	RMU
1014-652-20-0000	11819 CENTRAL AVE APT 202	CG	RMU
1014-652-21-0000	11819 CENTRAL AVE APT 203	CG	RMU
1014-652-22-0000	11819 CENTRAL AVE APT 204	CG	RMU
1014-652-23-0000	11819 CENTRAL AVE APT 205	CG	RMU
1014-652-24-0000	11819 CENTRAL AVE APT 206	CG	RMU
1014-652-25-0000	11819 CENTRAL AVE APT 207	CG	RMU
1014-652-26-0000	11819 CENTRAL AVE APT 208	CG	RMU
1014-652-27-0000	11819 CENTRAL AVE APT 209	CG	RMU
1014-652-28-0000	11819 CENTRAL AVE APT 210	CG	RMU
1014-652-29-0000	11819 CENTRAL AVE APT 211	CG	RMU
1014-652-30-0000	11819 CENTRAL AVE APT 212	CG	RMU
1014-652-31-0000	11819 CENTRAL AVE APT 213	CG	RMU
1014-652-32-0000	11819 CENTRAL AVE APT 214	CG	RMU
1014-652-33-0000	11819 CENTRAL AVE APT 215	CG	RMU
1014-652-34-0000	11819 CENTRAL AVE # 216	CG	RMU
1014-652-35-0000	11819 CENTRAL AVE APT 301	CG	RMU
1014-652-36-0000	11819 CENTRAL AVE APT 302	CG	RMU
1014-652-37-0000	11819 CENTRAL AVE APT 303	CG	RMU
1014-652-38-0000	11819 CENTRAL AVE APT 304	CG	RMU
1014-652-39-0000	11819 CENTRAL AVE APT 305	CG	RMU
1014-652-40-0000	11819 CENTRAL AVE APT 306	CG	RMU
1014-652-41-0000	11819 CENTRAL AVE APT 307	CG	RMU
1014-652-42-0000	11819 CENTRAL AVE APT 308	CG	RMU
1014-652-43-0000	11819 CENTRAL AVE APT 309	CG	RMU
1014-652-44-0000	11819 CENTRAL AVE APT 310	CG	RMU
1014-652-45-0000	11819 CENTRAL AVE APT 601	CG	RMU
1014-652-46-0000	11819 CENTRAL AVE APT 602	CG	RMU
1014-652-47-0000	11819 CENTRAL AVE APT 603	CG	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1014-652-48-0000	11819 CENTRAL AVE APT 604	CG	RMU
1014-652-49-0000	11819 CENTRAL AVE APT 605	CG	RMU
1014-652-50-0000	11819 CENTRAL AVE APT 606	CG	RMU
1014-652-51-0000	11819 CENTRAL AVE APT 607	CG	RMU
1014-652-52-0000	11819 CENTRAL AVE APT 608	CG	RMU
1014-652-53-0000	11819 CENTRAL AVE APT 609	CG	RMU
1014-652-54-0000	11819 CENTRAL AVE APT 610	CG	RMU
1014-652-55-0000	11819 CENTRAL AVE APT 611	CG	RMU
1014-652-56-0000	11819 CENTRAL AVE APT 612	CG	RMU
1014-652-57-0000	11819 CENTRAL AVE APT 613	CG	RMU
1014-652-58-0000	11819 CENTRAL AVE APT 614	CG	RMU
1014-652-59-0000	11819 CENTRAL AVE APT 615	CG	RMU
1014-652-60-0000	11819 CENTRAL AVE APT 616	CG	RMU
1014-652-61-0000	11819 CENTRAL AVE APT 617	CG	RMU
1014-652-62-0000	11819 CENTRAL AVE APT 618	CG	RMU
1014-652-63-0000	11819 CENTRAL AVE APT 619	CG	RMU
1014-652-64-0000	11819 CENTRAL AVE APT 620	CG	RMU
1014-652-65-0000	11819 CENTRAL AVE APT 621	CG	RMU
1014-652-66-0000	11819 CENTRAL AVE APT 622	CG	RMU
1014-652-67-0000	11819 CENTRAL AVE APT 623	CG	RMU
1014-652-68-0000	11819 CENTRAL AVE APT 624	CG	RMU
1014-652-69-0000	11819 CENTRAL AVE APT 625	CG	RMU
1014-652-70-0000	11819 CENTRAL AVE APT 626	CG	RMU
1014-652-71-0000	11819 CENTRAL AVE APT 627	CG	RMU
1014-652-72-0000	11819 CENTRAL AVE APT 628	CG	RMU
1014-652-73-0000	11819 CENTRAL AVE APT 629	CG	RMU
1014-652-74-0000	11819 CENTRAL AVE APT 630	CG	RMU
1014-652-75-0000	11819 CENTRAL AVE APT 631	CG	RMU
1014-652-76-0000	11819 CENTRAL AVE APT 632	CG	RMU
1015-041-02-0000		CG	RMU
1015-041-06-0000	12206 CENTRAL AVE	CG	RMU
1015-041-07-0000	12266 CENTRAL AVE	CG	RMU
1015-041-08-0000	12130 CENTRAL AVE	CG	RMU
1015-041-09-0000	12160 CENTRAL AVE	CG	RMU
1015-041-10-0000	12170 CENTRAL AVE	CG	RMU
1015-041-11-0000	12190 CENTRAL AVE	CG	RMU
1015-041-12-0000	12180 CENTRAL AVE	CG	RMU
1015-041-13-0000	12150 CENTRAL AVE	CG	RMU
1015-041-14-0000	12110 CENTRAL AVE	CG	RMU
1015-051-04-0000	12193 CENTRAL AVE	CR	RMU
1015-051-05-0000	12125 CENTRAL AVE	CR	RMU
1015-051-06-0000	12101 CENTRAL AVE	CR	RMU
1015-061-02-0000	5451 PHILADELPHIA ST	CR	RMU
1015-061-06-0000	5455 PHILADELPHIA ST	CR	RMU
1015-061-07-0000	5459 PHILADELPHIA ST	CR	RMU
1015-061-08-0000	5463 PHILADELPHIA ST	CR	RMU
1015-071-06-0000	5517 PHILADELPHIA ST	CR	RMU
1015-071-07-0000	5509 PHILADELPHIA ST	CR	RMU
1015-071-08-0000	5501 PHILADELPHIA ST	CR	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1015-071-09-0000	5501 PHILADELPHIA ST	CR	RMU
1015-071-10-0000		CR	RMU
1015-081-02-0000	5555 PHILADELPHIA ST	CR	RMU
1015-081-03-0000	5521 PHILADELPHIA ST	CR	RMU
1015-271-04-0000		CG	BMU
1015-271-05-0000	12345 CENTRAL AVE	CG	BMU
1015-271-07-0000	12375 CENTRAL AVE	CG	BMU
1015-271-08-0000	12385 CENTRAL AVE	CG	BMU
1015-281-12-0000	12425 CENTRAL AVE	CG	BMU
1015-281-16-0000	WALNUT ST	CG	BMU
1015-281-17-0000	12479 CENTRAL AVE	CG	BMU
1015-281-18-0000	12477 CENTRAL AVE	CG	BMU
1015-281-19-0000	12445 CENTRAL AVE	CG	BMU
1015-281-20-0000	12417 CENTRAL & WALNUT	CG	BMU
1015-292-01-0000	12400 CENTRAL AVE	CG	BMU
1015-292-02-0000	12404 CENTRAL AVE	CG	BMU
1015-292-03-0000	12474 CENTRAL AVE	CG	BMU
1015-292-04-0000	12488 CENTRAL AVE	CG	BMU
1015-292-05-0000	12490 CENTRAL AVE	CG	BMU
1015-292-06-0000	12454 CENTRAL AVE	CG	BMU
1015-301-01-0000	12358 CENTRAL AVE	CG	BMU
1015-301-02-0000	12382 CENTRAL AVE	CG	BMU
1015-301-16-0000	12356 CENTRAL AVE	CG	BMU
1015-361-01-0000	12562 CENTRAL AVE	CG	BMU
1015-361-02-0000	12564 CENTRAL AVE STE C	CG	BMU
1015-361-03-0000	12566 CENTRAL AVE	CG	BMU
1015-361-04-0000	12572 CENTRAL AVE	CG	BMU
1015-361-05-0000	12574 CENTRAL AVE	CG	BMU
1015-361-06-0000	12574 CENTRAL AVE	CG	BMU
1015-361-07-0000	12576 CENTRAL AVE	CG	BMU
1015-361-08-0000	12578 CENTRAL AVE	CG	BMU
1015-361-09-0000	12582 CENTRAL AVE	CG	BMU
1015-361-10-0000	12584 CENTRAL AVE	CG	BMU
1015-361-11-0000	12582 CENTRAL AVE	CG	BMU
1015-361-12-0000	12588 CENTRAL AVE	CG	BMU
1015-361-13-0000	12590 CENTRAL AVE	CG	BMU
1015-361-14-0000	12592 CENTRAL AVE	CG	BMU
1015-361-15-0000	12596 CENTRAL AVE	CG	BMU
1015-361-16-0000	12598 CENTRAL AVE STE 102	CG	BMU
1015-361-19-0000	12598 CENTRAL AVE # 4	CG	BMU
1015-361-20-0000	12598 CENTRAL AVE # B	CG	BMU
1015-361-21-0000	12598 CENTRAL AVE # C	CG	BMU
1015-361-23-0000	12598 CENTRAL AVE # E	CG	BMU
1015-361-24-0000	12598 CENTRAL AVE STE 108	CG	BMU
1015-361-25-0000	12598 CENTRAL AVE STE 116	CG	BMU
1015-361-26-0000	12598 CENTRAL AVE STE 110	CG	BMU
1015-361-27-0000	12598 CENTRAL AVE	CG	BMU
1015-361-28-0000	12598 CENTRAL AVE # 112ETAL	CG	BMU
1015-361-29-0000	12600 CENTRAL AVE	CG	BMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1015-361-30-0000	12602 CENTRAL AVE	CG	BMU
1015-361-31-0000	12604 CENTRAL AVE	CG	BMU
1015-361-32-0000	12604 CENTRAL AVE	CG	BMU
1015-361-33-0000	12606 CENTRAL AVE	CG	BMU
1015-361-34-0000	12608 CENTRAL AVE	CG	BMU
1015-361-35-0000	12610 CENTRAL AVE	CG	BMU
1015-361-36-0000	12612 CENTRAL AVE	CG	BMU
1015-361-37-0000	12616 CENTRAL AVE	CG	BMU
1015-361-38-0000	12618 CENTRAL AVE	CG	BMU
1015-361-39-0000	12620 CENTRAL AVE	CG	BMU
1015-361-40-0000	12626 CENTRAL AVE	CG	BMU
1015-361-41-0000	12628 CENTRAL AVE	CG	BMU
1015-361-42-0000	12639 CENTRAL AVE	CG	BMU
1015-361-43-0000	12632 CENTRAL AVE	CG	BMU
1015-361-44-0000	12634 CENTRAL AVE	CG	BMU
1015-361-45-0000	12598 CENTRAL AVE	CG	BMU
1015-361-46-0000	12598 CENTRAL AVE	CG	BMU
1015-361-47-0000	12598 CENTRAL AVE # STE100	CG	BMU
1015-371-01-0000	12512 CENTRAL AVE	CG	BMU
1015-371-02-0000	12516 CENTRAL AVE	CG	BMU
1015-371-03-0000	12526 CENTRAL AVE	CG	BMU
1015-371-04-0000	12510 CENTRAL AVE	CG	BMU
1015-371-05-0000	12550 CENTRAL AVE	CG	BMU
1015-371-06-0000	12552 CENTRAL AVE	CG	BMU
1015-381-03-0000	12511 CENTRAL AVE	CG	BMU
1015-381-04-0000	5375 WALNUT AVE	P	BMU
1015-381-11-0000	5365 WALNUT AVE	CG	BMU
1015-381-12-0000	12545 CENTRAL AVE	CG	BMU
1015-381-13-0000	12555 CENTRAL AVE	CG	BMU
1015-381-15-0000	5385 WALNUT AVE	CO	BMU
1015-381-18-0000	12568 10TH ST	CO	BMU
1015-381-19-0000	12540 10TH ST	CO	BMU
1015-381-20-0000	12585 CENTRAL AVE	CG	BMU
1015-381-21-0000	5370 JEFFERSON AVE	CG	BMU
1015-511-27-0000	6210 RIVERSIDE DR	CO/RD4.5	CN/RD4.5
1015-553-01-0000	5832 RIVERSIDE DR	CG	BMU
1015-563-01-0000	5766 RIVERSIDE DR	CG	BMU
1015-563-02-0000	5760 RIVERSIDE DR	CG	BMU
1015-563-03-0000	5740 RIVERSIDE DR	CG	BMU
1015-563-04-0000	5720 RIVERSIDE DR	CG	BMU
1015-563-05-0000	5702 RIVERSIDE DR	CG	BMU
1015-572-03-0000	5562 RIVERSIDE DR	CG	BMU
1015-572-04-0000	5552 RIVERSIDE DR	CG	BMU
1015-572-05-0000	5544 RIVERSIDE DR	CG	BMU
1015-572-12-0000	5584 RIVERSIDE DR	CG	BMU
1015-573-01-0000	5526 RIVERSIDE DR	CG	BMU
1015-573-02-0000	5516 RIVERSIDE DR	CG	BMU
1015-573-03-0000	5506 RIVERSIDE DR	CG	BMU
1015-573-04-0000	5496 RIVERSIDE DR	CG	BMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1015-573-05-0000	5486 RIVERSIDE DR	CG	BMU
1015-578-01-0000	5640 RIVERSIDE DR APT 109	RD20	BMU
1015-578-02-0000	5640 RIVERSIDE DR APT 110	RD20	BMU
1015-578-03-0000	5640 RIVERSIDE DR APT 111	RD20	BMU
1015-578-04-0000	5640 RIVERSIDE DR APT 112	RD20	BMU
1015-578-05-0000	5640 RIVERSIDE DR # UN113	RD20	BMU
1015-578-06-0000	5640 RIVERSIDE DR APT 114	RD20	BMU
1015-578-07-0000	5640 RIVERSIDE DR APT 115	RD20	BMU
1015-578-08-0000	5640 RIVERSIDE DR APT 116	RD20	BMU
1015-578-09-0000	5640 RIVERSIDE DR APT 117	RD20	BMU
1015-578-10-0000	5640 RIVERSIDE DR APT 118	RD20	BMU
1015-578-11-0000	5640 RIVERSIDE DR APT 119	RD20	BMU
1015-578-12-0000	5640 RIVERSIDE DR APT 120	RD20	BMU
1015-578-13-0000	5640 RIVERSIDE DR APT 121	RD20	BMU
1015-578-14-0000	5640 RIVERSIDE DR APT 122	RD20	BMU
1015-578-15-0000	5640 RIVERSIDE DR APT 123	RD20	BMU
1015-578-16-0000	5640 RIVERSIDE DR APT 124	RD20	BMU
1015-578-17-0000	5640 RIVERSIDE DR APT 125	RD20	BMU
1015-578-18-0000	5640 RIVERSIDE DR APT 126	RD20	BMU
1015-578-19-0000	5640 RIVERSIDE DR APT 127	RD20	BMU
1015-578-20-0000	5640 RIVERSIDE DR APT 128	RD20	BMU
1015-578-21-0000	5640 RIVERSIDE DR APT 128	RD20	BMU
1015-578-22-0000	5640 RIVERSIDE DR APT 130	RD20	BMU
1015-578-23-0000	5640 RIVERSIDE DR APT 131	RD20	BMU
1015-578-24-0000	5460 RIVERSIDE DR # 132	RD20	BMU
1015-578-25-0000	12895 13TH ST	CG	BMU
1015-578-26-0000	5606 RIVERSIDE DR	CG	BMU
1015-578-27-0000	5650 RIVERSIDE DR	CG	BMU
1015-578-28-0000	5664 RIVERSIDE DR	CG	BMU
1015-578-29-0000	5684 RIVERSIDE DR	CG	BMU
1015-578-30-0000		RD20	BMU
1015-601-02-0000	12611 9TH ST	CO	CN
1015-601-15-0000	12625 CENTRAL AVE	CG	BMU
1015-601-18-0000	12615 CENTRAL AVE	CG	BMU
1015-601-19-0000	12605 CENTRAL AVE	CG	BMU
1015-605-13-0000	12747 CENTRAL AVE	CG	BMU
1015-605-14-0000	PARKING LOT	CG	BMU
1015-606-18-0000	12712 9TH ST	CG	BMU
1015-606-21-0000	12713 CENTRAL AVE	CG	BMU
1015-611-11-0000	5464 RIVERSIDE DR	CG	BMU
1015-611-12-0000	5456 RIVERSIDE DR	CG	BMU
1015-611-13-0000	5446 RIVERSIDE DR	CG	BMU
1015-611-14-0000	5436 RIVERSIDE DR	CG	BMU
1015-611-15-0000	5426 RIVERSIDE DR	CG	BMU
1015-612-04-0000		RD4.5	BMU
1015-612-05-0000		RD4.5	BMU
1015-612-06-0000	12860 CENTRAL AVE	CG	BMU
1015-612-07-0000		CG	BMU
1015-612-08-0000	RIVERSIDE DR	CG	BMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1015-612-09-0000	5396 RIVERSIDE DR	CG	BMU
1015-612-10-0000	5390 RIVERSIDE DR	CG	BMU
1015-612-11-0000	5368 RIVERSIDE DR	CG	BMU
1015-612-12-0000	12865 9TH ST	CG	BMU
1015-612-13-0000	12851 9TH ST	RD20	BMU
1015-612-14-0000	12843 9TH ST	RD20	BMU
1015-612-15-0000	12833 9 ST	RD20	BMU
1015-612-16-0000	12825 9TH ST	RD20	BMU
1015-612-17-0000	12811 9TH ST	RD20	BMU
1015-613-01-0000	12792 9TH ST	CG	BMU
1015-613-02-0000	12812 9TH ST	CG	BMU
1015-613-03-0000	9TH ST	CG	BMU
1015-613-04-0000	9TH ST	CG	BMU
1015-613-05-0000	12864 9TH ST	CG	BMU
1015-613-06-0000	9TH ST	CG	BMU
1015-613-07-0000	5338 RIVERSIDE DR	CG	BMU
1015-613-08-0000	CENTRAL AVE	CG	BMU
1015-613-09-0000	12865 CENTRAL AVE	CG	BMU
1015-613-10-0000	CENTRAL AVE	CG	BMU
1015-613-11-0000	12845 CENTRAL AVE	CG	BMU
1015-613-12-0000	CENTRAL AVE	CG	BMU
1015-613-13-0000	12869 CENTRAL AVE	CG	BMU
1015-613-19-0000	CENTRAL AVE	CG	BMU
1015-613-20-0000	12801 CENTRAL AVE	CG	BMU
1015-621-01-0000	12808 CENTRAL AVE	CG	BMU
1015-621-02-0000	12808 CENTRAL AVE	CG	BMU
1015-621-03-0000	12808 CENTRAL AVE	CG	BMU
1015-621-04-0000	12838 CENTRAL AVE	CG	BMU
1015-621-05-0000	12848 CENTRAL AVE	CG	BMU
1015-621-06-0000	12862 CENTRAL AVE	CG	BMU
1015-621-09-0000	5258 RIVERSIDE DR	CG	BMU
1015-621-10-0000	5246 RIVERSIDE DR	CG	BMU
1015-621-11-0000	12845 7TH ST	CG	BMU
1015-621-12-0000	12841 7TH ST	CG	BMU
1015-621-13-0000	12837 7TH ST	CG	BMU
1015-621-14-0000	12808 CENTRAL AVE	CG	BMU
1015-621-15-0000	7TH ST	CG	BMU
1015-621-16-0000	12803 7TH ST	CG	BMU
1015-621-17-0000	12886 CENTRAL AVE	CG	BMU
1015-622-04-0000	RIVERSIDE & WALNUT	CO	CN
1015-622-05-0000	5220 RIVERSIDE DR	CO	CN
1015-622-07-0000	5112 RIVERSIDE DR	CO	CN
1015-622-08-0000		CO	CN
1015-622-21-0000		CO	CN
1015-631-10-0000	12732 CENTRAL AVE	OS-1	BMU
1015-631-11-0000	12740 CENTRAL AVE	CG	BMU
1015-631-12-0000	12748 CENTRAL AVE	CG	BMU
1015-631-13-0000	12754 CENTRAL AVE	CG	BMU
1015-631-14-0000	12762 CENTRAL AVE	CG	BMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1015-631-15-0000	12770 CENTRAL AVE	CG	BMU
1015-631-16-0000	12778 CENTRAL AVE	CG	BMU
1015-631-17-0000		CG	BMU
1015-631-18-0000	12794 CENTRAL AVE	CG	BMU
1015-632-01-0000	12716 CENTRAL AVE	CG	BMU
1015-632-02-0000	5282 WASHINGTON AVE	CG	BMU
1016-443-08-0000	12872 RUSSELL AVE	CO	CN
1016-443-09-0000	12882 RUSSELL AVE	CO	CN
1016-443-10-0000	4790 RIVERSIDE DR	CO	CN
1016-443-11-0000		CO	BMU
1016-443-15-0000	4774 RIVERSIDE DR	CG	BMU
1016-443-16-0000	4726 RIVERSIDE DR	CG	BMU
1016-443-17-0000	4750 RIVERSIDE DR	CG	BMU
1016-443-18-0000	4702 RIVERSIDE DR	CG	BMU
1016-451-18-0000	12872 YORBA AVE	CG	BMU
1016-451-19-0000	4684 RIVERSIDE DR	CG	BMU
1016-451-20-0000	4670 RIVERSIDE DR	CG	BMU
1016-451-21-0000	4662 RIVERSIDE DR	CG	BMU
1016-451-22-0000	4648 RIVERSIDE DR	CG	BMU
1016-451-44-0000	4616 RIVERSIDE DR	CG	BMU
1016-461-19-0000	4576 RIVERSIDE DR	CG	BMU
1016-461-23-0000	4530 RIVERSIDE DR	CG	BMU
1016-461-24-0000	4508 RIVERSIDE DR	CG	BMU
1016-461-25-0000	12875 RAMONA AVE	CG	BMU
1016-461-41-0000	4590 RIVERSIDE DR	CG	BMU
1016-461-43-0000	4552 RIVERSIDE DR	CG	BMU
1019-132-09-0000	4603 RIVERSIDE DR	CG	BMU
1019-132-10-0000	4625 RIVERSIDE DR	CG	BMU
1019-132-26-0000	4653 RIVERSIDE DR	CG	BMU
1019-132-27-0000	4673 RIVERSIDE DR	CG	BMU
1019-141-08-0000	4511 RIVERSIDE DR	CG	BMU
1019-141-11-0000	4559 RIVERSIDE DR	CG	BMU
1019-141-15-0000	4547 RIVERSIDE DR	CG	BMU
1019-141-16-0000	4535 RIVERSIDE DR	CG	BMU
1019-141-18-0000	12957 RAMONA AVE	RD12	BMU
1019-162-62-0000	4721 RIVERSIDE DR	CG	BMU
1020-041-12-0000	12910 CENTRAL AVE	CG	BMU
1020-041-13-0000	12924 CENTRAL AVE	CG	BMU
1020-041-14-0000	12930 CENTRAL AVE	CG	BMU
1020-041-15-0000	12940 CENTRAL AVE	CG	BMU
1020-043-07-0000	12931 CENTRAL AVE	CG	BMU
1020-043-08-0000	12931 CENTRAL AVE	CG	BMU
1020-043-09-0000	12915 CENTRAL AVE	CG	BMU
1020-043-10-0000	12913 CENTRAL AVE	CG	BMU
1020-043-13-0000	12924 9TH ST	RD20	BMU
1020-043-19-0000	5343 RIVERSIDE DR	CG	BMU
1020-051-09-0000	5343 RIVERSIDE DR	CG	BMU
1020-051-10-0000	12909 9TH ST	CG	BMU
1020-051-11-0000	5385 RIVERSIDE DR	CG	BMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1020-051-12-0000	5389 RIVERSIDE DR	CG	BMU
1020-051-13-0000	5405 RIVERSIDE DR	CG	BMU
1020-051-14-0000	12922 10TH ST	CG	BMU
1020-053-23-0000	5455 RIVERSIDE DR	CG	BMU
1020-053-24-0000	RIVERSIDE DR	CG	BMU
1020-061-07-0000	12923 11TH ST	CG	BMU
1020-061-08-0000	12915 11TH ST	CG	BMU
1020-061-09-0000	5499 RIVERSIDE DR	CG	BMU
1020-061-10-0000	5509 RIVERSIDE DR	CG	BMU
1020-061-11-0000	5511 RIVERSIDE DR	CG	BMU
1020-061-12-0000	12924 12TH ST	CG	BMU
1020-061-13-0000	12940 12TH ST	CG	BMU
1020-063-07-0000	12939 12TH ST	CG	BMU
1020-063-08-0000	12931 12TH ST	CG	BMU
1020-063-09-0000	12923 12TH ST	CG	BMU
1020-063-10-0000	5541 RIVERSIDE DR	CG	BMU
1020-063-11-0000	5553 RIVERSIDE DR	CG	BMU
1020-063-15-0000		CG	BMU
1020-063-16-0000	12940 13TH ST	CG	BMU
1020-063-23-0000	5585 RIVERSIDE DR	CG	BMU
1020-071-08-0000	12939 13TH ST	CG	BMU
1020-071-09-0000	12931 13TH ST	CG	BMU
1020-071-10-0000	12923 13TH ST	CG	BMU
1020-071-11-0000	5599 RIVERSIDE DR	CG	BMU
1020-071-12-0000	RIVERSIDE DR	CG	BMU
1020-071-13-0000	RIVERSIDE DR	CG	BMU
1020-071-14-0000	12924 14TH ST	CG	BMU
1020-071-15-0000	14TH ST	CG	BMU
1020-071-16-0000	12940 14TH ST	CG	BMU
1020-073-07-0000	12943 14TH ST	CG	BMU
1020-073-08-0000		CG	BMU
1020-073-09-0000	12923 14TH ST	CG	BMU
1020-073-10-0000	14TH ST	CG	BMU
1020-073-11-0000	5663 RIVERSIDE DR	CG	BMU
1020-073-23-0000	5677 RIVERSIDE DR	CG	BMU
1020-082-52-0000	5715 RIVERSIDE DR	CG	BMU
1020-082-53-0000	5725 RIVERSIDE DR	CG	BMU
1021-621-01-0000	14525 MONTE VISTA AVE	GI	M2
1021-621-02-0000	14525 MONTE VISTA AVE	GI	M2
1021-621-03-0000	5045 EUCALYPTUS AVE	GI	M2
1021-621-04-0000	5151 EUCALYPTUS AVE	GI	M2
1021-621-05-0000		GI	M2
1021-621-06-0000		GI	M2
1021-631-01-0000	5116 CHINO HILLS PKWY	GI	M2
1021-631-02-0000	5026 CHINO HILLS PKWY	GI	M2
1021-631-03-0000	14725 MONTE VISTA AVE	GI	M2
1021-631-04-0000	14725 MONTE VISTA AVE	GI	M2
1021-631-05-0000	14725 MONTE VISTA AVE	GI	M2
1022-031-02-0000	3750 GRAND AVE	RC	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1022-082-03-0000	3944 GRAND AVE	RC	RMU
1022-082-04-0000	3950 GRAND AVE	RC	RMU
1022-082-07-0000	3880 GRAND AVE	RC	RMU
1022-082-11-0000	GRAND AVE	RC	RMU
1022-082-12-0000	4040 GRAND AVE	RC	RMU
1022-082-13-0000	4042 PIPELINE AVE	RC	RMU
1022-082-15-0000	3850 GRAND AVE	RC	RMU
1022-082-18-0000	3808 GRAND AVE	RC	RMU
1022-082-19-0000	3800 GRAND AVE	RC	RMU
1022-082-20-0000	3800 GRAND AVE	RC	RMU
1022-082-21-0000	GRAND AVE	RC	RMU
1022-082-22-0000	GRAND AVE	RC	RMU
1022-082-23-0000	GRAND AVE	RC	RMU
1022-101-05-0000	13889 PIPELINE AVE	LI	M1
1022-101-06-0000	13770 NORTON AVE	LI	M1
1022-101-10-0000	4277 SCHAEFER AVE	VLI	BP
1022-101-11-0000	13725 PIPELINE AVE	LI	M1
1022-101-12-0000		LI	M1
1022-101-13-0000	4115 SCHAEFER AVE	VLI	BP
1022-101-14-0000	4175 SCHAEFER AVE	VLI	BP
1022-101-15-0000	4235 SCHAEFER AVE	VLI	BP
1022-111-06-0000	4351 SCHAEFER AVE	VLI	BP
1022-111-07-0000	SCHAEFER AVE	VLI	BP
1022-111-08-0000	4411 SCHAEFER AVE	VLI	BP
1022-111-09-0000	13710 RAMONA AVE	VLI	BP
1022-111-12-0000	13770 RAMONA AVE	LI	M1
1022-111-13-0000	4331 SCHAEFER AVE	VLI	BP
1022-111-14-0000	13771 NORTON AVE	LI	M1
1022-111-15-0000	13760 RAMONA AVE	LI	M1
1022-121-09-0000	13825 NORTON AVE	LI	M1
1022-121-10-0000	13875 NORTON AVE	LI	M1
1022-121-11-0000	13860 RAMONA AVE	LI	M1
1022-121-12-0000	13790 RAMONA AVE	LI	M1
1022-221-10-0000	4450 EDISON AVE	LI	M1
1022-231-03-0000		LI	M1
1022-231-04-0000	13950 NORTON AVE	LI	M1
1022-241-05-0000	14035 PIPELINE AVE	LI	M1
1022-241-06-0000	13925 PIPELINE AVE	LI	M1
1022-241-07-0000	4110 EDISON AVE	CM	CG
1022-251-05-0000	4024 GRAND AVE # AVE	RC	RMU
1022-251-06-0000	4012 GRAND AVE	RC	RMU
1022-251-07-0000	4008 GRAND AVE	RC	RMU
1022-251-08-0000	4004 GRAND AVE	RC	RMU
1022-251-09-0000	3968 GRAND AVE	RC	RMU
1022-251-10-0000	3956 GRAND AVE	RC	RMU
1022-251-11-0000	3962 GRAND AVE	RC	RMU
1022-251-12-0000	3902 GRAND AVE	RC	RMU
1022-251-13-0000	3890 GRAND AVE	RC	RMU
1022-251-14-0000	GRAND AVE	RC	RMU

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1022-251-15-0000	4032 GRAND AVE	RC	RMU
1022-251-16-0000	4028 GRAND AVE	RC	RMU
1022-261-08-0000	3801 GRAND AVE	RM	RMU
1022-261-09-0000	3809 GRAND AVE	RM	RMU
1022-271-16-0000	3825 GRAND AVE	RM	RMU
1022-271-17-0000	3817 GRAND AVE	RM	RMU
1022-271-18-0000	3903 GRAND AVE	RM	RMU
1022-271-19-0000	3911 GRAND AVE	RM	RMU
1022-271-20-0000	3919 GRAND AVE	RM	RMU
1022-271-21-0000	3927 GRAND AVE	RM	RMU
1022-381-04-0000	3943 GRAND AVE	RM	RMU
1022-391-15-0000	3935 GRAND AVE	RM	RMU
1022-391-16-0000	4005 GRAND AVE	RM	RMU
1022-391-17-0000	4013 GRAND AVE	RM	RMU
1022-391-18-0000	4021 GRAND AVE	RM	RMU
1022-391-19-0000	4029 GRAND AVE	RM	RMU
1022-391-20-0000	4045 GRAND AVE	RM	RMU
1022-391-21-0000	4053 GRAND AVE	RM	RMU
1022-401-06-0000	3951 GRAND AVE	RM	RMU
1022-401-07-0000	4061 GRAND AVE	RM	RMU
1022-411-05-0000	4271 EDISON AVE	GI	M2
1022-421-09-0000	4107 EDISON AVE	RC	CG
1022-421-12-0000	14165 PIPELINE AVE	CM	CS
1022-421-13-0000	14245 PIPELINE AVE	CM	CS
1022-421-16-0000	14351 PIPELINE AVE	CM	CS
1022-421-17-0000	14365 PIPELINE AVE	CM	CS
1022-421-18-0000	14101 PIPELINE AVE	LI	M1
1022-421-20-0000	14135 PIPELINE AVE	RC	CG
1022-421-21-0000	14165 PIPELINE AVE	RC	CG
1022-421-22-0000	14275 PIPELINE AVE	CM	CS
1022-421-23-0000	14335 PIPELINE AVE	CM	CS
1022-421-24-0000	14315 PIPELINE AVE	LI	M1
1022-431-09-0000	4361 EDISON AVE	GI	M2
1022-441-09-0000	14120 RAMONA AVE	GI	M2
1022-531-11-0000	4250 EUCALYPTUS AVE	GI	M2
1022-531-12-0000	4340 EUCALYPTUS AVE	GI	M2
1022-531-13-0000	4340 EUCALYPTUS AVE	GI	M2
1022-541-09-0000	14480 RAMONA AVE	GI	M2
1022-551-03-0000	14485 PIPELINE AVE	RC	RMU
1022-561-02-0000	4250 EUCALYPTUS AVE	GI	M2
1022-571-07-0000	4089 GRAND AVE	RM	RMU
1022-571-08-0000	4085 GRAND AVE	RM	RMU
1022-571-09-0000	4093 GRAND AVE	RM	RMU
1022-571-10-0000	3959 GRAND AVE	RM	RMU
1022-581-04-0000	14452 PIPELINE AVE	RM	RMU
1025-082-01-0000		C	CG
1025-101-10-0000	4201 EUCALYPTUS AVE	C	CG
1025-111-06-0000	4401 EUCALYPTUS AVE	M	M1
1025-111-07-0000	4475 EUCALYPTUS AVE	M	M1

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1025-111-08-0000	4451 EUCALYPTUS AVE	M	M1
1025-121-05-0000		M	M1
1025-121-06-0000	14622 RAMONA AVE	M	M1
1025-132-02-0000	14529 RAMONA AVE	C	CG
1025-132-04-0000	14549 RAMONA AVE	C	CG
1025-132-05-0000	14611 RAMONA AVE	C	CG
1025-132-06-0000	14659 RAMONA AVE	C	CG
1025-132-07-0000	14705 RAMONA AVE	C	CG
1025-132-11-0000	14589 RAMONA AVE	C	CG
1025-132-12-0000	14605 RAMONA AVE	C	CG
1025-132-13-0000	14671 RAMONA AVE	C	CG
1025-133-32-0000	14716 YORBA CT	M	M1
1025-133-33-0000	14710 YORBA CT	M	M1
1025-133-34-0000		M	M1
1025-133-35-0000	14728 YORBA CT	M	M1
1025-133-36-0000	14722 YORBA CT	M	M1
1025-133-37-0000	YORBA AVE	M	M1
1025-133-38-0000	14740 YORBA CT	M	M1
1025-133-39-0000	14734 YORBA CT	M	M1
1025-133-40-0000		M	M1
1025-133-41-0000	14746 YORBA CT	M	M1
1025-133-42-0000	14770 YORBA CT	M	M1
1025-133-43-0000	14752 YORBA CT	M	M1
1025-133-44-0000	14782 YORBA CT	M	M1
1025-133-45-0000	14776 YORBA CT	M	M1
1025-133-46-0000		M	M1
1025-133-47-0000	14764 YORBA CT	M	M1
1025-133-48-0000	14758 YORBA CT	M	M1
1025-133-49-0000		M	M1
1025-133-50-0000	14790 YORBA CT	M	M1
1025-133-51-0000	14808 YORBA CT	M	M1
1025-133-52-0000	14802 YORBA CT	M	M1
1025-133-53-0000	14522 YORBA AVE	M	M1
1025-133-54-0000	14628 YORBA AVE	M	M1
1025-151-09-0000	14525 YORBA AVE	GI	M2
1025-151-10-0000	14575 YORBA AVE	GI	M2
1025-151-11-0000	BOULDER AVE	GI	M2
1025-151-12-0000	4775 EUCALYPTUS AVE	GI	M2
1025-151-13-0000	BOULDER ST	GI	M2
1025-151-14-0000	14651 YORBA AVE	GI	M2
1025-151-15-0000	BOULDER ST	GI	M2
1025-151-16-0000	14701 YORBA AVE	GI	M2
1025-151-17-0000		GI	M2
1025-151-18-0000	CHINO CREEK CHANNEL	GI	M2
1025-151-19-0000		GI	M2
1025-151-21-0000	14510 MONTE VISTA AVE	GI	M2
1025-151-22-0000	14680 MONTE VISTA AVE	GI	M2
1025-151-23-0000	14720 MONTE VISTA AVE	GI	M2
1025-151-24-0000	CHINO CREEK CHANNEL	GI	M2

Assessor Parcel Number	Civic Address	Current Zoning	Proposed Zoning
1025-191-07-0000	CHINO HILLS PKWY	C	CG
1025-201-05-0000		C	CG
1025-201-06-0000	RAMONA AVE	C	CG
1028-202-29-0000	15192 CENTRAL AVE BLDG A	CO	M1
1028-202-30-0000	15202 CENTRAL AVE STE B	CO	M1
1028-202-31-0000	15210 CENTRAL AVE BLDG C	CO	M1
1028-202-32-0000	15220 CENTRAL AVE BLDG D	CO	M1
1028-202-33-0000	15302 CENTRAL AVE BLDG E	CO	M1
1028-202-34-0000	15316 CENTRAL AVE BLDG F	CO	M1
1028-202-35-0000	15322 CENTRAL AVE BLDG G	CO	M1
1028-202-36-0000	15328 CENTRAL AVE BLDG H	CO	M1
1028-202-37-0000	15338 CENTRAL AVE BLDG J	CO	M1
1028-202-38-0000	15348 CENTRAL AVE BLDG K	CO	M1
1028-202-39-0000	CENTRAL AVE	CO	M1
1028-202-50-0000	15302 EL PRADO RD	CO	M1
1028-202-51-0000	15341 CENTRAL AVE	CO	M1
1028-202-52-0000	15361 CENTRAL AVE	CO	M1
1028-202-53-0000	15342 EL PRADO RD	CO	M1
1028-202-54-0000		CO	M1

SENT VIA EMAIL
June 15, 2026

Planning Commission
Michael Hitz, Principal Planner
City Clerk
Email: planning@cityofchino.org; cityclerk@cityofchino.org; mhitz@cityofchino.org

RE: Comment Letter on proposed Chino Truck Routes as included in 2045 General Plan – Item 5

Dear Planning Commission, City Staff, City Clerk

The Sierra Club Los Serranos Group and Freight Communities Action Coalition would like to thank you for the opportunity to comment on the Assembly Bill 98/Senate Bill 415 revisions to Chino Truck Routes as described in the General Plan 2045 update in Map INF-3 and Map INF-4. We support the removal of the following truck routes that do not meet the intent or plain language requirements of Assembly Bill 98 to minimize exposure of sensitive receptors (people) to truck routes by prioritizing the use of freeways and divided highways for trucks. The following routes are unnecessary to access industrial/commercial/agricultural zones and unnecessarily create truck bypasses from industrial zones through residential neighborhoods.

- Riverside Drive; all
- Central Ave; north of SR-60
- Ramona Ave; north of Schaeffer Ave
- Edison Ave; east of Oaks Ave
- Pine Ave; East of Euclid Ave
- Hellman Ave; south of Kimball Ave
- East End Ave; south of Placentia Ct.

Each of these truck routes is unnecessary and in direct conflict with the plain text of AB 98 and SB 415 as they are predominantly residential areas (i.e., sensitive receptors) and are not the most direct access to industrial zones from freeways and divided highways. We respectfully request that City Staff and the Planning Commission additionally remove the following truck routes, as depicted in **Figure 1.** Our proposed map allows shortest-line direct access for trucks to all predominanty industrial/agricultural/commercial zones and minimizes exposure to residents by removing the bypasses and unnecessary routes.

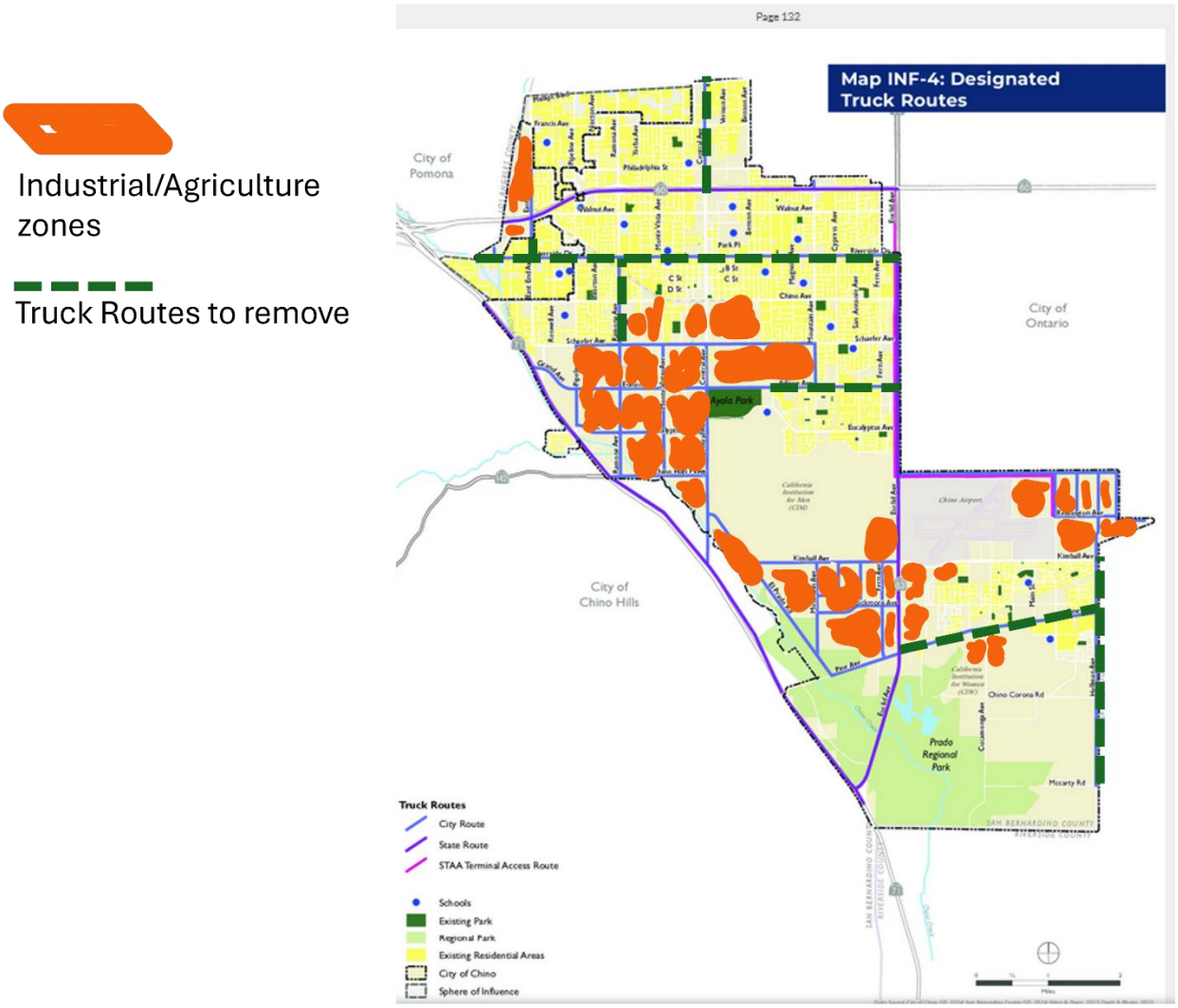


Figure 1. Proposed truck routes to remove (dark green dashes), along with existing industrial/agricultural zones (orange) in Chino.

The Sierra Club Los Serrano Group is part of a coalition of community groups in western Riverside County that won a $250,000 grant from the State Air Resources Board to discuss the implementation of truck routes in the municipalities of Western Riverside County and hosted an AB 98 Truck Route summit in Mead Valley on November 7th, 2025 and a follow-up meeting on February 21, 2026. Multiple municipalities sent representatives, including the cities of Perris, Moreno Valley, and Riverside, and the Counties of Riverside and San Bernardino. We discussed truck route planning throughout the region and hope our local expertise can help the City of Chino to better meet the legal standards for truck route planning described in AB 98 and SB 415.

Our coalition supports the establishment of truck routes that narrowly meet the established guidelines of the statewide truck route ordinance. Here's a plain language summary of the key text.

- Establish truck routes to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors §65098.2.8(a)(1)
- Maximize highways as preferred routes for truck routes. Use major roadways when state or interstate highways are not utilized. §65098.2.8(a)(2)

    - Use local roads only when strictly necessary to reach existing industrial zones. §65098.2.8(a)(2)(A)
    - Trucks shall be routed via transportation arteries that minimize exposure to sensitive receptors. §65098.2.8(a)(2)(B)
    - Restrict logistics development use to truck route roadways. §65098.2.8(a)(2)(C)(i)
    - Local roads should be truck routes only if at least half of properties fronting the road within 1,000 feet are commercial, agricultural, or industrial zoning. §65098.2.8(a)(2)(C)(ii)
- The city shall provide opportunities for the involvement of citizens, California Native American Indian tribes, public agencies, public utility companies, and civic, educational, and other community groups through public hearings and any other means that the planning agency deems appropriate, consistent with Section 65351. The city shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the changes required pursuant to this section. §65098.2.8(f, g)

We believe that our proposed changes are consistent with the intent and plain text of AB 98 and SB 415 and hope that City planning commission and staff takes these proposed changes seriously. Please include us on any future notifications on this project that involve updates to the proposed truck routes. Also, attached please find a flyer with some guidance for community-led truck route planning.

Sincerely,

Mary Ann Ruiz
Sierra Club - Los Serranos Group
Conservation Chair
Email: ruizmaryann@gmail.com

Franco Pacheco
Freight Communities Action Coalition
Chair
Email: inlandvalleyalliance@gmail.com

Cc: tatiana.f@ccaej.org; karla.cervantes@sierraclub.org; mikem@radicalresearch.llc

Community Guidance on Truck Route Planning

Guiding Principles

Truck route planning should:

- *Prioritize Community Engagement*: Engage community groups (neighborhood associations, residents, environmental groups, tribes, school districts, and other stakeholders) through all stages of the planning and implementation process.
- *Maximize Use of Highways*: Prioritize and maximize the use of dedicated interstate and state highway infrastructure for all truck traffic.
- *Minimize Impacts on Sensitive Receptors*: Strictly avoid routes through residential neighborhoods, near schools, day care centers, hospitals, nursing homes, parks, playgrounds, and established bike routes.
- *Minimize truck routes within communities*: Only provide local routes as needed to access essential industrial zones.
- *Establish Zero-Emission Zones*: designate 'Green Zones' - where entry is restricted exclusively to zero-emissions commercial vehicles

These principles were synthesized after the AB 98 Truck Route Summit held in Mead Valley on November 7, 2025

Negative Impacts of Truck Routes

Truck traffic on local streets generates significant impacts

- Increases traffic accidents, safety hazards, maintenance costs, road deterioration, congestion, pollution, and noise.
- Disproportionately harms vulnerable populations and undermines efforts to achieve healthy communities.
- Promotes additional industrial development along truck routes, such as fueling stations and truck terminals
- Conflicts with active transportation modes of walking and biking
- Slows emergency response times

FREIGHT COMMUNITIES ACTION COALITION

CALIFORNIA CLIMATE INVESTMENTS

More Information

Overview

On November 7, 2025, the Freight Communities Action Coalition hosted the AB98 Truck Route Summit, gathering attendees from local municipalities, elected officials, local agencies, labor organizations, grassroots and community organizations, and community members. Over sixty participants engaged in discussions on community principles and truck route details. This Summit is part of a community-led effort to address AB 98 requirements, which require elected officials to engage community members at every stage of the planning process. The previous sections are key takeaways from our time together.

Coalition Partners

Contact Us

freightcommunitiesac@gmail.com

@freightcommunitiesac

https://sites.google.com/ccaej.org/freightcommunitiesac

Objections to PL24-0146 (Zoning Ordinance Amendment) and PL25- 0108 (Zone Change) to be Heard before the Planning Commission on June 17, 2026

Opening Statement

A project such as the Eden development should never have been allowed to be approved by our city. The citizens of Chino do not want the loss of our small town atmosphere. We do not want four story buildings in our residential neighborhoods. We do not want the loss of our scenic views. We do not want housing density of over 50 units per acre. We do not want the excess traffic caused by the clustering of high density developments in certain neighborhoods. We do not want the lack of parking on our public streets and neighborhoods.

On November 19, 2024 during the City Council meeting relating to the motion to adopt the Amendment of the 2021-2029 Housing Element Update and Introduction of Ordinance No 2024-003 (ZOA PL23-0133) a request was made for the council to conduct a call for review. Objections the Housing Element had been made at this meeting concerning the new zoning standards for the overlay districts. Per the meeting minutes, the motion was revised by the city council to include the addition of staff review for revisions to height, density and storage facilities related to the Housing Element for affordable housing sites.

The newly proposed zoning ordinance amendments are not the answer to these problems, rather as it is drafted, it will only make the problems worst. The proposed amendments are just another failed and mismanaged attempt that will further allow developers to control our once proud city.

It is recognized that the state has created unrealistic laws involving affordable housing mandates. There are also recent court cases that have created havoc to the ability of local cities to enforce their zoning standards. As example, the court case “Bankers Hill 150” has allowed unlimited waivers to development standards be given to developers that circumvent our local zoning standards. Another case, “Redondo Beach” have outlawed local standards for mixed use overlays in affordable housing sites.

While the state and courts have created very complex laws and regulations, there are still intelligent solutions that can be used by our city officials to help protect our neighborhoods. Our city leaders are not doing enough to protect our city and need to rewrite and fix the proposed amendments to this zoning code.

The proposed zoning amendment is nearly 800 pages long, it will not streamline the regulations, are confusing, and still lack clear objective standards that are not subjective in nature and can be interpreted in ways resulting in capricious and arbitrary decisions.

Objections

Objections are being made to the proposed zoning amendments including the modifications to the land use, density, subdividing of property, parking, and development standards (including, but not limited to building heights, setbacks, floor area ratios) that are not beneficial or wanted by our citizens. The amendments will not protect and promote the comfort, convenience, prosperity and general welfare or our citizens under proposed Section 20.101.020.

Objection are being made to the parking space requirement under Section 20511.040.F. that allow for the Director of Development Services or the Planning Commission to permit reduced parking standards for shared parking. The city is already experiencing a shortage of on-site parking and this will just amplify the problem. Clarity is also needed on the required parking space for AHO and MUO development that may or not be subject to the standards of Gov. Code 65915(p). Clarity is also need for procedures to restrict on-site parking during certain hours of the day and the issuance of parking permits for residence.

It is also argued that the numerous changes to the current code are vague, unclear, and lack the clarity necessary to streamline the zoning regulations to facilitate economic development in accordance with the general plan. It is argued the lack of clarity is inconsistent with the Gov. Code, including Sections 65860 and 11349.

Objections are also made to the required public notices and appeal rights of decisions made by the Director of Development Services. The proposed amendments result in ambiguous and lack transparency for the reasonable appeal rights under Section 20.602 of the amended Zoning Code. The decisions made by the Director of Development Services should be defined objectively and not allow subjective interpretations of an overly complicated zoning code.

Objections are also being made to the changes of current Zoning Code 20.09.090 that are throughout the newly drafted zoning ordinance relating to overlay districts for affordable housing overlay sites for (AHO) districts and the mixed use overlay (MUO) districts. The newly drafted ordinance now defines the former AHO and MOU sites under numerous and various sections of the proposed amendments. There is a lack of clarity if AHO and MUO district are a subset and associated to RMU (Regional Mixed Use); BMU (Business Mixed Use) and EMU (Employment Mixed Use) districts. The proposed amendments and changes are to land-use, zoning, and RHNA site development standards—which should be reviewed by Department of Housing and Community Development (HCD) to ensure the city remains in substantial compliance with state housing law and the city's housing element per Gov. Code 65585. The city has not demonstrated how such notice to HCD will be completed in accordance with Gov. Code § 65585.

These objections as noted above and to be more specifically described below concern adverse conditions to surrounding neighborhoods and potential violations of affordable housing laws, including Gov. Code Sections 65983 and 65915.

Objections are made, but are not limited to the following chapters/sections or tables:.

20.101.020; 20.102.030; 20.103; 20.103.110; 20.201; 20.201; 20.102-030; 20.202.040; 20.202.050; Table 20.202-1; Table 20.202-2; 20.202.040; 20.202.050.E.; Table 20.204-1; Table 20.205-1; 20.205.020; 20.205.040; 20.206; 20.511; Table 20.511-2; 20.511.040; 20.301; 20.305; 20.305.010; 20.306; Table 20.306-2; Table 20.306-3; Table 20.306-4; 20.306.040; 20.306.050; 20.306.060; 20.501-030; 20.511.040; 20.512.030; Table 20.601-2; 20.602; 20.602.050; 20.602.090; 20.602.100; 20.602.103; 20.602.160; and Table 20.602-2, 20.603.100

Effects of New Commune DTLA LLC v. City of Redondo Beach

Unlawful Use of Overlay Sites in Affordable Housing Districts

The draft amendment fails to remove from the RHNA obligations when property will be subdivided and acreage will be used only for commercial usage. The results of the Redondo Beach decision would require the acreage dedicated to exclusively commercial usage would need to be removed from the RHNA calculation for the subdivided acreage under Gov. Code § 65583.2.

As example, the Eden development of 9.82 adjusted acres, was clustering all the residential usage on approximately 5 acres, resulting in about 4.82 acres being used for commercial development without any residential development on the subdivided acres. With an RHNA obligation of 26 units per acres, the realistic capacity would be on 130 units on the five acres, with the approximate 4.82 commercial acreage being subject to development standards for commercial usage and not residential standards. The land used for about 4,82 acres in the Eden development was not for residential capacity and does satisfy the realistic capacity as set-forth by the HCD.

Under state law, the developer could use SDBL under Gov Code 65915(f) and build at the base density of 30 units (150 units or 180 units) with a 10% low income inclusion. However, to build 264 units on 5 acres, with a density of over 52 units per acre would need to include higher percentage calculations for low income housing under the Table § 65915(f). Furthermore, since the additional units would require a density bonus of over 50%, the development would require additional stacking under AB 1287.

Based upon the Redondo case , the city improperly allowed the clustering of residential usage on the 5 acres without reducing the RHNA obligation or requiring higher SDBL low income percentages. While the Bankers Hill 150 decision allows unlimited waivers under Gov. Code§ 65915(b) and (e), these are for development standards and do not reduce the low income inclusion percentage under § 65915(f).

The city should objectively clarify the Redondo Beach decision within the draft zoning ordinance. Wherein the city cannot force the developer to include residence usage on subdivided parcels, it must be made objectively clear that the acreage dedicated to exclusively commercial usage will be removed from the RHNA obligations capacity. While the city could not stop the developer from subdividing, the reduction in RHNA capacity will be counted to the city's "No Net Loss" calculations. The revised zoning code and ordinance should contain unambiguous language that the overall site RHNA capacity will be reduced under the developer subdividing the property and the higher density per acre would be subject to the provisions of § 65915(f).

The city should also remove from the draft zoning code and ordinance the ability for developers to transfer floor area ratio (FAR) from one site to another under Section

20.202.050E., and the development bonuses under Section 202.202.050A. & B. These two types of incentives are deemed to be no more than a devious method to circumvent the lawful requirements of the “Redondo Beach” case.

The above lawful practices would not be subject to the same unlimited waivers as allowed in the Bankers Hill 150 court decision. The Redondo Beach case deals specifically with the Housing Element Law and zoning overlays. The Bankers Hill case deals with the development standards, in which § 65915(f) in not included.

Effects of Bankers Hill 150 v. City of San Diego

Allowing Unlimited Waiver under Gov. Code Sections 65915(b) and (e)

It is recognized that the Bankers Hill 150 case has put significant restrictions on a city’s ability to have objective development standards. Developers can claim unlimited waivers to development standards and cities can no longer enforce these objective standards unless it compromises health or safety. It should be noted that the Eden development would not have been able to claim unlimited waivers since only 9% low income units were included in the development. Under Bankers Hill, in order to qualify for unlimited waivers, a developer would need to include 10% low income or 5% very low income units.

In spite of the Bankers Hill 150 ruling, there are still possible strategies a city can use to mitigate the unlimited waivers that developers can claim. The draft zoning code under Section 20.306.060A., allows for horizontal development and should be revised and removed. The city could ban horizontal subdivisions and also institute a land use of Vertical Mixed-Use (VMU) design framework which allow for ground floor commercial baselines and upper floor residential decks.

The city could also prevent clustering by Site Capacity and Density Transfers regulations. While there are limits to the city’s ability, if a city designates a site for housing in its Housing Element, the city can cap the maximum non-residential footprint to ensure the site's overall housing capacity is not compromised and to spread uniformly the residential usage across the site (a modified horizonal mixed use by acreage regulation). Similar to Section 20.202.050E., the transferring of density within the land use standards in the General Plan could require even distribution of both residential and commercial usage in RHNA sites.

While the above limitations are not flawless, the city could make an attempt to enact such regulations, if even for developments that do not meet the lower income inclusion percentages of Gov. Code § 65915(b) & (e).

The city should at least make a verifiable effort to prevent the clustering of residential units in only a portion of the RHNA sites.

Parking Issues

Objections are made to the ability to provide up to 50% or more in reductions in parking spaces as allowed under Section 20.511.040.F. of the draft zoning amendment. Chino is already experiencing shortages in on-street parking and the increase in high density housing developments will only exacerbate the problem.

Wherein Section 20.511.040.F.6., for affordable housing projects discusses Gov. Code § 65915, no such clarity is provided in Section 20.511.040.F.5., for mixed use projects. Minimum standards should be established for the mixed use project.

It should be noted that the Eden project only included 9% low income housing and this percentage did not meet the minimum standards of the 10% requirement as provided in § 65915(b) of the Gov. Code. Therefore, it appears the Eden project was not eligible for under state standards for the reduced parking requirements under § 65915(p). The city was under no state mandate to provide reduced parking for the Eden project. This is a type of error that should be prevented in the revised zoning code.

Based upon the confusion and critical issues with off-street parking for mixed use and affordable housing sites, it is recommended that the Director of Development Service be remove from final approval authority and that only the Planning Commission approve such reduced parking requirements in affordable housing projects. Such reduction and waiver authority should be handled in the same manner as the provision of Section 20.512.030.C. A public notice and hearing before Planning Commission should be conducted for any reduction in parking standards under Section 20.602.050 and Table 20.602-2.

Greater clarity and objective standards are also deemed necessary for parking restrictions and parking permits that are found currently under the Municipal Code, Chapter 10. Many in the city feel with the increase density in housing developments and the limited number of on-street parking spaces may require restricted overnight parking and the need for citizens to obtain parking passes for their local neighborhood. It is recommended that such procedures needed to establish no overnight parking zones and neighborhood parking passes be enhanced in the revised zoning code to coincide with Chapter 10 of the Municipal Code.

Complexity and Lack of Clarity in Revised Zoning Code

The proposed draft is over 500 pages long and does little to streamline the process of housing developments in Chino. There is complexity and confusion between the newly created RMU, BMU and EMU districts compared to the mixed use AHO and MUO overlays, since both the RMU and BMU described in Section 20.202.020 of the revised zoning plan also have residential units permitted inclusion. The bonus and FAR allowed under Section 20.202.50 are also confusing. Throughout the entire revised zoning code it is difficult to follow and comprehend the regulations. One the common arguments made by developers is the costs of fees and permits to build in Chino. An objection is made to the difficulty in understanding the revised zoning code, and it recommended that revised zoning code be streamlined for greater efficiency and understanding.

The lack of clarity between BMU developments standards in Table 20.202-2, such as number of stories, height in feet, and FAR are not consistent with Section 20.306.080 and Table 20.306-4 for MUO districts. It is recommended that the development standards for BMU districts that permit residential inclusion be consistent with the development standards for MUO districts.

It is also argued that the numerous changes to the current code are vague, unclear, and lack the clarity of Gov. Code § 11349 and the consistency of § Gov. Code §5860 be improved in the revised zoning code.

Floor Area Ratio (FAR) and Building Height Calculations

Objections are made to the possible increased density in many of the new developments being permitted in Chino. The city can comply with the RHNA capacity obligations in the Housing Element and allow the allowable FAR defined in Section 20.103.110 to include all buildings on a site area. This seems to be in conflict with Table 20.306-6. In the past the meaning of Table 20.306-6 had been interpreted by the Director of Development Services to exclude residential buildings from the FAR. This same Table 20.303-6 also allows greater building heights of 50 feet and Section 20.306.080C., allows floors up to 4 stories, wherein Table 20.202-2 allows 3 stories and 40 feet high. The newly drafted zoning code also allows for the building separations to only pertain to residential units. This must be changed to include commercial buildings on the same site. The city does not need greater density by cramming buildings right next to each other in a RHNA residential development and creating the visual effect of less open space. .

It is requested that the inconsistency and confusing between Sections 20.202.110 and 20.306.080 be clarified and resolved. The citizens were informed that the buildings would be reduced to only 3 stories in MUO districts, yet the development standards under Table 20.306-4 still allow building heights up to 50 feet and four stories.

Allowable Density

Objections are made to the allowable density in MUO sites. The issue of density was a topic staff was to review under the motion made by the council during the city council meeting on November 18, 2024.

Under Table 20.306-2 the allowable density in MUO districts is a minimum of 26 units per acre with an allowable base density of 30 units per acre. In the HCD certified Housing Element the net capacity for RHNA obligations was only 20 units per acre because HCD made an allowable 80% development factor to account for existing and future non-residential uses on each parcel. Thus under HCD standards 20 units per acre would satisfy the RHNA capacity for mixed use overlays in RHNA sites.

The city has made a feeble argument that it submitted an inquiry with HCD to reduce the allowable minimum density on RHNA sites, but cannot do anything because HCD never responded. An objection is made that this is not a valid and acceptable argument. The city has a responsible to listen to it citizens and take all appropriate actions to resolve this important density issue. The failure of getting a response based upon a half-hearted attempt by the city staff to resolve the density issue is deemed to be lackluster and disinterested reaction to the valid concerns of its citizens.

It is recommended that since the revised zoning code directly relates to building heights, FAR calculations and the removal of storage facilities from RHNA sites are legal standards that would require a draft Housing Element revisions notification to HCD, the city should proceed with submission of the draft revision of the zoning code to HCD.. Even more important, the city also has the ability to submit within the draft zoning code to HCD, revised density calculations in MUO sites from 26 to 20 units per acre. The city has a legal right to submit a draft revision of the Housing Element concerning the development standards and density to HDC under Gov. Code §65585. More importantly, HCD has a legal mandate to provide a written response in 60 days for subsequent draft submittals under § 65585(b)(1)(C).

The city has a legal right to require that HCD respond in writing to a revised draft to the Housing Element. The citizens of Chino have the right to expect its officials to perform their jobs in a diligent manner. The city has a greater right and responsibility to make HCD do their job and provide a written response for the submission of a draft revision to the Housing Element.

Our city officials need to do is listen to the valid concerns of its citizens and submit a draft revision to the Housing Element to HCD concerning the changes to building heights, the methodology for FAR calculations, the removing of the inclusion of storage facilities in MUO sites, and most importantly, revising the Housing Element to a lower density in mixed use overly to a capacity of 20 units per acre in MUO sites that already had been approved by HCD.

It is also a frivolous argument by the city that in November of 2024, they could not make an adjustment to the Housing Element without prior approval by HCD, but now they are not required to notify HCD of the changes in height, FAR, and excluding storage facilities in MUO sites. It has taken the city over 18 months and developers can still build developments with four stories, 50 foot heights and storage facilities. Someone must take the responsibility to get the job done.

Variances to Zoning Code, Interpretations, Appeal Rights and Procedures

Objections are made to the lack of clarity in the objective standards of the difference between minor and major variances as described in Section 20.602.100. Greater clarity in the objective standards rather than a subjective interpretation of the Director of Development Services need to be defined in the new draft of zoning code revisions.

Objections are made to the allowable limits in Section 20,501.030B.3. of 10 feet for a structure to be approved by Administrative Approval. All variances in the height of a structure should be approved by the Planning Commission or acknowledged by the Planning Commission under the provisions of 20.512.030 which require public notice before the Planning Commission. Greater clarity is needed as what constitutes Administrative Approval.

Objection is made to definition of an “aggrieved person” under Section 20.102.030. It is too restrictive. Challenges to interpretations and decisions concerning development standards that can affect the city or surrounding neighborhoods are not limited to a 300 foot radius of a MUO high density development. All residents should be able to obtain a written interpretation and decision and the ability to appeal these important issues. As example, using the limited radius provided of 300 feet, numerous affected citizens of the Eden project would have been denied reasonable access to important information and to be able to challenge poorly decided decisions. . It would appear this is no more than a disingenuous attempt to limit and stifle citizen involvement in important issues that pertain to all citizens of Chino. The term “aggrieved person” should be changed to “citizen of Chino”.

Objection is made to Table 20.601-2 and the lack of clarity for *“Administrative Action - wherein the noticing requirements shall be the same as that required for the administration action or decision being appealed”*. Administrative Action is also not defined in the glossary under Chapter 20. There are numerous subjective standards being allowed to be decided by the Director of Development Services, including 20.501.030.B, the differences between the objective standards for: a minor or major variance and Section 20.603.080; the objective standards for minor or major modifications under Section 20.602.100.

Objection is also made to Table 20.601-2 which under the “Additional Regulations” column cites 20.601.C.2 & 3 & 4. Such references do not appear under Section 20.601.C. The zoning code needs greater clarity in what constitute an appealable administrative action and how it is differs from an administrative approval under 20.603.100.

Objections are made to the lack of greater clarity when written findings are to be made, including those under Section 20.602.070. It is recommended that enhance reporting requirements be made that all written decisions of the Director of Development Services be entered onto a log and be posted to the city’s website in a manner so simple access can be made by concerned citizens. Citizens should be able to submit a written request to be informed by email of any updates to this log.

The issue of lack of transparency in development decisions made by city staff is an ongoing problem. Better communication procedures should be enacted with accessible reporting requirements and not backroom decisions being made outside the scope of citizen involvement.

A minor objection is made to the removal of Section 20.602.050.D.1.e., wherein the posting of notice signs that can be easily read from 60 feet have been omitted. If a public notice sign is to be posted it should be readable.

It is recommended that corrective actions be taken on the above objections.

office of economic + business affairs
department of administration
505 s. garey ave., pomona, ca 91766

June 17, 2026

Planning Commission
City of Chino
13220 Central Avenue
City Council Chambers
Chino, CA 91710

Respected Planning Commissioners:

Please consider this formal public comment letter on behalf of the City of Pomona for *Comprehensive Zoning Code Update PL24-0146 (Zoning Ordinance Amendment) and PL25-0108*, to be considered at the regularly scheduled Planning Commission of the City of Chino on Wednesday, June 17, 2026.

We would like to to formally acknowledge that the City of Chino's Development Services staff continues to be an active, collaborative partner with the City of Pomona, and have been transparent and forthcoming with their land use and zoning efforts, which is very much appreciated. We are confident that our continued conversations can strengthen the health and quality of life of the entire region for both Pomona and Chino residents. Staff provided us an opportunity to review a draft of the zoning code. We have had the opportunity to fully review the document and would like to put into the record the following points of feedback.

Comment #1: Strengthening Definitions of Fulfillment and Logistics and Prohibiting in Business Park and M-1 zoning districts

The City of Pomona is pleased to see the addition of good neighbor policies and standards consistent with State law concerning warehousing and logistics facilities. With that said, aside from the definitions contained within 20.514.590, there does not appear to be Glossary definitions of "fulfillment," "logistics," and related land uses. In Pomona's experience, the lack of clear zoning definitions for these uses has been problematic, as third-party logistics, less than truckload, and other fulfillment-oriented uses have been able to secure business license and zoning clearance relying on broader Glossary definitions for "warehousing" or "wholesale." This can enable truck-intensive and continuously operating fulfillment houses on even small footprints in business parks. ***We request adding Glossary definitions for fulfillment-oriented uses to create the full throughline to the new good neighbor policies and ensure wrap-around***

Enforcement, and then establishing prohibitions for these uses (other than Microbusinesses or Microfulfillment) in Business Park and M-1 zoning districts, or alternatively prohibited within a designated measured buffer from City of Pomona borders . Excerpted below are some of Pomona's definitions that were added in the 2024 zoning code update, as reference.

> *530.J. Fulfillment-Oriented Industrial Uses*
>
> *1. Microbusiness A single business between 2,500 and 22,500 square feet in size that engages in at least two of following activities: Production, Artisanal Manufacturing, Distribution, Fulfillment. Includes Commercial Cannabis Microbusiness pursuant to the Pomona City Code (Ch. 68) within the Commercial Cannabis Permit Program Overlay District Sub Area 3.*
>
> *2. Production Fulfillment Any use that is primarily storage and direct distribution of products to end users within the supply chain ("business to business" or "business to consumer"), sorted, picked, and/or packed either manually or with automation, in either a traditional or a high-cube format. Includes receiving and processing of bulk goods and individual order processing. Excludes Retail and Large Format Retail. Includes e-commerce, third party logistics, on-demand transportation, and freight forwarding.*
>
> *3. Production Transportation Any facility that is involved in product fulfillment or product distribution of bulk goods primarily through the use of truck trailers and truck tractors for truckload services within the supply chain ("business to business" or "business to consumer"). Includes full truckload, less than truckload, trans-loading, consolidations, de-consolidations, cross-dock, and other on-demand transportation services*

Comment #2: Prohibiting Recycling Facilities, Light Processing in M-1 zoning district.

The City of Pomona has prohibited recycling centers, pallet yards, and other waste-oriented facilities since 2017 and have serious concerns about new recycling centers being established along our shared border. The proposed zoning code does prohibit certain recycling centers depending on the zoning district, but still permits by Conditional Use Permit Recycling Facilities, Light Processing" within the M-1 zoning district. The excerpted definition of this use is as follows:

> *Recycling facilities, light processing. A facility used for the collection and processing of recyclable materials that occupies less than forty-five thousand square feet of gross collection, processing and storage area; and has an average of up to two out bound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding, and sorting of source-separated recyclable*

materials, and repairing of reusable materials sufficient to qualify as a certified processing facility. The facility shall not shred, compact or bale ferrous metals, other than food and beverage containers. For the purposes of these provisions, "processing" means the preparation of materials for efficient shipment, or to an end-users specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and/or manufacturing.

The City of Pomona is concerned about the aforementioned definitional activity locating along our shared border, as many of the elements identified, including crushing, grinding, and shredding, have historically enabled facilities that have run afoul of environmental protection laws. ***We request re-designating "Recycling Facilities, Light Processing" as "prohibited" within the M-1 zoning district, or alternatively prohibited within a designated measured buffer from the City of Pomona borders***.

Comment #3: Prohibiting New Truck/Trailer Storage in M-1 zoning district.

The proposed draft enables ***"New Truck/Trailer Storage"*** via a Development Agreement. The City of Pomona has concerns about increased truck and trailer traffic and impacts beyond those that exist today along our shared borders. These uses are not currently permitted within our zoning code along said border. While a development agreement has the potential to address site specific concerns, it is a high risk that can exacerbate cumulative environmental impacts that are currently in these neighborhoods caused by heavy truck and trailer traffic. ***We request re-designating "New Truck/Trailer Storage" as prohibited in the M-1 zoning district, or alternatively prohibited within a designated measured buffer from the City of Pomona borders.***

Comment #4: Adding clarity on data center radius restrictions for Pomona and non-Chino residents.

The City agrees with prohibitions on Data Centers in the M-1 zoning district, and additional radius restrictions when adjacent to residential uses. ***We request clarifying the language on residential proximity to Data Centers to include clear language that residential uses are inclusive of all residences, even beyond the City of Chino borders that are captured within the radius measurement.***

Comment #5: Prohibiting stand-alone Battery Energy Storage Facilities in M-1 zoning district.

Battery Energy Storage Facilities (BESS) are an evolving land use that is being investigated with varying levels of risk management depending on the Fire departments.

office of economic + business affairs
department of administration
505 s. garey ave., pomona, ca 91766

We are concerned with permitting a standalone BESS facility along our shared border that could have thermal runaway risks that affect residents. ***We request redesignating Battery Energy Storage Facilities as prohibited in the M-1 zoning district, or alternatively prohibited within a designated measured buffer from the City of Pomona borders, but still permitting it as ancillary or supportive use for resilience or facility energy backup.***

On behalf of the City of Pomona, we sincerely appreciate the opportunity to comment, your Staff's willingness to openly and transparently work across our shared borders, and remain hopeful for the future health and wellness of our communities.

Sincerely,

Ata Khan
Deputy Director
909-992-6501
ata.khan@pomonaca.gov

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

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

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Introduction of Ordinance 2026-005 – Subdivision Ordinance Amendment (PL26-0001) and Ordinance 2026-006 – Preserve Specific Plan Amendment (PL25-0032).

RECOMMENDATION

1) Conduct a public hearing; 2) approve the introduction of Ordinance No. 2026-005, a proposed amendment to Chapter 19.06.040.A.3 (Subdivision Ordinance) of the Chino Municipal Code to allow private streets within single-family residential zones in The Preserve Specific Plan area; and 3) approve the introduction of Ordinance No. 2026-006, adopting PL25-0032 (Preserve Specific Plan Amendment) both to be read by number and title only and waive further reading of the ordinances.

FISCAL IMPACT

There is no direct fiscal impact for the proposed amendment to The Preserve Specific Plan and Subdivision Ordinance. However, future development may occur as a result of these amendments which would result in the City receiving one-time revenues in the form of Development Impact Fees. Ongoing revenues through property taxes and limited retail sales could also be generated in the future.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Preserve Specific Plan (PSP) was originally adopted in March 2003. The applicant, Chino Preserve Development Corporation, has submitted an application to amend The PSP, which proposes modifications to several sections of The PSP, including private street sections to better facilitate development within the single-family residential land use designations and development standards for self-storage and recreational vehicle storage facilities. The proposed amendment also includes various clean-up revisions identified by City staff and the applicant. In addition to The Preserve Specific Plan Amendment (PSPA), the request includes an amendment to Chapter 19.06.040 of the Subdivision Ordinance (Subdivision Design Standards) to allow for the implementation of private streets within single-family residential land use designations within The PSP. The proposed amendments do not include any land use changes, changes to densities, or changes to the maximum number of permitted residential units currently allowed in The PSP. All proposed amendments are outlined in City Council Ordinances No. 2026-005 and No. 2026-006.

On May 20, 2026, the Planning Commission held a public hearing for The PSPA. While The PSPA requires a recommendation by the Planning Commission, the proposed Subdivision Ordinance Amendment does not require Planning Commission review because it is a legislative amendment to the Subdivision Map Act. The Subdivision Ordinance Amendment was presented to the Planning Commission in conjunction with The PSPA for informational purposes only. At the public hearing, the Commission received no testimony from residents or interested parties in attendance. The Planning Commission voted 7-0, recommending approval of The PSPA to the City Council.

ISSUES AND ANALYSIS

Chapter 19.06.040.A.3 and Roadway Sections

Gated communities are permitted as part of the applicant's Development Agreement (DA); however, the City's current Subdivision Ordinance does not allow gating within single-family subdivisions utilizing private streets. Therefore, the applicant is requesting an amendment to Chapter 19.06.040.A.3 of the Subdivision Design Standards to facilitate the development of gated single-family communities through the use of private streets.

On March 23, 2026, two private street sections were presented to the City's Infrastructure/Streets Committee. The first street section includes parkways, sidewalks, and parking on both sides of the street. The second street section omits the parkway and sidewalk on one side of the street, while maintaining parking on both sides in situations where lots side or rear onto a street. As initially presented, both street sections were proposed to apply citywide. The Committee indicated support for the first street section, emphasizing a preference to maintain sidewalks on both sides of the street due to concerns identified in past projects. While the Committee reviewed the second street section, they did not express support to apply the

second street section citywide. The Committee specified that if these street sections were to move forward to City Council, these sections should only be permitted within The PSP area and shall not be applied citywide, noting that The PSP is a master planned community with design characteristics distinct from other areas of the City. The related Subdivision Ordinance Amendment and private street sections reflect those changes presented to the Committee and are proposed to be limited to The PSP area.

To implement the applicant's request and reflect the Infrastructure/Streets Committee's direction, an amendment to Chapter 19.06.040.A.3 of the Subdivision Design Standards is required. Currently, this section permits private streets only within commercial, industrial or multifamily residential developments, with a limited exception for certain single-family subdivisions approved prior to January 1, 2019. The applicant proposes to amend Chapter 19.06.040.A.3 to expand the provision of private streets to include single-family residential zones within The PSP. The amended section is attached as Exhibit "A" to the staff report.

In addition, the applicant is requesting an amendment to The PSP to incorporate the two private street sections supported by the Committee for use in single family residential land use designations. The proposed street sections designs are attached as Exhibit "B" to the staff report.

Development Standards for Self-Storage and Recreational Vehicle Storage Facilities

As part of the applicant's DA, self-storage and recreational vehicle (RV) storage facilities are allowed with approval of a special conditional use permit within the Low Density Residential (LDR) land use designation at a specific location along Chino-Corona Road (Mill Creek Avenue), across from the California Institution for Woman (CIW). To facilitate implementation of the DA, the proposed PSPA would establish development standards for these uses, as The PSP does not currently include standards for self-storage or RV storage facilities. The proposed development standards for self-storage and RV storage facilities are consistent with the applicable standards in the City's Zoning Code and are included as Table 4 in City Council Ordinance No. 2026-005.

General Clean Up and Clarification

In addition to the primary revisions, the proposed PSPA includes minor clean-up and clarification updates to The PSP. The amendment does not modify land use designations, densities, or the intensity of permitted uses. A complete list of the proposed PSP changes is provided in City Council Ordinance No. 2026-006). Some examples are listed below:

- Revision to graphics to reflect previously approved land use changes that were not incorporated into earlier exhibits.
- Updates to land use acreage tables for open space recreational and light industrial to reflect prior project approvals.
- Renumbering of tables to accommodate the addition of new Table (self-storage and RV storage development standards).
- Updates to the truck route exhibit.

PUBLIC NOTICE

A notice was published in the *Chino Champion* on June 27, 2026. The notice meets the legal noticing requirements and is adequate in scope for this project. No comments have been received to date.

ENVIRONMENTAL REVIEW

The existing environmental documentation is adequate and conforms with the provisions of the California Environmental Quality Act (CEQA), as the project is within the scope of The Preserve Chino Sphere of Influence – Subarea 2 Final Environmental Impact Report (SCH# 2000121036) originally certified on March 25, 2003, which adequately describes the proposed activity for the purposes of the CEQA, pursuant to CEQA Section 21166 and Section 15162 of the CEQA Guidelines. The Preserve Specific Plan Amendment does not include any land use changes, change in residential densities, or changes to the maximum number of permitted residential units allowed in The PSP, and would not create any new significant impacts, or impacts that are significantly different than those identified in The Preserve Chino Sphere of Influence – Subarea 2 Final Environmental Impact Report (SCH# 2000121036).

Attachments:

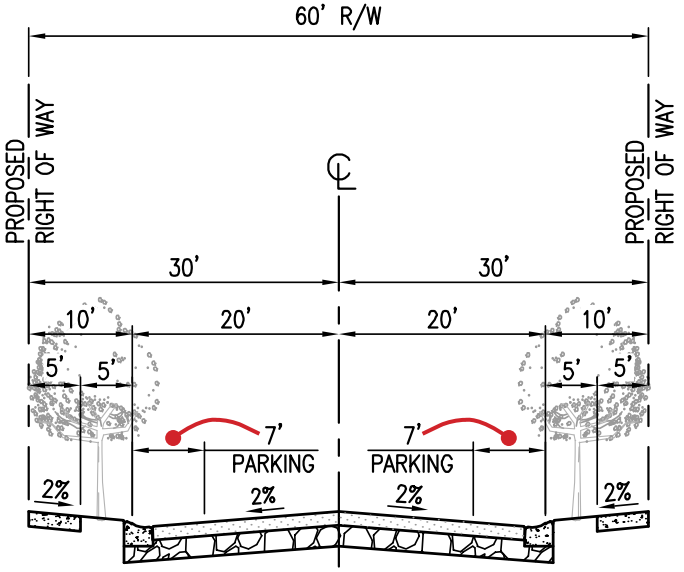
Exhibit “A” – Chapter 19.06.040.A.3 Amendment
Exhibit “B” – Private Street Sections for Single Family Residential
City Council Ordinance No. 2026-005 (Subdivision Ordinance Amendment)
City Council Ordinance No. 2026-006 (Preserve Specific Plan Amendment)

Exhibit "A"

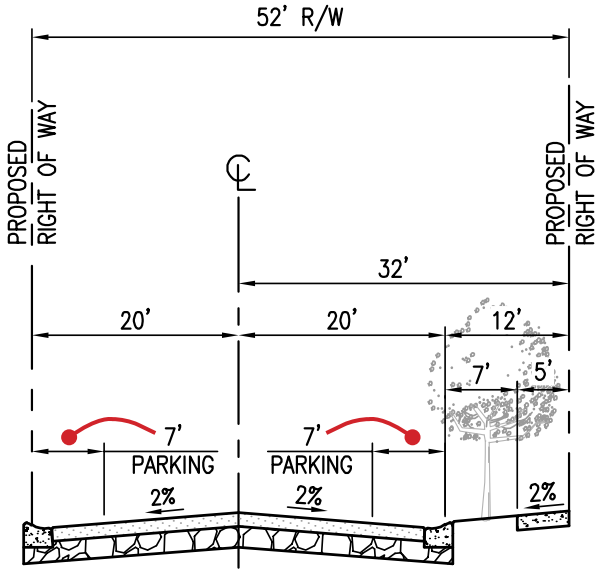
Chapter 19.06.040.A.3

The proposed private street is located on the premises of a commercial, industrial, or multifamily residential development; provided, however, that proposed private streets within a single-family zone as shown on a tentative subdivision map approved by the City before January 1, 2019 shall be allowed so long as any such private streets meet all applicable standards set forth in this chapter and those established by the City Engineer, including but not limited to, all applicable accessibility standards. Private streets may also be permitted within single-family residential zones of The Preserve Specific Plan area, provided that the adopted Preserve Specific Plan (or amendments thereto) expressly authorizes such private streets and establishes applicable development standards. The use and implementation of private streets within a development project that has an approved development agreement shall also comply with the requirements for private streets or gated communities within that development agreement.

Exhibit "B"



Private Street with Reduced Parkways
(Rolled or Wedge Curbs)



Private Street with Sidewalk on One Side[1]
(Rolled or Wedge Curbs)

Notes

1. This condition shall apply only to street segments where residential units front along one side with sidewalk and parkway. The opposite side, where no sidewalk is provided, shall be limited to lots that either side or rear onto the street, unless otherwise approved by the City at an appropriate location.

Not to Scale

ORDINANCE NO. 2026-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE SUBDIVISION ORDINANCE (TITLE 19 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL26-0001 (SUBDIVISION ORDINANCE AMENDMENT).

The City Council of the City of Chino, California, does hereby ordain as follows:

Section 1. Section 19.06.040.A.3 of the Chino Municipal Code is hereby revised as follows (additions in bold **red**; deletions in ~~strikethrough~~):

19.06.040 – Street design and improvements.

A. *Private streets.* New private streets shall be created only if they meet all of the following requirements:

1. The planning commission determines that a private street system will not be a substantial detriment to adjoining properties, or to the properties served by the private street system, and will not disrupt or prevent the establishment of an orderly circulation system in the vicinity of the subdivision;

2. The proposed private streets may deviate from all applicable requirements for public streets, subject to approval by the city engineer and the Chino Valley Fire Independent District;

3. The proposed private street is located on the premises of a commercial, industrial or multifamily residential development; provided, however, that proposed private streets within a single-family residential zone as shown on a tentative subdivision map approved by the city before January 1, 2019 shall be allowed so long as any such private streets meet all applicable standards set forth in this chapter and those established by the city engineer, including but not limited to, all applicable accessibility standards. Private streets may also be permitted within single-family residential zones of The Preserve Specific Plan area, provided that the adopted Preserve Specific Plan (or amendments thereto) expressly authorizes such private streets and establishes applicable development standards. The use and implementation of private streets within a development project that has an approved development agreement shall also comply with the requirements for private streets or gated communities within the development agreement.

4. The subdivider shall establish provisions, approved by the director of community development and city attorney, for a homeowners' association or other organization to assume responsibility for the maintenance and ownership of private streets, alleys and their rights-of-way, including any trees and landscaping provided within the street and alley rights-of-way; and

5. The planning commission may require that a proposed private street be subject to an offer of dedication pursuant to Government Code Section 66477.1.

Section 2. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), Common Sense Exemption, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, and individual development applications will be reviewed under CEQA as they are proposed.

Section 3. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF JULY 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 Ordinance was duly adopted by said City Council at a regular meeting held on the 21st day of July 2026 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

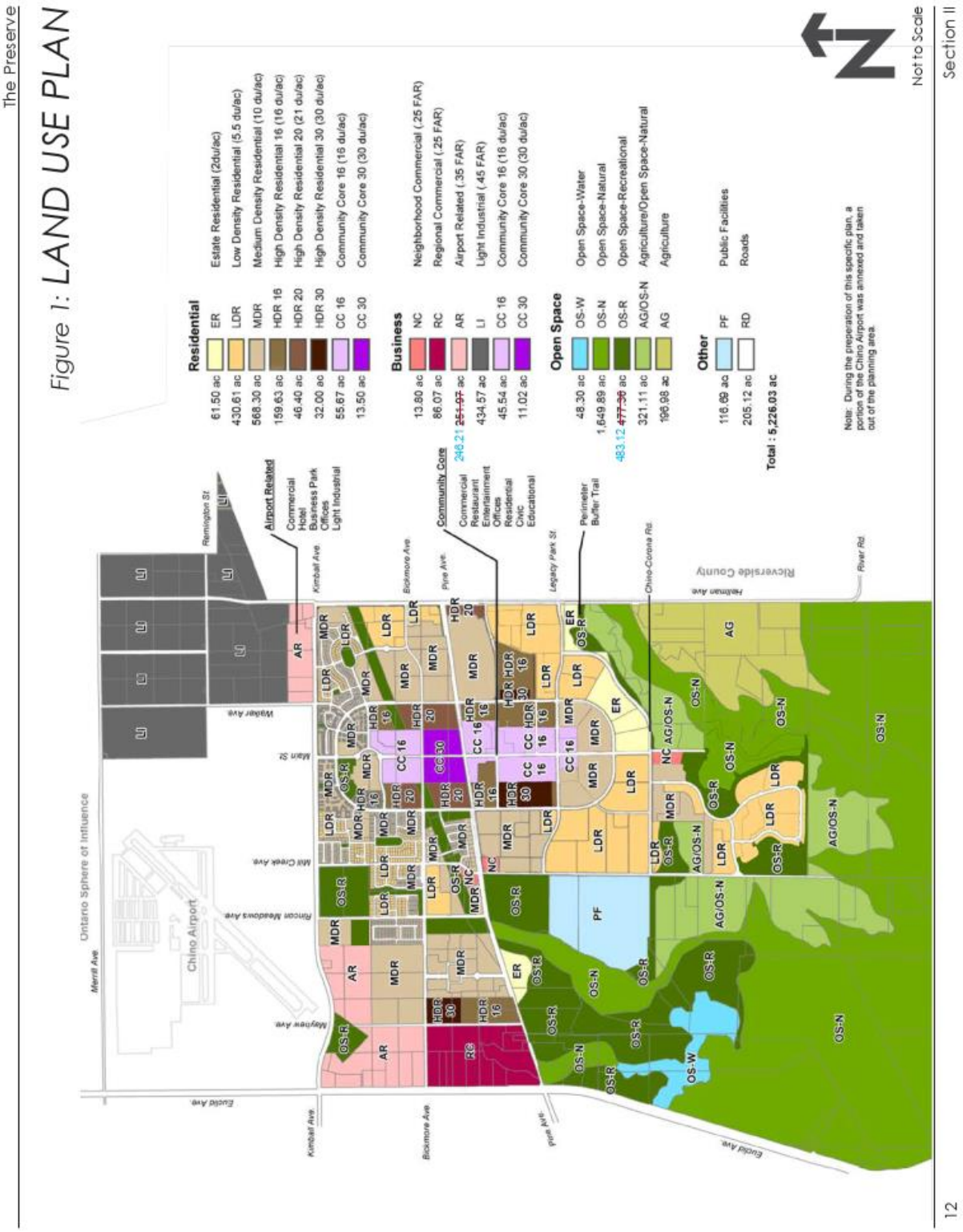
ORDINANCE NO. 2026-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE PRESERVE SPECIFIC PLAN TO ESTABLISH PRIVATE STREET STANDARDS FOR SINGLE-FAMILY RESIDENTIAL AREAS, ADD DEVELOPMENT STANDARDS FOR SELF-STORAGE AND RECREATIONAL VEHICLE STORAGE FACILITIES, AND IMPLEMENT VARIOUS CLEAN UP REVISIONS. PL25-0032 (PRESERVE SPECIFIC PLAN AMENDMENT).

The City Council of the City of Chino, California, does hereby ordain as follows:

Section 1. The Preserve Specific Plan is hereby amended as follows. Additions are shown in red; deletions are in **~~bold strikethrough~~**, and existing text that is not shown and will not be amended is denoted by ellipsis ("…").

Figure 1 (pages 11-12) - The following map shall replace the existing map.



Pg. 19

- On November 15, 2021, the Planning Commission recommended approval and on December 7, the City Council approved Ordinance 2021-015 to adopt the Specific Plan Amendment for changes to Main Street along with some changes to other street sections, and general clean-up.

- On May 20, 2026, the Planning Commission recommended approval and on June 16, 2026, the City Council approved Ordinance 2026-005 to adopt a Specific Plan Amendment to establish private street standards for single-family residential areas, add development standards for self-storage and recreational vehicle storage facilities, and implement various clean-up revisions.

Figure 5 (pages 28-29) – The following map shall replace the existing map.

Figure 5: ADJACENT PLANNED LAND USE

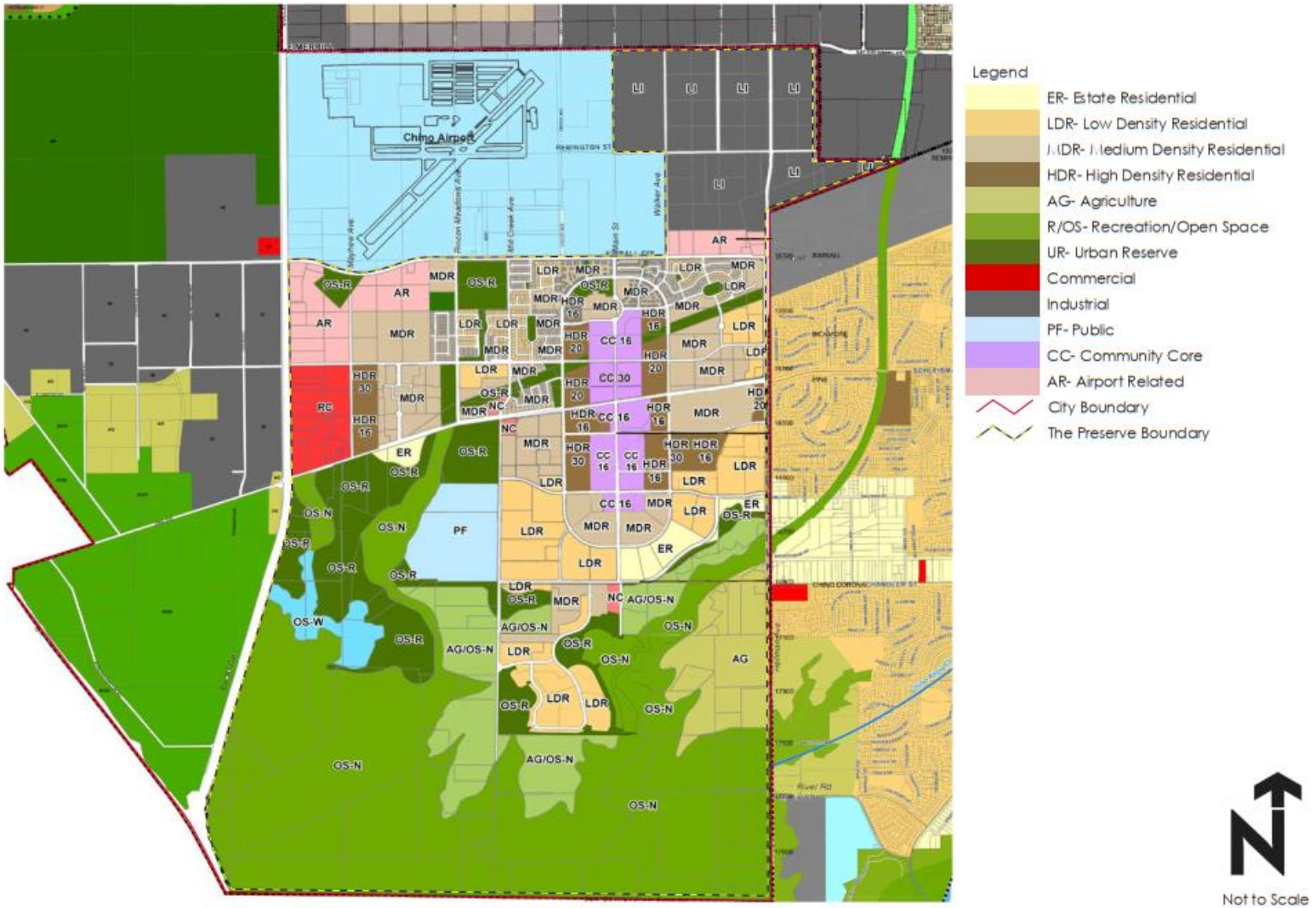


Figure 7 (pages 37-38) – The following map shall replace the existing map.

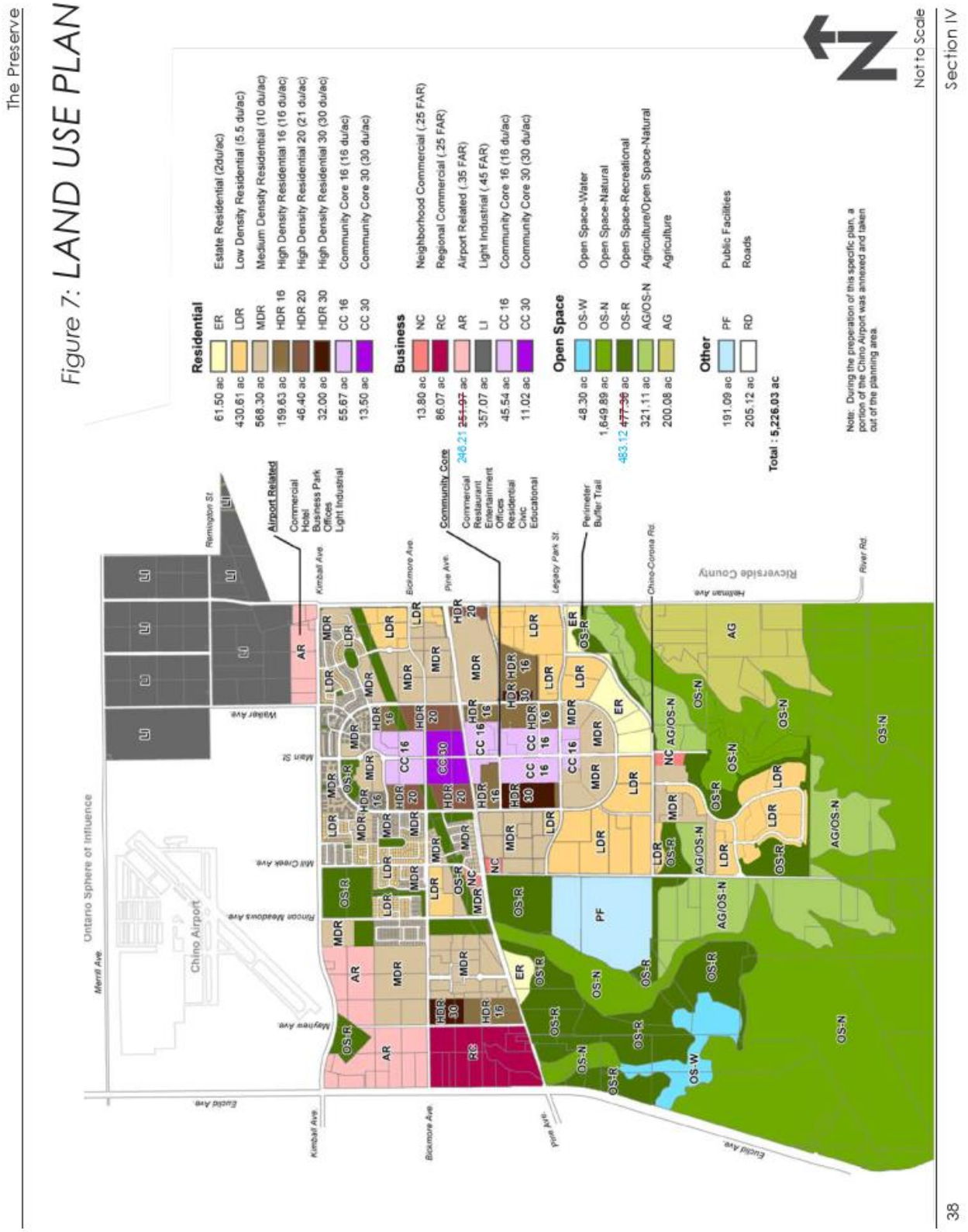


Table 1 (pages 40-41) – The following tables shall replace the existing tables.

TABLE 1 - LAND USE PLAN STATISTICAL SUMMARY						
	Adjusted Gross Ac.*	Adjusted Units[1]	Sq. Ft.[2]	Average Density[3] DU/Ac	Average Density[3] FAR	Density Range[4]
Residential Designations						
Estate Residential	61.50	123		2.0		0-3 du/ac
Low Density Residential	430.61	2,318		5.5		3-8 du/ac
Medium Density Residential	568.30	5,392		10.0		8-12 du/ac [6]
High Density Residential 16	159.63	1,351		16.0		12-20 du/ac
High Density Residential 20	46.40	878		21.0		16-24 du/ac
High Density Residential 30	32.00	768		30.0		24-40 du/ac
Community Core-16 (55% of Designation)	55.67	572		16.0		12-20 du/ac
Community Core-30 (55% of Designation)	13.50	323		30.0		24-40 du/ac
Residential Subtotal	***1,367.61***	***11,725***[1]				
Business Designations						
Neighborhood Commercial	13.80		150,282.00		0.25	N.A.
Regional Commercial	86.07				0.25	N.A.
Regional Commercial (70%)	60.25		656,122.5		0.25	N.A.
Office (15%)	12.91		140,589.9		0.25	N.A.
Open-Space-Rec. (15%)	12.91					
Airport Related	~~251.97~~ 246.21				0.35	
Light Industrial (55%)	~~138.58~~ 132.82		2,716,513.77		0.45	N.A.
Business Park (20%)	50.39		768,306.92		0.35	N.A.
Office (10%)	25.20		384,153.46		0.35	N.A.
Commercial (10%)	25.20		274,395.33		0.25	N.A.
Hotel (5%)	12.60		192,076.73		0.35	N.A.
Light Industrial	434.57		6,999,286.14		0.45	N.A.
Community Core-16 [5]	45.54			16.0	0.50	
MU Commercial (20%)	20.24		352,661.76		0.40	N.A.
MU Office (15%)	15.18		198,372.24		0.30	N.A.
MU Public Facilities (10%)	10.12					

TABLE 1 - LAND USE PLAN STATISTICAL SUMMARY						
	Adjusted Gross Ac.*	Adjusted Units[1]	Sq. Ft.[2]	Average Density[3] DU/Ac	Average Density[3] FAR	Density Range[4]
Community Core-30	11.02					
MU Commercial (20%)	4.90		85,377.6		0.40	
MU Office (15%)	3.67		47,959.56		0.30	
MU Public Facilities (10%)	2.45					
Business Subtotal	~~***765.47***~~ ***759.71***		***12,966,098***			
Open Space Designations						
Agriculture	196.98					
Open Space-Water	48.30					
Ag/Open Space-Natural	321.11					
Open Space Recreation	~~477.36~~ 483.12					
Open Space-Natural	1,649.89					
Open Space Subtotal	~~***2,696.74***~~ ***2,699.4***					
Other Designations						
Public Facilities	116.69					
Women's Institute	122.00					
Chino Airport	69.09					
R.O.W.	205.12					
Other Subtotal	396.21					
Totals	***5,226.03***	***11,725***[1]	***12,966,098***			

Table 2 (page 42) - The following table shall replace the existing table.

Table 2 - Calculation of Adjusted Units					
Land Use Designation	*Adjusted Gross Acres*[1]	*Average Density Factor*	*Park Requirements (Acres)*[2]	*School Assumptions (acres)*[3]	*Adjusted Units*
Estate Residential	61.50	2.0	1.2	10	123
Low Density Residential	430.61	5.5	24.6		2,318
Medium Density Residential	568.30	10.0	62.1		5,392
High Density Residential 16	159.63	16.0	17.6	12.0	1,351
High Density Residential 20	46.40	21.0	9.0		878
High Density Residential 30	32.00	30.0	7.8		768
Community Core 16 – Residential	55.67	16.0	5.8	~~8.68~~	572
Community Core 30 – Mixed Use Residential	13.50	30.0	3.3		323
Non-Residential Designation					
Community Core 16- MU Public				~~16.32~~ 12.0	
Airport Related					
Open Space- Recreational					
Totals	**1,367.61**		**131.4**	~~35~~ 34	***11,725***

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[1] Adjusted gross acres is the gross project acreage excluding the acreage devoted to major, secondary, and collector street rights-of-way, easements for major utilities, and land for City parks and schools.

[2] Based on the City's standard of 3 acres per 1,000 population for all residential units within the Specific Plan. Persons per dwelling unit are estimated at 3.4 persons (Department of Finance, January 2000). Acres are allocated based on Conceptual Parks and Schools Plan (Figure 17).

[3] Two 12-acre School Sites assumed within the Community Core 16 and the High Density Residential 16 Designations. Potential third school site may not be required. A conceptual location is shown and could be moved to other locations in The Preserve, if necessary.

Table 3 (page 58) – The following table shall replace the existing table.

TABLE 3 - RESIDENTIAL DEVELOPMENT REQUIREMENTS

Land Use Designation	Estate Residential	Low Density Residential		Medium Density Residential		High Density Residential 16		High Density Residential 20	High Density Residential 30
Minimum Side Setbacks [9]									
Interior Property Line	10 ft	5 ft [31]	5ft [31]	3 ft	10 ft attached; or 3 ft detached/ cluster [18&29]	3 ft	15' for Attached or Detached or per CBC/CRC for Detached within same neighborhood [11 & 18]	15 ft [18&29]	15 ft [18&29]
Exterior Property Line	15 ft [13]	10 ft [13]	10 ft [13]	10 ft [13]	10 ft [13]	10 ft [13]	10 ft [13]	10 ft [13]	0 ft [3 & 13]
Non-Enclosed Porch	5 ft	3 ft	3 ft	3 ft[23]	3 ft[23]	3 ft[23]	15 ft[23]	15 ft	0 ft
Covered Patio	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Single Level Habitable[27]	10 ft	5 ft	5 ft	3 ft	10 ft attached; or 3 ft detached/ cluster [18&29]	3 ft	10 ft [18&29]	10 ft [18&29]	10 ft [18&29]
Detached Garages [5]	5 ft or 10 ft	0 ft	0 ft or 5 ft	0 ft or 5 ft	0 ft or 5ft	0 ft or 3 ft	0 ft	0 ft	0 ft
Minimum Rear Setbacks [9]									
Interior	25 ft	10 ft [31]	10 ft [31]	10 ft	10 ft & 15 ft [24]	10 ft	15 ft	15 ft	5 ft [3&14]
Exterior	25 ft [13]	20 ft [13]	20 ft [13]	15 ft [13]	15 ft [13]	15 ft [13]	15 ft [11 & 13]	15 ft [13]	0 ft [3 & 13]
Covered Patio	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Detached Garages w/ front access	Same as main structure	0 ft [16]	0 ft [16]	0 ft	0 ft	0 ft	0 ft	0 ft	N/A
Garages w/ rear access[30]	Same as main structure	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	5 ft. or ≥ 20 ft.	N/A
Minimum Open Space Setbacks[22]					5 ft.		5 ft.		
Maximum Lot Coverage	50% lot coverage	60% lot coverage	60% site coverage	70% lot coverage	70% site coverage	80% lot coverage	None[19]	None[19]	None [19]
Minimum Landscape Coverage	None [6]	None	20%	None	30% [18]	None [19]	20%	20%	None

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[30] Refer to Design Guidelines for wider range of setbacks for garages with rear access.

[31] When a residential lot shares a property line with a self-storage/RV storage use, a 5 foot landscape buffer plus a 15 foot building setback, for a total of 20 foot setback from property line to residential structure is required. A landscape lot may be counted towards a landscape buffer.

Page 63

LDR3 Uses Subject to a Special Conditional Use Permit

a. Per the "Conditionally Permitted Land Uses" for the RD4.5 zone, Chapter 20.04 of the Zoning Code.

b. Habitable and Non-Habitable accessory structures > 1200 SF per Chapter 20.11 of the Zoning Code.

c. ~~**Recreational Vehicle/Mini-Storage allowed with Conditional Use Permit on LDR Zoned Land located along Chino-Corona Road (Cucamonga Avenue)**~~

~~**across from CIW.**~~ Recreational vehicle/self-storage on LDR land use designation located along Chino Corona Road (Cucamonga Avenue) across from CIW. Refer to Section LDR7 Recreational Vehicle/Self-Storage Development Requirements (Table 4).

Page 64

LDR 6 Development Requirements

a. Minimum side setbacks:

   i. Single lot, attached and clustered products:

      1. For single lot products: 0 ft from interior property lines to detached garages in the rear half of the lot. For detached garages in the front half of the lot, 5 ft. from interior property lines and 18 ft. from exterior property lines.

      2. For attached and clustered products: 0 ft or a minimum of 5 ft. for garages in the rear half of the lot. For detached garages in the front half of the lot, 5 ft. from the interior property lines and 18 ft. from the exterior property lines.

b. Minimum rear setbacks:

   i. Single lot, attached and clustered products:

      1. Garages with habitable living space the setbacks shall be those listed for interior and exterior minimum rear setbacks.

c. Recreational vehicle/self-storage on LDR land use designation located along Chino-Corona Road (Mill Creek Avenue) across from CIW. Refer to Section LDR7 Recreational Vehicle/Self-Storage Development Requirements (Table 4).

LDR 7 Recreational Vehicle/Self-Storage Development Requirements

a. Refer to Table 4.

Page 65 – The following table shall be added.

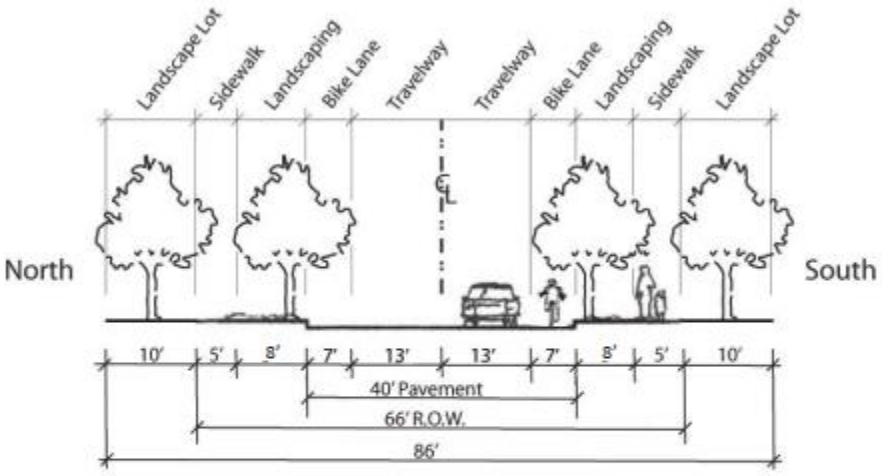
TABLE 4 - RECREATIONAL VEHICLE/SELF-STORAGE DEVELOPMENT REQUIREMENTS	
Zoning Designation	LDR
Density and Lot Coverage	
FAR	1.25
Lot Coverage	70%
Lot Size	N/A
Minimum Lot Size	3 Acres
Minimum Project Size	3 Acres
Setbacks	
Minimum Street Side Setback	15 feet
Minimum Street Side Setback (Multi-Story Building)	30 feet
Minimum Interior Setback (Side or Rear)	0 feet
Structure Height	
Maximum Structure Height	40 feet
Maximum Stories	3
Landscape	
Minimum Landscape Coverage	10%; which may include the area within an adjacent landscape lot.
Parking and Loading	
Minimum Required	1 space per 100 storage units or 5 spaces, whichever is greater.
Minimum Space Dimensions	9 feet by 19 feet
Parking Along Buildings	5 feet as long as parking is screened from public view by wall or landscape. 0 feet if not screened from public view.
RV Parking	RV parking allowed within 10 feet from street side setback or property line / 0 feet from interior side/rear setback.
Walls and Fence Height	
Minimum Height	6 feet
Property Line	6 feet; however, the Director of Community Development may permit a wall in excess of 6 feet in height along an interior side or rear property line if additional height is required for security or noise attenuation purposes.
Within any required front or street side yard	3 feet, except that within industrial zoning districts, security fences and screen walls up to 6 feet in height shall be permitted, provided the fence/wall is located a minimum of 10 feet behind the street property line.
Security	10 feet; however walls/fences in excess of 6 feet in height shall be the minimum height necessary to ensure the security of a property, as determined by the director of community development.
Screen	14 feet
Noise Attenuation	The minimum height necessary to ensure adequate noise attenuation, as determined by a noise impact analysis.

Table 4 (pages 80-81), Table 5 (page 106), and Table 6 (page 141-142) – The tables shall be renumbered from Table 4 to 5, Table 5 to 6, and Table 6 to 7.

Page 118 - 119

The local street section may be modified on a case-by-case basis if approved by the Fire Chief, the City Engineer and the Director of Development Services. Although the location of the local street section network is not defined, intersection and driveway spacing guidelines will be developed as an implementation measure of this Specific Plan. Private local streets within single-family residential neighborhoods are permitted in The Preserve Specific Plan area per the development standards on the cross-section shown on page 140 for Private Streets.

Street Section I1 Local Collector, Typical (page 125) – The following street section shall replace the existing street section.

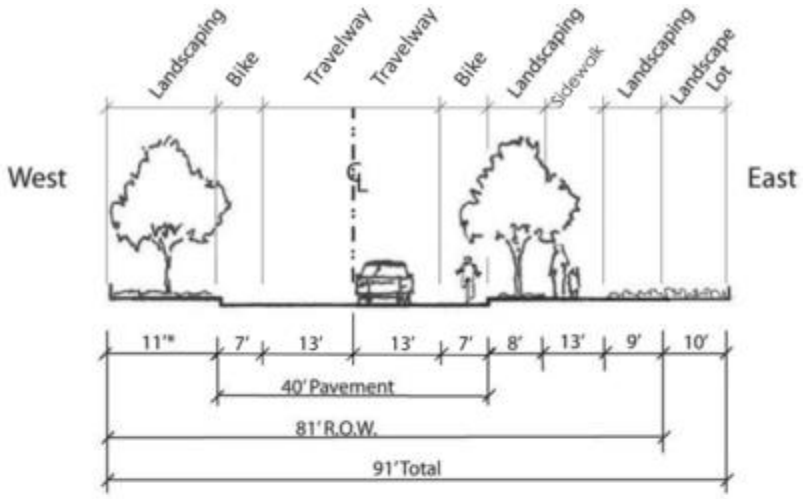


Mid-block cross section

I1 Local Collector, Typical

(with bike lane, no on-street parking)
Rincon Meadows between Kimball and Bickmore Avenues;
portions of Chino-Corona Road (East-West)
Class II ~~Buffered~~ Bike Lane

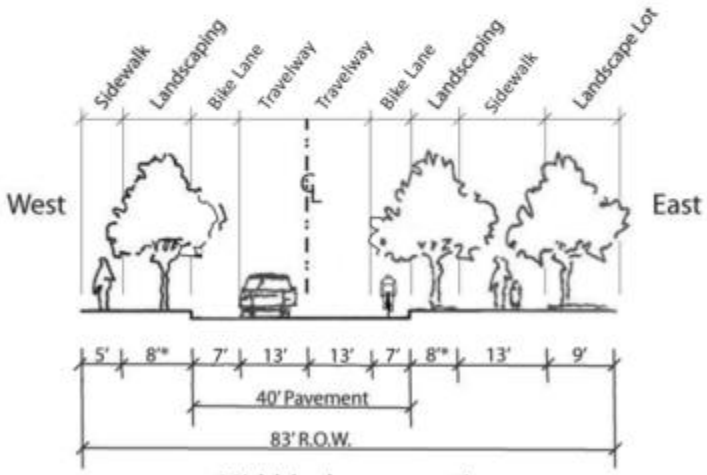
Street Sections I2 Local Collector, Typical and J2 Local Collector, with Paseo (page 126) – The following street sections shall replace the existing street sections.



Mid-block cross section

I2 Local Collector, Typical

Rincon Meadows between
Bickmore and Pine Avenues
Class II ~~Buffered~~ Bike Lane

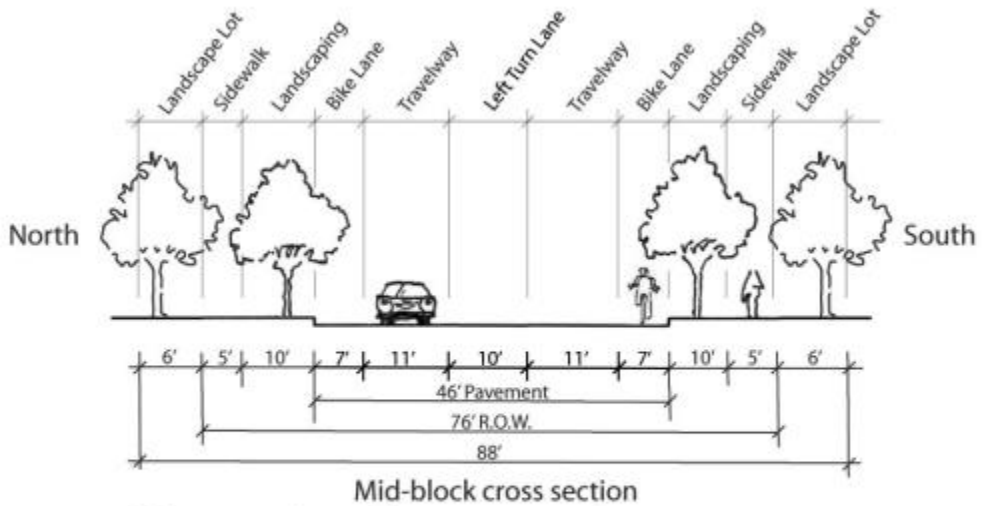


Mid-block cross section

J2 Local Collector, with Paseo

(no on-street parking)
Cucamonga Avenue below Pine Avenue
Class II ~~Buffered~~ Bike Lane

Street Section K Local Collector, with Transit (page 127) – The following street section shall replace the existing street section.

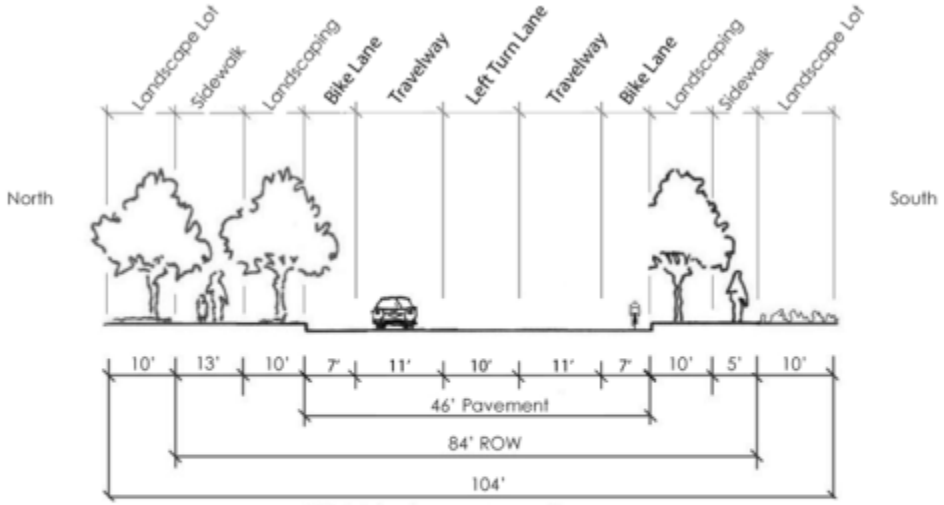


Mid-block cross section

K Local Collector, with Transit

Bickmore Avenue between Mill Creek/Cucamonga to East Preserve Loop
Class II ~~Buffered~~ Bike Lane
High Priority Transit Route

Street Section M2 Local Collector (page 128) – The following street section shall replace the existing street section.

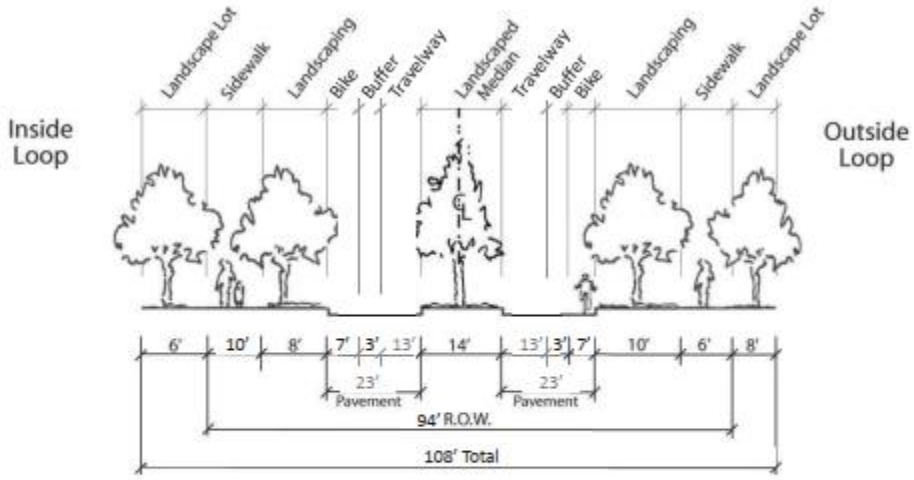


Mid-block street section

M2 Local Collector

Bickmore between Mayhew to Rincon Meadows
(no on-street parking)
High Priority Transit Route
Class II ~~Buffered~~ Bike Lane

Street Section O2 Loop Local Collector (page 129) – The following street section shall replace the existing street section.

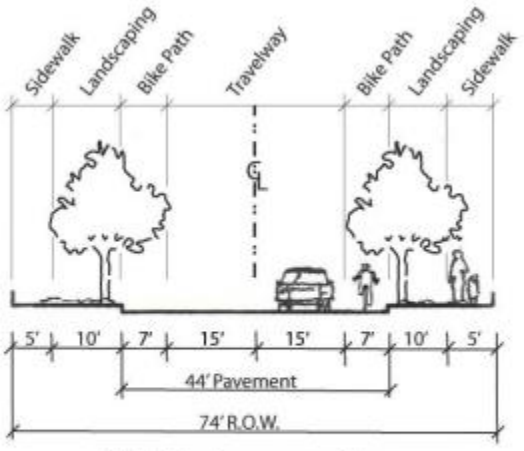


Mid-block street section

O2 Loop Local Collector

(no on-street parking)
High Priority Transit Route
Class II Buffered Bike Lane

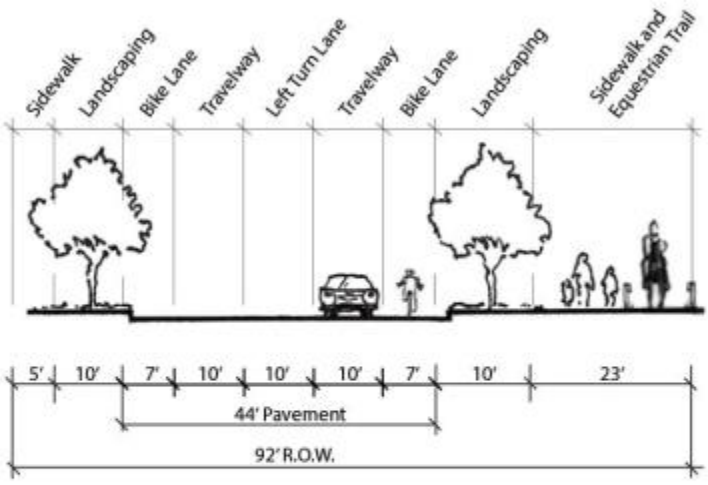
Street Sections P Commercial Collector, Typical and Q Commercial Collector (page 130) – The following street sections shall replace the existing street sections.



Mid-block cross section

P Commercial Collector, Typical

(no on-street parking)

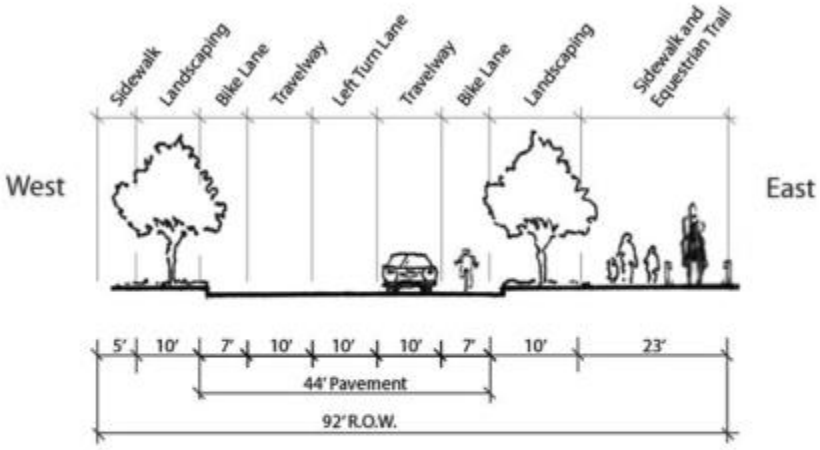


Mid-block street section

Q Commercial Collector

Mayhew south of Bickmore
(no on-street parking)
Class II ~~Buffered~~ Bike Lane

Street Section R Commercial Collector with Paseo (page 131) – The following street section shall replace the existing street section.

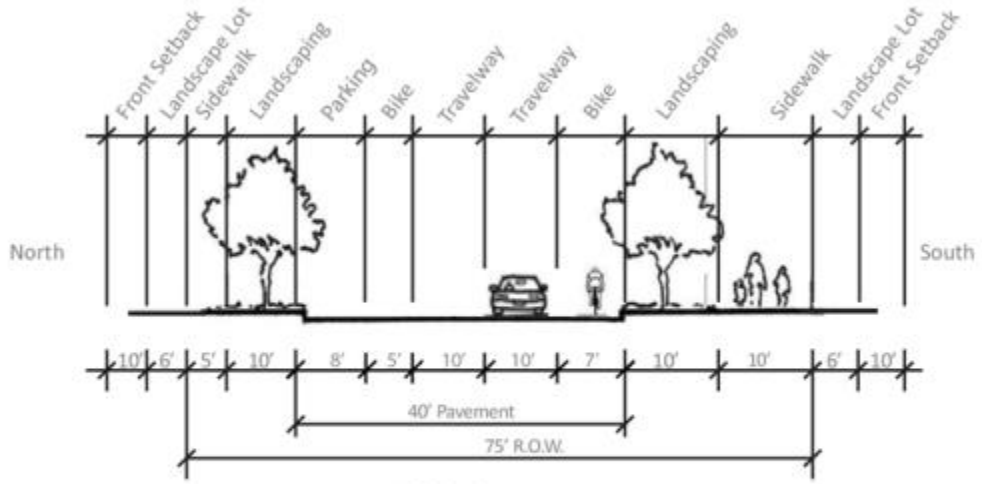


Mid-block street section

R Commercial Collector with Paseo

Quality Way north of Bickmore
(no on-street parking)
Class II ~~Buffered~~ Bike Lane

Street Section W Major Arterial with Paseo (page 134) – The following street section shall replace the existing street section.



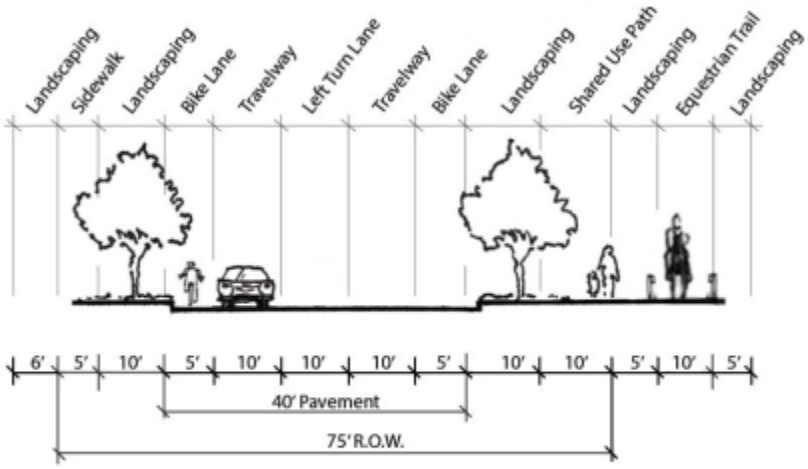
Mid-block street section

W Major Arterial with Paseo

Legacy Park within the Loop

Class II ~~Buffered~~ Bike Lane

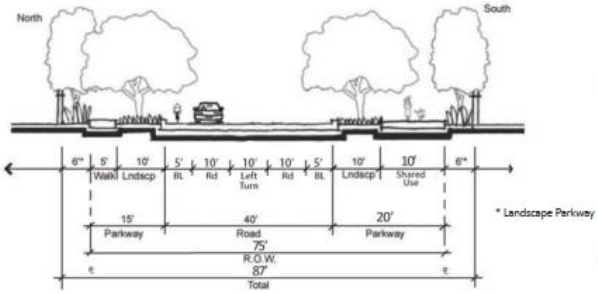
Street Sections D3 Legacy Park Street with Equestrian Trail, CC Legacy Park Street, and D4 Chino-Corona Road, with Equestrian Trail (page 137) – The following street sections for shall replace the existing street sections.



D3 Legacy Park Street with Equestrian Trail

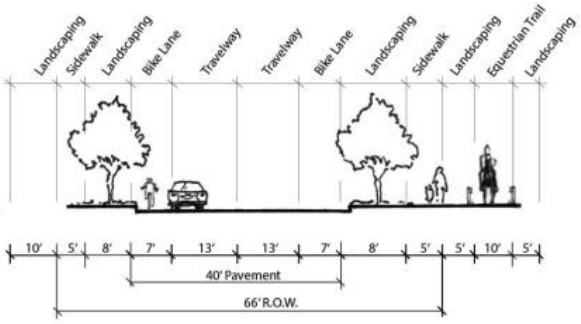
Discovery Avenue to Hellman Avenue

Class II Buffered Bike Lane



CC **Legacy Park Street**

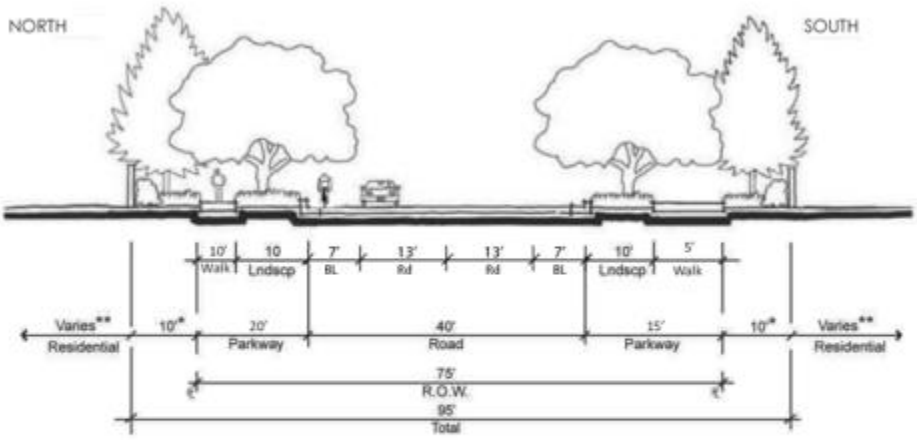
Outside Loop Road
Cucamonga Avenue to West Preserve Loop & East Preserve Loop to Discovery Park Avenue
(No On-street Parking)
Class II Buffered Bike Lane



D4 **Chino-Corona Road. with Equestrian Trail**

From Mill Creek Wetlands Parking Lot Driveway to Legacy Park Street
Class II Buffered Bike Lane

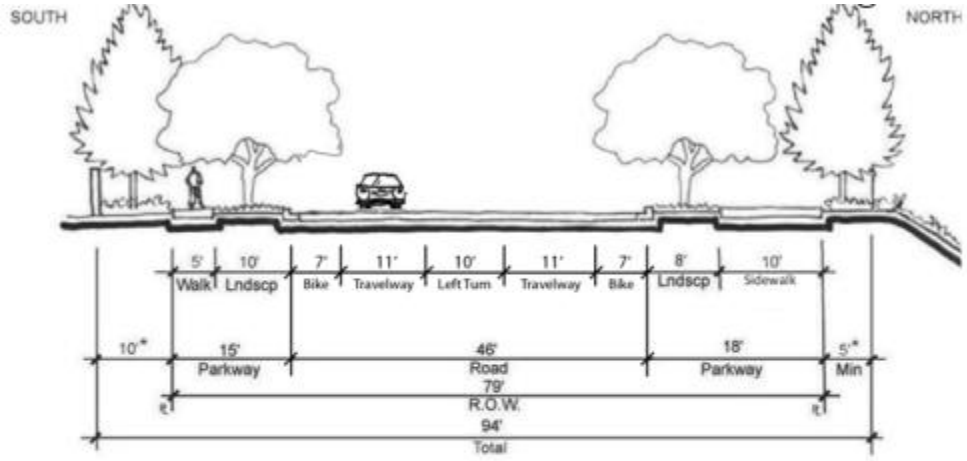
Street Section DD Local Collector (Page 138) – The following street section shall replace the existing street section.



DD **Local Collector**

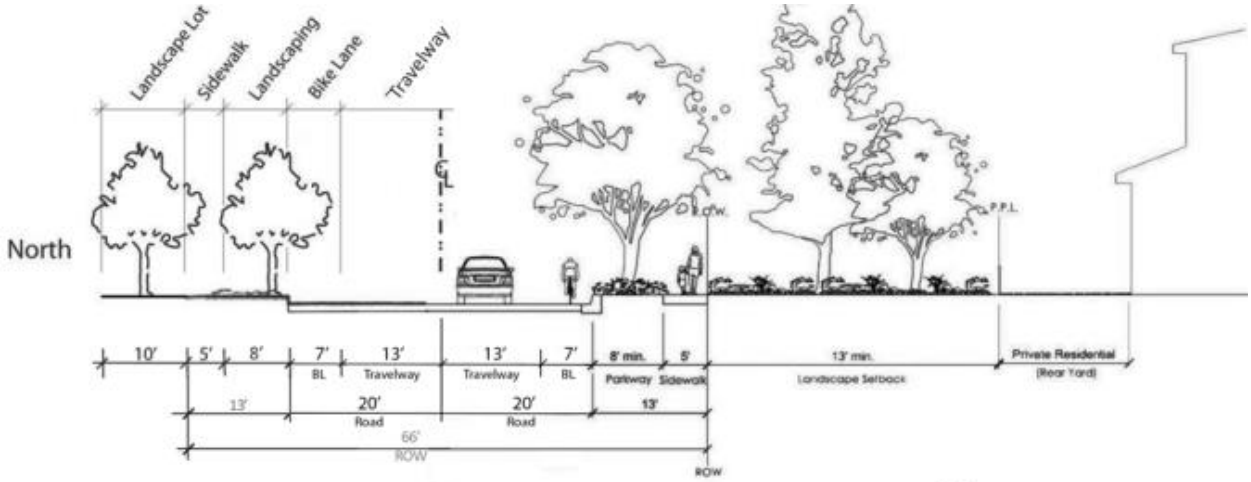
Bickmore Avenue at Hellman Avenue
(No On-street Parking)
Class II ~~Buffered~~ Bike Lane

Street Sections FF Local Collector with Paseo and GG Chino-Corona Road along Rancho Miramonte Frontage (page 139) - The following street sections shall replace the existing street sections.



FF **Local Collector with Paseo**

Bickmore Avenue from Rincon Meadows to Mill Creek Avenue
(Transit; No On-street Parking)
High Priority Transit Route
Class II ~~Buffered~~ Bike Lane



GG **Chino Corona Road Along Rancho Miramonte Frontage**

Page 140 – The following street sections shall be added.

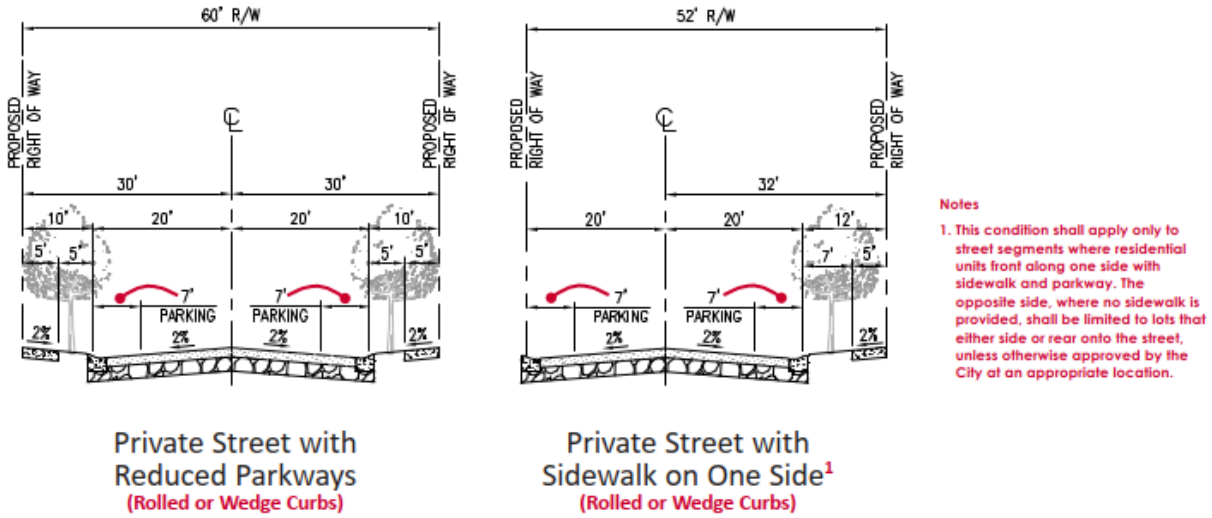
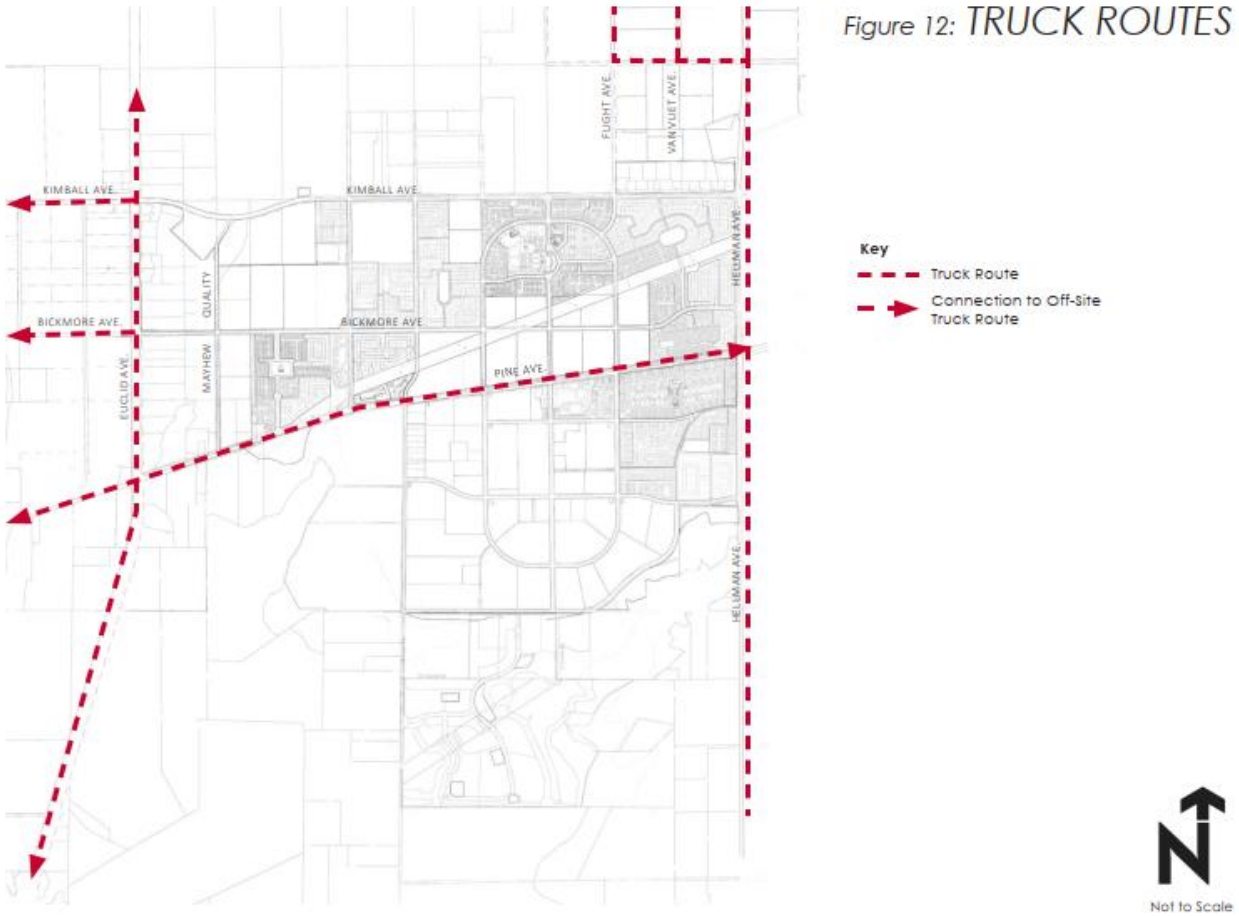


Figure 12 (page 143) – The following exhibit shall replace the existing exhibit.



Section 2. CEQA Findings. The environmental documentation is adequate and conforms with the provisions of CEQA, as the Project is within the scope of The Preserve Chino Sphere of Influence - Subarea 2 Final Environmental Impact Report (SCH# 2000121036) originally certified on March 25, 2003, which adequately describes the proposed activity for the purposes of CEQA, pursuant to CEQA Section 21166 and Section 15162 of the CEQA Guidelines. The Preserve Specific Plan Amendment does not include any land use changes, changes in residential densities, or changes to the maximum number of permitted residential units allowed in The PSP, and would not create any new significant impacts, or impacts that are significantly different than those identified in The Preserve Chino Sphere of Influence – Subarea 2 Final Environmental Impact Report (State Clearinghouse No. 2000121036).

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said city in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF JULY 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 Ordinance of the City of Chino was duly adopted by said City Council at a regular meeting held on the 21st day of July 2026 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

City of Chino Public Financing Authority 2026 Lease Revenue Bond.

RECOMMENDATION

That the Chino City Council 1) hold a Public Hearing regarding financing; 2) adopt Resolution 2026-048 authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Supplemental Agreement, Term Sheet, and Placement Agent Agreement in connection with the issuance of the City of Chino Public Financing Authority 2026 Lease Revenue Bond, approving the issuance of such bond in the principal amount of not to exceed $3,500,000, and authorizing the execution of necessary documents and certificates and related actions; and that the City of Chino Public Financing Authority Board of Directors adopt a Resolution FA 2026-001 authorizing the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Assignment Agreement, Term Sheet, and Placement Agent Agreement in connection with the issuance of the City of Chino Public Financing Authority 2026 Lease Revenue Bond, authorizing the issuance of such bond in the principal amount of not to exceed $3,500,000, and authorizing the execution of necessary documents and certificates, and related actions.

FISCAL IMPACT

The City will incur a new lease obligation in the estimated amount of $3.225 million.

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

Summary

City staff has worked with its financing team to bring these items before the City Council and the Board of Directors of the City of Chino Public Financing Authority (the "Authority") to authorize the execution and delivery of a Ground Lease, Lease Agreement, Indenture, Term Sheet, and Placement Agent Agreement in connection with the City of Chino Public Financing Authority 2026 Lease Revenue Bond (the "2026 LRB"). Proceeds from the 2026 LRB will be utilized to: (i) fund the acquisition of real property located at 13272 6th Street, Chino, California, (ii) fund certain soft project costs associated with the project, and (iii) pay for costs of issuance associated with the 2026 LRB.

Public Hearing

In accordance with Government Code Section 6586.5(a)(1), the City must hold a public hearing to consider public testimony concerning the possible issuance of bonds by the Authority to finance certain public capital improvements within the boundaries of the City. The City Resolution approves the sale of the 2026 LRB by the Authority and finds that there are significant public benefits in connection with the proposed project, and the associated financing thereof, with bond proceeds.

This meeting has been convened as a joint meeting of the City Council and the Authority Board of Directors in order to allow the City Council, and the Council Members acting in their capacity as the Authority Board of Directors, to hold the hearing described above and to consider the adoption of resolutions of each body approving or authorizing the issuance of bonds by the Authority and approving the form of related financing documents and other actions.

Financing Structure

The City will utilize the Lease Revenue Bond financing structure, which is a common financing tool used by public agencies to finance capital projects. The Chino Senior Center (the "Site"), located at 13170 Central Avenue, Chino, will be the facility that will be subject to the financing lease. Under the Ground Lease, the City will lease the Site to the City of Chino Public Financing Authority, and the Site will be subleased back to the City under the Lease Agreement. The Assignment Agreement will assign and transfer the Authority's interests under the Ground Lease and the Lease Agreement to the bond trustee (The Bank of New York Mellon Trust Company, N.A.), including the payments made by the City under the Lease Agreement.

Lender Solicitation

The City's Placement Agent, Raymond James & Associates, distributed a Request for Bids and Summary of Terms and Conditions to find an investor with the lowest overall cost of funds and favorable terms and conditions. The City received a total of six responses to the solicitation and BMO Bank N.A. ("BMO") submitted the overall lowest interest rate for a 15-year borrowing term at 4.25%.

The transaction will be subject to the following optional redemption provisions:

- Year 1: No pre-payment
- Year 2: No pre-payment
- Year 3: 3%
- Year 4: 3%
- Year 5: 2%
- Year 6 and thereafter: No pre-payment penalty

The City has also worked with its Placement Agent, Bond Counsel (Anzel Galvan LLP) and its Municipal Advisor (KNN Public Finance LLC) to negotiate additional key terms and conditions.

Summary of Financing Documents

The resolutions approve the financing plan outlined above, appoint and retain the financing team, including KNN Public Finance LLC as Municipal Advisor; Anzel Galvan LLP as Bond Counsel; Raymond James & Associates as Placement Agent; and The Bank of New York Mellon Trust Company, N.A. as Trustee; and approve all documents and actions needed to authorize the issuance and sale of the 2026 LRB, including the form financing documents provided herein, together with any changes or additions deemed advisable and approved by any Authorized Officer. The following documents and information related to the transaction are included herein:

- Ground Lease and Lease Agreement: The Ground Lease and Lease Agreement provide for the City to lease the Site to the Authority in consideration of an upfront rent payment, and for the Authority to lease the Site back to the City in consideration of the payment by the City to the Authority of semi-annual base rental payments, which rental payments are pledged to the repayment of the 2026 LRB. The rental payments will be due on dates and in amounts to enable the Authority to pay scheduled debt service on the 2026 LRB. In addition, under the Lease Agreement the City will agree to annually budget for and appropriate the rental payments for the use and occupancy of the Site. The City will also agree in the Lease Agreement to provide specified forms of insurance and to maintain the Site.

- Indenture: The Indenture includes the terms and conditions of the 2026 LRB, including the pledge of revenues, redemption provisions, investment and management of funds and accounts, repayment mechanisms, and the rights and obligations of the City, the Authority, the Trustee (BNY), and the bondholder. Under the Indenture, the Trustee directly receives rental payments made by the City under the Lease Agreement, which are equal in amount to the interest and principal payments due on the 2026 LRB. The Trustee receives and disburses the rental payments semiannually to the holder of the 2026 LRB as payments of interest and principal.

- Assignment Agreement: Under the Assignment Agreement, the Authority agrees to assign to the Trustee its right to receive the rental payments made under the Lease Agreement.

- Supplemental Agreement: The Supplemental Agreement will be entered into the between the City and BMO. Among other items, the Supplemental Agreement describes the conditions to BMO's purchase of the 2026 LRB, including the documents that will be required to be delivered on or before the closing date. It also contains representations, warranties and covenants on behalf of the City in favor of BMO, including covenants relating to periodic reporting of financial statements and budgets, covenants relating to environmental compliance as to the Site, the City's promise to indemnify BMO for certain costs and expenses (including for environmental liability), and events of default.

- Term Sheet: Contains BMO's summary of terms and conditions for the direct purchase of the 2026 LRB.

- Placement Agent Agreement: Contains the terms and conditions of Raymond James & Associates' services as placement agent.

ISSUES/ANALYSIS

Below is a table summarizing the sources and uses, and key financing terms of the 2026 LRB:

	Par Amount:
Sources:	
	$3,225,000
Total Sources:	$3,225,000
Uses:	
Property Acquisition:	$2,500,000
Improvement Fund:	600,000
Cost of Issuance:	125,000
Total Uses:	$3,225,000
True Interest Cost (T.I.C.):	4.25%
Average Annual Payments[1]:	$290,756
Total Payments:	$4,459,191
Anticipated Closing:	7/14/2026
Final Maturity:	10/1/2041
Financing Term:	15.2 yrs

1. Excludes FY2026-27, which is interest only.

FINANCING SCHEDULE

Following the Council's approval of today's financing documents, the next steps toward closing the 2026 LRB are as follows:

- Today, Tuesday, July 7th: City Council and Chino Financing Authority approve financing resolutions.
- Monday, July 13th: Pre-closing.
- Tuesday, July 14th: Closing of 2026 LRB (funds delivered to Trustee).
- Monday, June 20th: End of 90-day property acquisition escrow period.

ATTACHMENTS:

1. City Council Resolution 2026-048
2. Public Financing Authority Resolution FA 2026-001
3. Form of Ground Lease
4. Form of Lease Agreement
5. Form of Indenture
6. Form of Assignment Agreement
7. Form of Supplemental Agreement
8. Term Sheet
9. Form of Placement Agent Agreement

RESOLUTION NO. 2026-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, SUPPLEMENTAL AGREEMENT, TERM SHEET, AND PLACEMENT AGENT AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE CITY OF CHINO PUBLIC FINANCING AUTHORITY 2026 LEASE REVENUE BOND, APPROVING THE ISSUANCE OF SUCH BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $3,500,000 AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

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

WHEREAS, the City of Chino Public Financing Authority (the "Authority") is a joint exercise of powers authority duly organized and existing pursuant to the laws of the State of California and that certain Joint Exercise of Powers Agreement, dated as of December 1, 1998, between the City and the Successor Agency to the Redevelopment Agency of the City of Chino, as successor to the former Redevelopment Agency of the City of Chino (the "Joint Powers Agreement"); and

WHEREAS, pursuant to the Joint Powers Agreement and Section 6588(h) of the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code (the "Act"), the Authority has the legal authority to lease and sublease lands, structures, real or personal property, and other interests in lands that are located within the State of California that the Authority determines are necessary or convenient for the financing of public capital improvements, or any portion thereof; and

WHEREAS, the City and the Authority desire to finance all or a portion of the costs to acquire real property located at 13272 6th Street, Chino, California and related project costs (the "Project"); and

WHEREAS, the City is a member of the Authority, and the Project is located within the boundaries of the City; and

WHEREAS, the Authority and the City have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing all or a portion of the Project; and

WHEREAS, to facilitate the issuance of the Bond, the City and the Authority desire to enter into a Ground Lease between the City and the Authority (the "Ground Lease") pursuant to which the City will lease certain real property, which real property shall initially consist of the Senior Center located at 13170 Central Avenue, Chino, California (the "Leased Asset"), to the Authority, and a Lease Agreement between the City and the Authority (the "Lease Agreement"), pursuant to which the City will lease the Leased Asset back from the Authority, and pay certain Base Rental Payments (as defined in the Lease Agreement), which will be pledged to the owners of the Bond by the Authority pursuant to an Indenture by and among The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), the City and the Authority (the "Indenture"); and

WHEREAS, following distribution to various direct placement banks of a request for proposals, the City and the Authority have been presented with a term sheet from BMO Bank N.A. (together with any affiliates thereof, the "Purchaser"), pursuant to which the Purchaser has offered to purchase the Bond through a direct placement; and

WHEREAS, the City and the Authority have determined that a direct placement sale of the Bond to the Purchaser will result in a significant public benefit to the City, taking into consideration the expected lower administrative expenses and the ability to facilitate a more efficient and timely closing than a public sale; and

WHEREAS, the Authority will issue the Bond pursuant to the Act; and

WHEREAS, the City has, prior to the consideration of this Resolution, held a public hearing on the financing of the Project in accordance with Section 6586.5 of the Act, which hearing was held at 13220 Central Avenue, Chino, California on July 7, 2026; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published once at least five days prior to the hearing in *Chino Valley Champion*, a local newspaper of general circulation in the City; and

WHEREAS, good faith estimates of certain information relating to the Bond are disclosed and set forth in Exhibit A attached to this Resolution as required by California Government Code Section 5852.1; such estimates were provided by KNN Public Finance, LLC, the City's Municipal Advisor; and

WHEREAS, the City Council has been presented with the form of each document referred to herein, and the City Council has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

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

Section 1. Each of the above recitals is true and correct. Following a duly noticed public hearing, the City Council hereby approves the financing of the Project and further finds and determines that there are significant public benefits to the citizens of the City through the issuance of the Bond and execution and delivery of the Ground Lease and Lease Agreement pursuant to the Act and otherwise hereunder within the meaning of Section 6586(a) through (d), inclusive, of the Act, in that the delivery of the Bond and related transactions will result in demonstrable savings in effective interest rate to the City and enable the City to undertake the Project on a timely basis, and provide a more efficient delivery of public safety services to the community.

Section 2. The forms of the Ground Lease and Lease Agreement, on file with the City Clerk, are hereby approved, and the Mayor, the Mayor Pro Tempore, the City Manager, the Director of Finance, and the City Clerk, and each of their authorized designees (the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Ground Lease and Lease Agreement in substantially said forms, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; *provided, however*, that the interest rate used to determine the interest components of the Base Rental Payments shall not exceed 4.50% per annum exclusive of any increase in such rate resulting from the occurrence of an Event of Default or Event of Taxability (as such terms are defined in the Indenture). In the event that it is determined by the Director of Finance, or her designee, that there are limitations or restrictions on the ability of the City to lease or sublease any portion of the Leased Asset as contemplated by the Ground Lease and Lease Agreement or that other City-owned property would be more appropriate to use as Leased Asset under the Ground Lease and the Lease Agreement, the Director of Finance, or her designee, is hereby expressly authorized to designate other or additional real property of the City to be leased or subleased pursuant to the Ground Lease and Lease Agreement, with such designation to be conclusively evidenced by the execution and delivery of the Ground Lease and Lease Agreement by an Authorized Officer.

Section 3. The form of Indenture, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Indenture in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; *provided, however*, that the principal amount of the Bond shall not exceed $3,500,000, and the interest cost applicable to the Bond shall not exceed 4.50% per annum exclusive of any increase in such rate resulting from the occurrence of an Event of Default or Event of Taxability (as such terms are defined in the Indenture).

Section 4. The issuance by the Authority of not to exceed $3,500,000 principal amount of the Bond, in one or more subseries, on a taxable or tax-exempt basis, in the principal amounts, bearing interest at the rates and maturing on the dates as specified in the Indenture as finally executed, is hereby approved.

Section 5. The form of Supplemental Agreement between the City and the Purchaser, on file with the City Clerk, is hereby approved. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the P Supplemental Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The form of the term sheet presented by the Purchaser to the Authority and the City (the "Term Sheet"), on file with the City Clerk, is hereby approved. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Term Sheet, if required by the Purchaser, in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The form of Placement Agent Agreement among the City, the Authority, and Raymond James & Associates, Inc., as placement agent ("Placement Agent Agreement"), on file with the City Clerk, is hereby approved. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Placement Agent Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The sale and issuance of the Bond and execution and delivery of the Lease Agreement is hereby determined to be consistent with the City's Debt Management Policy and to the extent the sale and issuance of the Bond is not in compliance with the City's Debt Management Policy, such noncompliance is waived in accordance with the terms of the City's Debt Management Policy. The City further instructs Anzel Galvan LLP, as Bond Counsel, on behalf of the City, with respect to the Bond and the Lease Agreement described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Bond and the Lease Agreement to be filed in a timely manner with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Government Code Section 8855, and (b) to certify to CDIAC, on behalf of the City, that the City's Debt Management Policy complies with Government Code Section 8855(i) in the notice of proposed sale filed pursuant to Government Code Section 8855.

Section 9. Anzel Galvan LLP is hereby approved and appointed as Bond Counsel, KNN Public Finance, LLC, is hereby approved and appointed as Municipal Advisor, and The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Trustee, each to provide such services to the City and any other related services as may be required to issue the Bond.

Section 10. The City hereby declares its intention to cause the enter into the Lease Agreement and to cause the Authority to issue the Bond in a principal amount not to exceed $3,500,000, the proceeds of which will be used to pay for the costs of the Project (and related issuance costs), including the reimbursement to the Authority and the City for certain capital expenditures relating to the Project made prior to the issuance of the Bond from legally available moneys of the City, including moneys in the City's General Fund. This Resolution is intended as a declaration of official intent ("Declaration") to reimburse in accordance with the requirements of Treasury Regulation Section 1.150-2. This Declaration is not being declared as a matter of course or in amounts substantially in excess of the amounts expected to be necessary costs of the Project.

Section 11. The officers, employees and agents of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, but not limited to, taking such actions and executing such instruments as may be necessary or appropriate to remove encumbrances and clear title to the Leased Asset. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 12. The City Clerk shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF JULY 2026.

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, City of Chino, do hereby certify that the foregoing Resolution No. 2026-___ was duly adopted by the City Council of the City of Chino, at the regular meeting on the ___ day of _____ 2026 and was approved by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Natalie Gonzaga, City Clerk

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bond in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the City's Municipal Advisor, KNN Public Finance, LLC.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bond to be issued and sold is **$3,225,000** (the "Estimated Principal Amount").

True Interest Cost of the Bond. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is **4.25%**.

Finance Charge of the Bond. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Bond), is **$125,000**.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bond, less the finance charge of the Bond, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bond, is **$3,100,000**.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bond, plus the finance charge for the Bond, as described above, not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is **$4,459,191.15**, which excludes any reserves or capitalized interest paid or funded with proceeds of the Bond (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Bond issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bond being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bond issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bond being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bond being different than those

estimated for purposes of such estimates, (e) other market conditions, (f) alterations to the City's financing plan, or a combination of such factors.

CITY OF CHINO PUBLIC FINANCING AUTHORITY

RESOLUTION NO. FA 2026-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CHINO PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, LEASE AGREEMENT, INDENTURE, ASSIGNMENT AGREEMENT, TERM SHEET, AND PLACEMENT AGENT AGREEMENT IN CONNECTION WITH THE ISSUANCE OF THE CITY OF CHINO PUBLIC FINANCING AUTHORITY 2026 LEASE REVENUE BOND, AUTHORIZING THE ISSUANCE OF SUCH BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $3,500,000, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City of Chino Public Financing Authority (the "Authority") is a joint exercise of powers authority duly organized and existing pursuant to the laws of the State of California and that certain Joint Exercise of Powers Agreement, dated as of December 1, 1998, between the City of Chino, California (the "City") and the Successor Agency to the Redevelopment Agency of the City of Chino, as successor to the former Redevelopment Agency of the City of Chino (the "Joint Powers Agreement"); and

WHEREAS, pursuant to the Joint Powers Agreement and Section 6588(h) of the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code (the "Act"), the Authority has the legal authority to lease and sublease lands, structures, real or personal property, and other interests in lands that are located within the State of California that the Authority determines are necessary or convenient for the financing of public capital improvements, or any portion thereof; and

WHEREAS, the City and the Authority desire to finance all or a portion of the costs to acquire real property located at 13272 6th Street, Chino, California and related project costs (the "Project"); and

WHEREAS, the City is a member of the Authority, and the Project is located within the boundaries of the City; and

WHEREAS, the Authority and the City have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing all or a portion of the Project; and

WHEREAS, to facilitate the issuance of the Bond, the City and the Authority desire to enter into a Ground Lease between the City and the Authority (the "Ground Lease") pursuant to which the City will lease certain real property, which real property shall initially consist of the Senior Center located at 13170 Central Avenue, Chino, California (the "Leased Asset"), to the Authority, and a Lease Agreement between the City and the Authority (the "Lease Agreement"), pursuant to which the City will lease the Leased Asset back from the Authority, and pay certain Base Rental Payments (as defined in the Lease Agreement), which will be pledged to the owners of the Bond by the Authority pursuant to an Indenture by and among The Bank of New

York Mellon Trust Company, N.A. (the "Trustee"), the City and the Authority (the "Indenture"); and

WHEREAS, the Authority and the Trustee desire to enter into an Assignment Agreement to provide, among other things, that all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, following distribution to various direct placement banks of a request for proposals, the City and the Authority have been presented with a term sheet from BMO Bank N.A. (together with any affiliates thereof, the "Purchaser"), pursuant to which the Purchaser has offered to purchase the Bond through a direct placement; and

WHEREAS, the City and the Authority have determined that a direct placement sale of the Bond to the Purchaser will result in a significant public benefit to the City, taking into consideration the expected lower administrative expenses and the ability to facilitate a more efficient and timely closing than a public sale; and

WHEREAS, the Authority will issue the Bond pursuant to the Act; and

WHEREAS, the City has, prior to the consideration of this Resolution, held a public hearing on the financing of the Project in accordance with Section 6586.5 of the Act, which hearing was held at 13220 Central Avenue, Chino, California on July 7, 2026; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published once at least five days prior to the hearing, on June 27, 2026, in *Chino Valley Champion*, a local newspaper of general circulation in the City; and

WHEREAS, good faith estimates of certain information relating to the Bond are disclosed and set forth in Exhibit A attached to this Resolution as required by California Government Code Section 5852.1; such estimates were provided by KNN Public Finance, LLC, the Authority's Municipal Advisor; and

WHEREAS, the Board of Directors of the Authority (the "Board of Directors") has been presented with the form of each document referred to herein, and the Board of Directors has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE CITY OF CHINO PUBLIC FINANCING AUTHORITY, HEREBY RESOLVES AS FOLLOWS:

Section 1. Each of the above recitals is true and correct. The Board of Directors of the Authority has determined and hereby finds that the Authority's assistance in financing the Project by the issuance of the Bond and related transactions will result in significant public benefits of the type described in Section 6586 (a) through (d), inclusive, of the Act.

Section 2. The forms of the Ground Lease and the Lease Agreement, on file with the Secretary of the Authority, are hereby approved, and the Chair and Vice Chair, and each of their authorized designees (the "Authorized Officers"), are each hereby authorized and directed, and the Secretary shall attest thereto, for and in the name and on behalf of the Authority, to execute and deliver the Ground Lease and the Lease Agreement, respectively, in substantially said forms, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; *provided, however*, that the interest rate used to determine the interest components of the Base Rental Payments shall not exceed 4.50% per annum exclusive of any increase in such rate resulting from the occurrence of an Event of Default or Event of Taxability (as such terms are defined in the Indenture). In the event that it is determined by the Treasurer, or her designee, that there are limitations or restrictions on the ability of the City to lease or sublease any portion of the Leased Asset as contemplated by the Ground Lease, and Lease Agreement, or that other City-owned property would be more appropriate to use as Leased Asset under the Ground Lease and the Lease Agreement, the Treasurer, or her designee, is hereby expressly authorized to designate other or additional real property of the City to be leased or subleased pursuant to the Ground Lease and Lease Agreement, with such designation to be conclusively evidenced by the execution and delivery of the Ground Lease and Lease Agreement by an Authorized Officer.

Section 3. The form of Indenture, on file with the Secretary of the Authority, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, and the Secretary shall attest thereto, to execute and deliver the Indenture in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof; *provided, however*, that the principal amount of the Bond shall not exceed $3,500,000, and the interest cost applicable to the Bond shall not exceed 4.50% per annum exclusive of any increase in such rate resulting from the occurrence of an Event of Default or Event of Taxability (as such terms are defined in the Indenture).

Section 4. The issuance of not to exceed $3,500,000 principal amount of the Bond, in one or more subseries, on a taxable or tax-exempt basis, in the principal amounts, bearing interest at the rates and maturing on the dates as specified in the Indenture as finally executed, is hereby authorized and approved.

Section 5. The form of Assignment Agreement, on file with the Secretary of the Authority, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, and the Secretary shall attest thereto, to execute and deliver the Assignment Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The form of the term sheet presented by the Purchaser to the Authority and the City (the "Term Sheet"), on file with the Secretary of the Authority, is hereby approved. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Term Sheet, and the Secretary shall attest thereto, if required by the Purchaser, in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve,

such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The form of Placement Agent Agreement among the City, the Authority, and Raymond James & Associates, Inc., as placement agent ("Placement Agent Agreement"), on file with the Secretary, is hereby approved. The Authorized Officers are each hereby authorized and directed, and the Secretary shall attest thereto, for and in the name and on behalf of the Authority, to execute and deliver the Placement Agent Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. Anzel Galvan LLP is hereby approved and appointed as Bond Counsel, KNN Public Finance, LLC, is hereby approved and appointed as Municipal Advisor, and The Bank of New York Mellon Trust Company, N.A., is hereby appointed as Trustee, each to provide such services to the Authority and any other related services as may be required to issue the Bond.

Section 9. The Authority's financing described in this Resolution and its obligations under the Indenture and the Ground Lease as contemplated by this Resolution are in compliance with the Authority's Debt Management Policy, and to the extent the sale and issuance of the Bond is not in compliance with the Debt Management Policy, such noncompliance is waived in accordance with the terms of the Debt Management Policy. The Authority further instructs Anzel Galvan LLP, as Bond Counsel, on behalf of the Authority, with respect to the Bond described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Bond to be filed in a timely manner with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Government Code Section 8855, and (b) to certify to CDIAC, on behalf of the Authority, that the Debt Management Policy complies with Government Code Section 8855(i) in the notice of proposed sale filed pursuant to Government Code Section 8855.

Section 10. The Authority hereby declares its intention to issue the Bond in a principal amount not to exceed $3,500,000, the proceeds of which will be used to pay for the costs of the Project (and related issuance costs), including the reimbursement to the Authority and the City for certain capital expenditures relating to the Project made prior to the issuance of the Bond from legally available moneys of the Authority or the City, including moneys in the City's General Fund. This Resolution is intended as a declaration of official intent ("Declaration") to reimburse in accordance with the requirements of Treasury Regulation Section 1.150-2. This Declaration is not being declared as a matter of course or in amounts substantially in excess of the amounts expected to be necessary costs of the Project.

Section 11. The officers and agents of the Authority are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, but not limited to, taking such actions and executing such instruments as may be necessary or appropriate to remove encumbrances and clear title to the Leased Asset. All actions heretofore taken by the officers and agents of the Authority with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 12. The Secretary of the Authority shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF JULY 2026.

Karen C. Comstock, Chair

ATTEST:

Natalie Gonzaga, Secretary

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

I, Natalie Gonzaga, Secretary, City of Chino Public Financing Authority, do hereby certify that the foregoing Resolution No. 2026-___ was duly adopted by the Board of Directors of the City of Chino Public Financing Authority, at the regular meeting on the ___ day of _____ 2026 and was approved by the following vote:

AYES: Board members:

NOES: Board members:

ABSENT: Board members:

ABSTAIN: Board members:

Natalie Gonzaga, Secretary

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bond in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by the Authority's Municipal Advisor, KNN Public Finance, LLC.

Principal Amount. The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bond to be issued and sold is **$3,225,000** (the "Estimated Principal Amount").

True Interest Cost of the Bond. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is **4.25%**.

Finance Charge of the Bond. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Bond), is **$125,000**.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Bond, less the finance charge of the Bond, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bond, is **$3,100,000**.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bond is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bond, plus the finance charge for the Bond, as described above, not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is **$4,459,191.15**, which excludes any reserves or capitalized interest paid or funded with proceeds of the Bond (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Bond issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bond being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bond issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bond being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bond being different than those

estimated for purposes of such estimates, (e) other market conditions, (f) alterations to the Authority's financing plan, or a combination of such factors.

RECORDING REQUESTED BY:
City of Chino, California

AND WHEN RECORDED RETURN TO:
Anzel Galvan LLP
595 Pacific Avenue, 4th Floor
San Francisco, California 94133
Attention: Juan M. Galvan

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11928 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE TERM LESS THAN 35 YEARS

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

GROUND LEASE

by and between

CITY OF CHINO

and

CITY OF CHINO PUBLIC FINANCING AUTHORITY

Dated as of July 1, 2026

Relating to

$3,225,000
CITY OF CHINO PUBLIC FINANCING AUTHORITY
2026 LEASE REVENUE BOND

GROUND LEASE

THIS GROUND LEASE (this "Ground Lease"), executed and entered into as of July 1, 2026, is by and between the CITY OF CHINO (the "City"), a general law city and municipal corporation duly organized and existing under the laws of the State of California, as lessor, and the CITY OF CHINO PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under the laws of the State of California, as lessee.

WITNESSETH:

WHEREAS, the City and the Authority desire to finance all or a portion of the cost to acquire certain real property located at 13272 6th Street, Chino, California and related project costs (the "Project");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing the Project;

WHEREAS, to facilitate the issuance of the Bond, the City will lease certain real property described in Exhibit A attached hereto and the improvements located thereon (the "Property") to the Authority pursuant to this Ground Lease and the City will sublease the Property back from the Authority pursuant to the Lease Agreement dated as of the date hereof (the "Lease Agreement");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide the funds necessary to finance all or a portion of the Project through the issuance by the Authority of the Bond payable from the base rental payments (the "Base Rental Payments") to be made by the City under the Lease Agreement;

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide for the issuance of such Bond payable from the Base Rental Payments pursuant to an Indenture, dated as of the date hereof, by and among the Authority, the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof and recorded concurrently herewith (the "Assignment Agreement");

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Ground Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Ground Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in the Lease Agreement shall have the same meaning in this Ground Lease.

ARTICLE II

LEASE OF THE PROPERTY; RENTAL

Section 2.01 Lease of Property. The City hereby leases to the Authority, and the Authority hereby leases from the City, for the benefit of the Owners of the Bond, the Property, subject only to Permitted Encumbrances, to have and to hold for the term of this Ground Lease.

Section 2.02 Rental. The Authority shall pay to the City as and for rental of the Property hereunder, the sum of $1.00, the receipt of which is hereby acknowledged.

ARTICLE III

QUIET ENJOYMENT

The parties intend that the Property will be leased back to the City pursuant to the Lease Agreement for the term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an event of default occurs under the Lease Agreement, the Authority, or its assignee, will have the right, for the then remaining term of this Ground Lease to (a) take possession of the Property, subject to Permitted Encumbrances, (b) if it deems it appropriate, cause an appraisal of the Property and a study of the then reasonable use thereof to be undertaken, and/or (c) relet the Property. Subject to any rights the City may have under the Lease Agreement (in the absence of an event of default) to possession and enjoyment of the Property, the City hereby covenants and agrees that it will not take any action to prevent the Authority from having quiet and peaceable possession and enjoyment of the Property during the term hereof and will, at the request of the Authority and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the Authority asserts its right to such possession and enjoyment.

ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.01 Waste. The Authority agrees that at all times that it is in possession of the Property, it will not commit, suffer or permit any waste on the Property, and that it will not willfully or knowingly use or permit the use of the Property for any illegal purpose or act.

Section 4.02 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Ground Lease, the Indenture and the Lease Agreement.

Section 4.03 Waiver of Personal Liability. All liabilities under this Ground Lease on the part of the Authority shall be solely liabilities of the Authority as a joint exercise of powers authority, and the City hereby releases each and every member, director, officer, agent and employee of the Authority from any personal or individual liability under this Ground Lease. No member, director, officer, agent or employee of the Authority shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the City or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

All liabilities under this Ground Lease on the part of the City shall be solely liabilities of the City as a public corporation, and the Authority hereby releases each and every member, officer and employee of the City from any personal or individual liability under this Ground Lease. No member, officer or employee of the City shall at any time or under any circumstances be individually or personally liable under this Ground Lease to the Authority or to any other party whomsoever for anything done or omitted to be done by the City hereunder.

Section 4.04 Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 4.05 Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same.

Section 4.06 Representations of the City. The City represents and warrants to the Authority and the Trustee as follows:

(a) the City has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Ground Lease;

(b) except for Permitted Encumbrances, the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Property for governmental purposes as contemplated by the City;

(c) all taxes, assessments or impositions of any kind with respect to the Property, except current taxes, have been paid in full; and

(d) the Property is necessary to the City in order for the City to perform its governmental functions.

Section 4.07 Representations of the Authority. The Authority represents and warrants to the City and the Trustee that the Authority has the full power and authority to enter into, to execute and to deliver this Ground Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Ground Lease.

ARTICLE V

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 5.01 Assignment and Subleasing. This Ground Lease may be sold or assigned and the Property subleased, as a whole or in part, by the Authority without the necessity of obtaining the consent of the City, if an event of default occurs under the Lease Agreement. The Authority shall, within 30 days after such an assignment, sale or sublease, furnish or cause to be furnished to the City a true and correct copy of such assignment, sale or sublease, as the case may be.

Section 5.02 Restrictions on City. The City agrees that, except with respect to Permitted Encumbrances, it will not mortgage, sell, encumber, assign, transfer or convey the Property or any portion thereof during the term of this Ground Lease.

ARTICLE VI

TERM; TERMINATION

Section 6.01 Term. The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including the Termination Date, unless such term is extended or sooner terminated as hereinafter provided.

Section 6.02 Extension; Early Termination. If, on the Termination Date, the Bond shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which the Bond shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than five (5) years. If, prior to the Termination Date, the Bond shall be fully paid, or provisions therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the City, the Authority and their respective successors and assigns.

Section 7.02 Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Amendments, Changes and Modifications. This Ground Lease may be amended, changed, modified, altered or terminated only in accordance with the provisions of the Lease Agreement.

Section 7.04 Assignment to Trustee. The Authority and City acknowledge that the Authority has assigned its right, title and interest in and to this Ground Lease (but none of its obligations and none of its rights to provide consents or approvals hereunder) to the Trustee pursuant to certain provisions of the Assignment Agreement. The City consents to such assignment.

Section 7.05 Execution In Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06 Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 7.07 Captions. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the City have caused this Ground Lease to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

CITY OF CHINO

By: _____
DR. LINDA REICH
CITY MANAGER

ATTEST:

By:_____
NATALIE GONZAGA
CITY CLERK

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
DR. LINDA REICH
EXECUTIVE DIRECTOR

ATTEST:

By:_____
NATALIE GONZAGA
SECRETARY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the City of Chino Public Financing Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the City of Chino Public Financing Authority, pursuant to authority conferred by resolution adopted at a regular meeting of said Board of Directors held on July 7, 2026, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 1, 2026

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
DR. LINDA REICH
EXECUTIVE DIRECTOR

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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SIGNATURE OF NOTARY PUBLIC

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) ss.
COUNTY OF SAN BERNARDINO)

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personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of San Bernardino, City of Chino and described as follows:

LEASE AGREEMENT

by and between

CITY OF CHINO

and

CITY OF CHINO PUBLIC FINANCING AUTHORITY

Dated as of July 1, 2026

Relating to

$3,225,000
CITY OF CHINO PUBLIC FINANCING AUTHORITY
2026 LEASE REVENUE BOND

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement") executed and entered into as of July 1, 2026, is by and between the CITY OF CHINO (the "City"), a general law city and municipal corporation duly organized and existing under the laws of the State of California, as lessee, and the CITY OF CHINO PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California, as lessor.

RECITALS

WHEREAS, the City and the Authority desire to finance all or a portion of the cost to acquire certain real property located at 13272 6th Street, Chino, California and related project costs (the "Project");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing the Project;

WHEREAS, to facilitate the issuance of the Bond, the City will lease certain real property described in Exhibit A attached hereto and the improvements located thereon (the "Property") to the Authority pursuant to a Ground Lease, dated as of the date hereof, and the City will sublease the Property back from the Authority pursuant to this Lease Agreement;

WHEREAS, the City and the Authority desire to provide for the issuance of the Bond pursuant to an Indenture, dated as of the date hereof, by and among the Authority, the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, the Bond is payable from base rental payments (the "Base Rental Payments") to be made by the City hereunder;

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof, between the Trustee and the Authority; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease Agreement, have the meanings herein specified, which meanings shall be equally applicable to both the singular and plural forms of any of the terms herein defined. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

"**Additional Rental Payments**" means all amounts payable by the City as Additional Rental Payments pursuant to Section 3.02 hereof.

"**Authority**" means the City of Chino Public Financing Authority, a joint exercise of powers authority that is duly organized and existing under the laws of the State of California.

"**Base Rental Deposit Date**" means the fifth (5^{th}) Business Day next preceding each Interest Payment Date.

"**Base Rental Payments**" means all amounts payable to the Authority from the City as Base Rental Payments pursuant to Section 3.01 hereof.

"**Base Rental Payment Schedule**" means the schedule of Base Rental Payments payable to the Authority from the City pursuant to Section 3.01 hereof and attached hereto as Exhibit C.

"**Bond**" means the City of Chino Public Financing Authority 2026 Lease Revenue Bond.

"**City**" means the City of Chino, a general law city and municipal corporation duly organized and existing under the laws of the State of California.

"**Closing Date**" means July 16, 2026.

"**Costs**" means, with respect to the Project, together with any other proper item of cost not specifically mentioned herein, (a) costs of payment of, or reimbursement for acquisition and financing of the Project, including, but not limited to, the payment of real property rental, administrative costs and capital expenditures relating to acquisition, and demolition, inspection costs, filing and recording costs, printing costs, reproduction and binding costs, fees and charges of the Trustee pursuant to the Indenture and other financing documents, legal fees and charges, financial, accounting and other professional consultant fees, costs of rating agencies or credit ratings, fees for the printing, execution, transportation and safekeeping of the Bond, and all other Costs of Issuance; (b) all other costs which the City shall be required to pay under the terms of any contract or contracts for the acquisition of the Project, including, but not limited to, the cost of insurance; (c) any sums required to reimburse the City for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the Project; (d) any costs paid from the Net Insurance Proceeds to repair, restore or replace the Project; and (e) such other expenses not specified herein as may be necessary or incidental to the acquisition of the Project, the financing thereof and the placing of the same in use and operation. Costs, as defined herein, shall be deemed to include the cost and expenses incurred by any agent of the City for any of the above-mentioned items.

"**Fiscal Year**" means, when used with respect to the City, a period beginning on July 1 in any year and ending on June 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

"**Ground Lease**" means the Ground Lease, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance with to the provisions thereof and hereof.

"**Indenture**" means the Indenture, dated as of the date hereof, by and among the Authority, the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with the provisions thereof.

"**Joint Powers Agreement**" means the Joint Exercise of Powers Agreement, dated as of December 1, 1998, between the City and the Successor Agency to the Redevelopment Agency of the City of Chino, as successor to the form Redevelopment Agency of the City of Chino, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Lease Agreement**" means this Lease Agreement, as originally executed and as it may from time to time be amended in accordance with the provisions hereof.

"**Net Insurance Proceeds**" means any insurance proceeds or condemnation award in excess of $50,000 paid with respect to any of the Property, remaining after payment therefrom of all reasonable expenses incurred in the collection thereof.

"**Permitted Encumbrances**" means, with respect to the Property, as of any particular time, (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article VI hereof, permit to remain unpaid, (b) the Assignment Agreement, (c) this Lease Agreement, (d) the Ground Lease, (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law as normally exist with respect to properties similar to the Property for the purposes for which it was acquired or is held by the City, (f) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date which the City certifies in writing will not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the Owner of the Bond by the Indenture and the Assignment Agreement and to which the Authority and the City consent in writing, and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the Closing Date which the City certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the Owner of the Bond by the Indenture and the Assignment Agreement and to which the Authority and the City consent in writing,.

"**Project**" is defined in the Recitals. The City may add, delete or substitute other improvements for components of the Project described in Exhibit B by filing with the Authority and Trustee a Certificate of the City stating that such addition, deletion, or substitution shall not cause the City to violate any of its covenants, representations and warranties made in this Lease Agreement, the Indenture, or the Tax Certificate.

"**Property**" means the real property and improvements located thereon owned by the City and described in Exhibit A attached hereto and incorporated herein, commonly referred to as the Senior Center.

"**Rental Payments**" means, collectively, the Base Rental Payments and the Additional Rental Payments.

"**Rental Period**" means the twelve-month period commencing on October 1 of each year during the term of this Lease Agreement; provided that the first Rental Period shall be the period from the Closing Date through September 30, 2027.

"**Termination Date**" means October 1, 2041, unless extended or sooner terminated as provided in Section 2.02 hereof.

"**Trustee**" means the trustee appointed under the Indenture and referred to therein as the Trustee.

ARTICLE II

LEASE OF PROPERTY; TERM

Section 2.01 Lease of Property.

(a) The Authority hereby leases to the City and the City hereby leases from the Authority the Property, on the terms and conditions hereinafter set forth, subject to all Permitted Encumbrances.

(b) The leasing of the Property by the City to the Authority pursuant to the Ground Lease shall not effect or result in a merger of the City's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Ground Lease, and the Authority shall continue to have a leasehold estate in the Property pursuant to the Ground Lease throughout the term thereof and hereof. The leasehold interest granted by the City to the Authority pursuant to the Ground Lease is and shall be independent of this Lease Agreement; this Lease Agreement shall not be an assignment or surrender of the leasehold interest granted to the Authority under the Ground Lease.

Section 2.02 Term; Occupancy. The term of this Lease Agreement shall commence on the Closing Date and shall end on the Termination Date, unless such term is extended or sooner terminated as hereinafter provided. If on the Termination Date the Bond shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments shall remain due and payable or shall have been abated at any time and for any reason remain due and owing, then the term of this Lease Agreement shall be extended until the date upon which (i) the Bond shall be fully paid, or provision therefor made in accordance with Article X of the Indenture or (ii) the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full. Notwithstanding the foregoing, the term of this Lease Agreement shall in no event be extended more than five (5) years beyond the Termination Date, such extended date being the "Maximum Lease Term." If prior to the Termination Date, the Bond shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, the Indenture shall be discharged by its terms and all Rental Payments

shall have been paid in full, and the term of this Lease Agreement shall end simultaneously therewith.

ARTICLE III

RENTAL PAYMENTS

Section 3.01 Base Rental Payments.

(a) Subject to the provisions hereof relating to a revision of the Base Rental Payment Schedule pursuant to subsection (b) of this Section, the City shall pay to the Authority, as Base Rental Payments (subject to the provisions of Section 3.06 and Article VIII hereof) the amount at the times specified in the Base Rental Payment Schedule, a portion of which Base Rental Payments shall constitute principal, and a portion of which shall constitute interest. Rental Payments, including Base Rental Payments, shall be paid by the City to the Authority for and in consideration of the right to use and occupy the Property and in consideration of the continued right to the quiet use and enjoyment thereof during each Rental Period for which such Rental Payments are to be paid.

The obligation of the City to make the Base Rental Payments does not constitute a debt of the City or of the State of California, or of any political subdivision thereof, within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the City or the State of California is obligated to levy or pledge any form of taxation or for which the City or the State of California has levied or pledged any form of taxation.

(b) If the term of this Lease Agreement shall have been extended pursuant to Section 2.02 hereof, the obligation of the City to pay Rental Payments shall continue to and including the Base Rental Deposit Date preceding the date of termination of this Lease Agreement (as so extended pursuant to Section 2.02 hereof). Upon such extension, the Base Rental Payments shall be established so that they will be sufficient to pay all extended and unpaid Base Rental Payments; provided, however, that the Rental Payments payable in any Rental Period shall not exceed the annual fair rental value of the Property.

Section 3.02 Additional Rental Payments. The City shall also pay, as Additional Rental Payments, such amounts as shall be required for the payment of the following:

(a) all taxes and assessments of any type or nature charged to the Authority or the City or affecting the Property or the respective interests or estates of the Authority or the City therein;

(b) all reasonable administrative costs of the Authority relating to the Property including, but without limiting the generality of the foregoing, salaries, wages, fees and expenses, compensation and indemnification of the Trustee payable by the Authority under the Indenture, fees of auditors, accountants, attorneys or engineers, and all other necessary and reasonable administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Indenture or this Lease Agreement or to defend the Authority and its members, officers, agents and employees;

(c) insurance premiums for all insurance required pursuant to Article VI hereof;

(d) any amounts with respect to this Lease Agreement or the Bond required to be rebated to the federal government in accordance with Section 148(f) of the Code; and

(e) all other payments required to be paid by the City under the provisions of this Lease Agreement or the Indenture.

Amounts constituting Additional Rental Payments payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Trustee to the City stating the amount of Additional Rental Payments then due and payable and the purpose thereof.

Section 3.03 Fair Rental Value. The parties hereto have agreed and determined that the annual fair rental value of the Property is not less than the maximum annual Rental Payments due in any year. In making such determination of fair rental value, consideration has been given to the uses and purposes that may be served by the Property and the benefits therefrom which will accrue to the City and the general public. Payments of the Rental Payments for the Property during each Rental Period shall constitute the total rental for said Rental Period.

Section 3.04 Payment Provisions. Each installment of Base Rental Payments payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Authority at the principal office of the Trustee in Los Angeles, California, or such other place or entity as the Authority or Trustee shall designate. Each Base Rental Payment shall be deposited with the Trustee no later than the Base Rental Deposit Date preceding the Interest Payment Date on which such Base Rental Payment is due. In the event the Owner of the Bond exercises its option to increase the interest rate on the Bond to the Default Rate upon the occurrence and continuation of an Event of Default pursuant to Section 2.02(b) of the Indenture, the interest component of the Base Rental Payments shall accrue at the Default Rate so that the interest component of the Base Rental Payments matches the interest accruing on the Bond; provided, however, from and after the Date of Taxability following a Determination of Taxability, the interest component of the Base Rental Payments shall accrue at the Taxable Rate so that the interest component of the Base Rental Payments matches the interest accruing on the Bond. Notwithstanding any dispute between the Authority and the City, the City shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said Rental Payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent Rental Payments due hereunder or refunded at the time of such determination. Amounts required to be deposited by the City with the Trustee pursuant to this Section on any date shall be reduced to the extent of available amounts on deposit in the Base Rental Payment Fund, the Interest Fund or the Principal Fund. For the avoidance of doubt, the City's obligation to pay the Base Rental Payments, as adjusted by the Default Rate or Taxable Rate, shall in all events be subject to abatement as provided in Section 3.06.

Section 3.05 Appropriations Covenant. The City covenants to take such action as may be necessary to include all Rental Payments due hereunder as a separate line item in its annual budgets and to make necessary annual appropriations for all such Rental Payments. The City will deliver to the Authority and the Trustee a Certificate of the City stating that its final annual budget includes all Base Rental Payments due in the fiscal years addressed in such budget within ten days after the filing or adoption thereof. The covenants on the part of the City herein contained shall be

deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

Section 3.06 Rental Abatement. Except as otherwise specifically provided in this Section, during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the City's right to use and occupy any portion of the Property, Rental Payments shall be abated proportionately, and the City waives the benefits of Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate this Lease Agreement by virtue of any such interference, and this Lease Agreement shall continue in full force and effect. The amount of such abatement shall be agreed upon by the City and the Authority; provided, however, that the Rental Payments due for any Rental Period shall not exceed the annual fair rental value of that portion of the Property available for use and occupancy by the City during such Rental Period. The City and the Authority shall calculate such abatement and shall provide the Trustee with a certificate setting forth such calculation and the basis therefor. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed; and the term of this Lease Agreement shall be extended as provided in Section 2.02 hereof, except that the term shall in no event be extended beyond the Maximum Lease Term.

Notwithstanding the foregoing, to the extent that moneys are available for the payment of Rental Payments in any of the funds and accounts established under the Indenture or proceeds of the rental interruption insurance required by section 6.01(d) hereof are available, Rental Payments shall not be abated as provided above but, rather, shall be payable by the City as a special obligation payable solely from said funds, accounts, and proceeds.

ARTICLE IV

ACQUISITION OF THE PROJECT

Section 4.01 Deposit of Bond Proceeds; City Deposit. Upon the issuance of the Bond, the Authority agrees that all proceeds of the Bond shall be paid to the Trustee and that such moneys shall be deposited with the Trustee and be applied as provided in Section 3.02 of the Indenture

Section 4.02 Acquisition of the Project. The City agrees to acquire the Project to be financed with the proceeds of the Bond, or to cause such portion to be acquired with the proceeds of Bond paid to the City by the Authority pursuant to Section 4.01 above and the Authority shall have no responsibility with respect thereto.

Section 4.03 Payment of Costs. Payment of Costs shall be made from the moneys deposited with the Trustee in the Project Fund as provided in Section 4.01 hereof and Section 3.05 of the Indenture, which shall be disbursed from the Project Fund in accordance and upon compliance with Section 3.05 of the Indenture.

Section 4.04 Time of Acquisition. The Project will be acquired prior to August 1, 2026, subject to excused delays pursuant to standard City procedures.

Section 4.05 Payment of Project Costs. The City agrees to oversee the acquisition of the Project in accordance with the following terms:

(a) Payment of Costs of the Project. Payment of the portion of the Costs of the Project being financed by the City shall be made from moneys deposited in the Project Fund, and shall be disbursed for such purpose in accordance and upon compliance with the Indenture. Neither the Authority nor the City shall be liable for the payment of Costs of the Project other than from amounts on deposit in the Project Fund; and

(b) Unexpended Monies. The City agrees that unexpended moneys remaining in the Project Fund shall, upon payment in full of all Costs of the Project, be applied solely in accordance with the provisions of the Indenture.

ARTICLE V

MAINTENANCE, ALTERATIONS AND ADDITIONS

Section 5.01 Modification of the Property. Subject to Section 9.02 hereof, the City shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way cause an abatement of Rental Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall have an annual fair rental value which is not less than the annual Rental Payments.

Section 5.02 Maintenance and Utilities. Throughout the term of this Lease Agreement, as part of the consideration for rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Rental Payments, the Authority agrees to provide only the Property.

Section 5.03 Installation of City's Equipment. The City and any sublessee may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City or such sublessee, and neither the Authority nor the Trustee shall have any interest therein. The City or such sublessee may remove or modify such equipment or other personal property at any time, provided that such party shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the City or any sublessee from purchasing items to be installed

pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

ARTICLE VI

INSURANCE

Section 6.01 Commercial General Liability and Property Damage Insurance; Workers' Compensation Insurance.

(a) The City shall maintain or cause to be maintained, throughout the term of this Lease Agreement, a standard commercial general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or ownership of the Property. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in a single accident or event, and in a minimum amount of $500,000 for damage to property resulting from a single accident or event. Such commercial general liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried or required to be carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City provided such self-insurance complies with the provisions of Section 6.04 hereof. The Net Insurance Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Insurance Proceeds of such insurance shall have been paid.

(b) The City shall maintain or cause to be maintained, throughout the term of this Lease Agreement, workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the California Labor Code, or any act enacted as an amendment or supplement thereto or in lieu thereof, such workers' compensation insurance to cover all persons employed by the City in connection with the Property and to cover full liability for compensation under any such act; provided, however, that the City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(c) The City shall maintain or cause to be maintained, fire, lightning and special extended coverage insurance (which shall include coverage for vandalism and malicious mischief, but need not include coverage for earthquake damage) on all improvements constituting any part of the Property in an amount equal to the greater of 100% of the replacement cost of such improvements or 100% of the outstanding principal amount of the Bond. The City has an insurance policy which provides replacement cost coverage. All insurance required to be maintained pursuant to this subsection may be subject to a deductible in an amount not to exceed $500,000. The City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(d) The City shall maintain rental interruption insurance to cover the Authority's loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Property as a result of any of the hazards required to be covered pursuant to subsection (c) of this Section in an amount sufficient at all times to pay an amount not less than the product of two times the maximum amount of Base Rental Payments scheduled to be paid during any Rental Period. The City's obligations under this subsection may be satisfied by self-insurance, provided such self-insurance complies with the provisions of Section 6.04 hereof.

(e) The insurance required by this Section shall be provided by reputable insurance companies with claims paying abilities determined, in the reasonable opinion of a professionally certified risk manager or an independent insurance consultant, to be adequate for the purposes hereof.

Section 6.02 Title Insurance. The City shall provide, at its own expense, one or more CLTA or ALTA title insurance policies for the Property, in the aggregate amount of not less than the initial principal amount of the Bond. Such policy or policies shall insure (a) the fee interest of the City in the Property, (b) the Authority's ground leasehold estate in the Property under the Ground Lease, and (c) the City's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. All Net Insurance Proceeds received under said policy or policies shall be deposited with the Trustee and applied as provided in Section 5.03 of the Indenture. So long as the Bond remains Outstanding, each policy of title insurance obtained pursuant to the Indenture or this Lease Agreement or required thereby or hereby shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Bond Owner.

Section 6.03 Additional Insurance Provision; Form of Policies. The City shall pay or cause to be paid when due the premiums for all insurance policies required by Section 6.01 hereof. All such policies shall provide that the Trustee and the Original Purchaser (so long as the Original Purchaser is the Owner of the Bond) shall be given 30 days' notice of the expiration thereof or any intended cancellation thereof. The Trustee shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Owner or the City.

Section 6.04 Self-Insurance. Insurance provided through a California joint powers authority of which the City is a member or with which the City contracts for insurance shall be deemed to be self-insurance for purposes hereof. Any self-insurance maintained by the City pursuant to this Article shall comply with the following terms:

(a) the self-insurance program shall be approved in writing by the City's Risk Manager, a professionally certified risk manager, or an independent insurance consultant;

(b) the self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid, the adequacy of each such fund shall be evaluated on an annual basis by the City's Risk Management Department, a professionally certified risk manager or an independent insurance consultant and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of the City's Risk Management Department, a professionally certified risk manager or an independent insurance consultant, as applicable; and

(c) in the event that the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by a professionally certified risk manager or by an independent insurance consultant, shall be maintained.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 Defaults and Remedies.

(a) The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder: (i) failure by the City (A) to pay any Rental Payment payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence in this Lease Agreement, or (B) to keep, observe or perform any other term, covenant or condition contained herein or in the Indenture to be kept or performed by the City, (ii) the happening of any of the events specified in this subsection or in subsection (b) of this Section, or (iii) so long as the Original Purchaser is the Owner of the Bonds, the occurrence of an "Event of Default" as defined in the Supplemental Agreement. The City shall in no event be in default in the observance or performance of any covenant, condition or agreement in this Lease Agreement on its part to be observed or performed, other than as referred to in clause (i)(A) or (ii) of the preceding sentence, unless the City shall have failed, for a period of 30 days or such additional time as is reasonably required to correct any such default after notice by the Authority to the City properly specifying wherein the City has failed to perform any such covenant, condition or agreement. Upon any such default, the Authority, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this Lease Agreement in the manner hereinafter provided on account of default by the City, notwithstanding any re-entry or re-letting of the Property as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Property and place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the City. In the event of such termination, the City agrees to surrender immediately possession of the Property, without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay Rental Payments or to deliver up possession of the Property given pursuant to law nor any entry or re-entry by the Authority nor any proceeding in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property nor the appointment of a receiver upon initiative of the Authority to protect the Authority's interest under this Lease Agreement shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property or of the remainder of the term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated by the Authority by such written notice.

(2) Without terminating this Lease Agreement, (x) to collect each installment of Rental Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Property, or (y) to exercise any and all rights of entry and re-entry upon the Property. In the event the Authority does not elect to terminate this Lease Agreement in the manner provided for in subparagraph (1) hereof, the City shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the City and, if the Property is not re-let, to pay the full amount of the Rental Payments to the end of the term of this Lease Agreement or, in the event that the Property is re-let, to pay any deficiency in Rental Payments that results therefrom; and further agrees to pay said Rental Payments and/or Rental Payment deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of Rental Payments hereunder, notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years Rental Payments in excess of the Rental Payments herein specified, and notwithstanding any entry or re-entry by the Authority or suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property. Should the Authority elect to re-enter as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Property, or any part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Property and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the City, and the City hereby indemnifies and agrees to save harmless the Authority and the Trustee from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Property and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-let the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-letting shall constitute a surrender or termination of this Lease Agreement irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The City further agrees to pay the Authority the cost of any alterations or additions to the Property necessary to place the Property in condition for re-letting immediately upon notice to the City of the completion and installation of such additions or alterations.

The City hereby waives any and all claims for damages caused or which may be caused by the Authority in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Property.

(b) If (i) the City's interest in this Lease Agreement or any part thereof is assigned or transferred, either voluntarily or by operation of law or otherwise, without the written consent of the Authority and, as hereinafter provided for, or (ii) the City or any assignee shall file any petition or institute any proceeding under any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby

the City asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the City's debts or obligations, or offers to the City's creditors to elect a composition or extension of time to pay the City's debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the City, or if a receiver of the business or of the property or assets of the City shall be appointed by any court, except a receiver appointed at the instance or request of the Authority, or if the City shall make a general assignment for the benefit of the City's creditors, or (iii) the City shall abandon or vacate the Property, then the City shall be deemed to be in default hereunder.

(c) In addition to the other remedies set forth in this Section, upon the occurrence of an Event of Default, the Authority and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Authority and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the City and of its city council, officers or employees shall be enforceable by the Authority or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Authority and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the City and its city council, officers and employees and its assigns to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Authority's or its assignee's rights against the City (and its city council, officers and employees) and to compel the City to perform and carry out its duties and obligations under the law and its covenants and agreements with the City as provided herein.

Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Authority to the further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Authority of the Property. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Authority shall prevail in any action brought to enforce any of the terms and provisions of this Lease Agreement, the City agrees to pay a reasonable amount as and for attorney's fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder.

Notwithstanding anything to the contrary contained in this Lease Agreement, the Authority shall have no right upon a default hereunder by the City to accelerate Rental Payments.

(d) Notwithstanding anything to the contrary contained in this Lease Agreement, the termination of this Lease Agreement by the Authority and its assignees on account of a default by the City under this Section shall not effect or result in a termination of the Ground Lease.

Section 7.02 Waiver. Failure of the Authority to take advantage of any default on the part of the City shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Authority to insist upon performance by the City of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of any other default or of the same default subsequently occurring. The acceptance of Rental Payments hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Lease Agreement.

ARTICLE VIII

EMINENT DOMAIN; PREPAYMENT

Section 8.01 Eminent Domain. If all of the Property (or portions thereof such that the remainder is not usable for public purposes by the City) shall be taken under the power of eminent domain, the term hereof shall cease as of the day that possession shall be so taken. If less than all of the Property shall be taken under the power of eminent domain and the remainder is usable for public purposes by the City at the time of such taking, then this Lease Agreement shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the Rental Payments in accordance with the provisions of Section 3.06 hereof. So long as the Bond shall be Outstanding, any award made in eminent domain proceedings for the taking of the Property, or any portion thereof, shall be paid to the Trustee and applied to the redemption of Bond as provided in subsection (a) of Section 4.01 of the Indenture. Any such award made after the Bond, and all other amounts due under the Indenture and hereunder, have been fully paid, shall be paid to the Authority and to the City as their respective interests may appear.

Section 8.02 Optional Prepayment.

(a) The City may prepay the Base Rental Payments, in whole or in part, on the date and at the prepayment price (expressed as a percentage of the principal amount of the Bond to be redeemed) plus accrued and unpaid interest thereon to the date of prepayment, as set forth in Sections 4.01(b) and 4.01(c) of the Indenture.

(b) The City may prepay, from any source of available funds, all of the Base Rental Payments attributable to the Bond by depositing with the Trustee moneys or securities as provided, and subject to the terms and conditions set forth, in Article X of the Indenture in an amount that is sufficient to make such Base Rental Payments when due or to make such Base Rental Payments through a specified date on which the City has a right to prepay such Base Rental Payments pursuant to subsection (a) of this Section, and to prepay such Base Rental Payments on such prepayment date, at a prepayment price determined in accordance with subsection (a) of this Section.

(c) If all of the Base Rental Payments are prepaid in accordance with the provisions of this Lease Agreement then, as of the date of such prepayment pursuant to subsection (a) of this Section, or deposit pursuant to subsection (b) of this Section and, if applicable, such corresponding provisions, and payment of all other amounts owed under this Lease Agreement, the term of this Lease Agreement shall be terminated.

(d) Prepayments of Base Rental Payments made pursuant to this Section shall be applied to the redemption of the Bond as directed by the City and as provided in Section 4.01 of the Indenture.

ARTICLE IX

COVENANTS AND REPRESENTATIONS

Section 9.01 Right of Entry. The Authority and its assignees shall have the right to enter upon and to examine and inspect the Property during reasonable business hours (and in emergencies at all times) for any purpose connected with the Authority's rights or obligations under this Lease Agreement, and for all other lawful purposes.

Section 9.02 Liens. In the event the City shall at any time during the term of this Lease Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Property, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Property and which may be secured by a mechanics', materialmen's or other lien against the Property or the Authority's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if the City desires to contest any such lien, it may do so as long as such contest is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the City shall forthwith pay and discharge said judgment.

Section 9.03 Quiet Enjoyment. The parties hereto mutually covenant that the City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Lease Agreement peaceably and quietly have, hold and enjoy the Property without suit, trouble or hindrance from the Authority.

Section 9.04 Authority Not Liable. The Authority and its directors, officers, agents and employees, shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Property. To the extent permitted by law, the City shall, at its expense, indemnify and hold the Authority and the Trustee and all directors, members, officers, agents and employees thereof harmless against and from any and all losses, costs, expenses (including legal fees and expenses), suits, damages, liability and claims by or on behalf of any person, firm, corporation or governmental authority arising from the acquisition, construction, occupation, use, operation, maintenance, possession, conduct or management of or from any work done in or about the Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Property or the occupancy or use thereof, but excepting the negligence or willful misconduct of the persons or entity seeking indemnity. The City also covenants and agrees, at its expense, to pay and indemnify and save the Authority and the Trustee and all directors, officers, agents and employees thereof harmless against and from any and all losses, costs, expenses (including legal fees and expenses), suits, damages, liability and claims arising from (a) any condition of the Property and the adjoining sidewalks and passageways, (b) any breach or default on the part of the City in the performance of any covenant or agreement to be performed by the City pursuant to this Lease Agreement, (c) any act or negligence of licensees in

connection with their use, occupancy or operation of the Property, (d) any accident, injury or damage whatsoever caused to any person, firm or corporation in or about the Property or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section, but excepting the negligence or willful misconduct of the person or entity seeking indemnity. In the event that any action or proceeding is brought against the Authority or the Trustee or any director, member, officer or employee thereof, by reason of any such claim, the City, upon notice from the Authority or the Trustee or such director, member, officer employee thereof, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the Authority or the Trustee or such director, member, officer or employee thereof. All indemnities by the City under this Lease Agreement shall survive the termination of this Lease Agreement and the earlier removal or resignation of the Trustee.

Section 9.05 Assignment and Subleasing. Neither this Lease Agreement nor any interest of the City hereunder shall be sold, mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation by law or otherwise. The Property may not be subleased in whole or in part by the City without the prior written consent of the Authority. Any such sublease shall be subject to all of the following conditions, as certified in writing by an Authorized City Representative:

(a) this Lease Agreement and the obligation of the City to make all Rental Payments hereunder shall remain the primary obligation of the City;

(b) the City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease;

(c) no such sublease by the City shall cause the Property to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California;

(d) any sublease of the Property by the City shall explicitly provide that such sublease is subject to all rights of the Authority under the Lease Agreement, including the right to re-enter and re-let the Property or terminate the Lease Agreement upon a default by the City; and

(e) the City shall furnish the Authority and the Trustee with an Opinion of Counsel to the effect that such sublease will not, in and of itself, cause the interest on the Bond to be included in gross income for federal income tax purposes.

Section 9.06 Title to Property. Upon the termination or expiration of this Lease Agreement (other than as provided in Section 7.01 and Section 8.01 hereof), and the first date upon which the Bond is no longer Outstanding, all right, title and interest in and to the Property shall vest in the City. Upon any such termination or expiration, the Authority shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

Section 9.07 Authority's Purpose. The Authority covenants that, prior to the discharge of this Lease Agreement and the Bond, it will not engage in any activities inconsistent with the purposes for which the Authority is organized, as set forth in the Joint Powers Agreement.

ARTICLE X

NO CONSEQUENTIAL DAMAGES; USE OF THE PROPERTY; SUBSTITUTION OR RELEASE

Section 10.01 No Consequential Damages. In no event shall the Authority or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement or the City's use of the Property.

Section 10.02 Use of the Property. The City will not use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease Agreement. In addition, the City agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Property) with all laws of the jurisdictions in which its operations may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Property; provided, however, that the City may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Authority, adversely affect the estate of the Authority in and to any of the Property or its interest or rights under this Lease Agreement.

Section 10.03 Substitution or Release of the Property. The City shall have the right to substitute alternate real property for any portion of the Property or to release a portion of the Property from this Lease Agreement. All costs and expenses incurred in connection with such substitution or release shall be borne by the City. Notwithstanding any substitution or release of Property pursuant to this subsection, there shall be no reduction in or abatement of the Base Rental Payments due from the City hereunder as a result of such substitution or release, as certified in writing by an Authorized City Representative. Any such substitution or release of any portion of the Property shall be subject to the following specific conditions, which are hereby made conditions precedent to such substitution or release:

(a) the City shall have found (as set forth in a certificate delivered by the City to the Trustee) that the Property, as constituted after such substitution or release, (i) has an annual fair rental value at least equal to the maximum annual Base Rental Payments payable by the City in any Rental Period, during the remaining term of this Lease Agreement, as determined by the City on the basis of commercially reasonable evidence of the fair rental value of the Property, and (ii) has a useful life in excess of the final maturity of the Bond;

(b) the City, as certified in writing by an Authorized City Representative, shall have obtained or caused to be obtained a CLTA or ALTA title insurance policy or policies with respect to any substituted property in the amount at least equal to the principal amount of the Bond of the type and with the endorsements described in Section 6.02 hereof;

(c) the City shall have provided the Trustee with an Opinion of Counsel to the effect that such substitution or release will not, in and of itself, cause the interest on the Bond to be included in gross income for federal income tax purposes; and

(d) the City, the Authority and the Trustee shall have executed, and the City shall have caused to be recorded with the San Bernardino County Clerk – Recorder, any document necessary to reconvey to the City the portion of the Property being released and to include any substituted real property in the description of the Property contained herein and in the Ground Lease.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Law Governing. THIS LEASE AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS HEREOF AND BY THE LAWS OF THE STATE OF CALIFORNIA AS THE SAME FROM TIME TO TIME EXIST.

Section 11.02 Notices. All written notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:	City of Chino 13220 Central Avenue Chino, California 91710 Attention: Ms. Kim Sao, Director of Finance
If to the Authority:	City of Chino Public Financing Authority c/o City of Chino 13220 Central Avenue Chino, California 91710 Attention: Ms. Kim Sao, Treasurer

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.03 Validity and Severability. If for any reason this Lease Agreement shall be held by a court of competent jurisdiction to be void, voidable or unenforceable by the Authority or by the City, or if for any reason it is held by such a court that any of the covenants and conditions of the City hereunder, including the covenant to pay Rental Payments, is unenforceable for the full term hereof; then and in such event this Lease Agreement is and shall be deemed to be a lease under which the Rental Payments are to be paid by the City annually in consideration of the right of the City to possess, occupy and use the Property, and all of the terms, provisions and conditions of this Lease Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 11.04 Net-Net-Net Lease. This Lease Agreement shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Rental Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever and notwithstanding any dispute between the City and the Authority.

Section 11.05 Taxes. The City shall pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or affecting the Property or the respective interests or estates therein; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the term of this Lease Agreement as and when the same become due.

The City or any sublessee may, at the City's or such sublessee's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority or the Trustee shall notify the City or such sublessee that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any part thereof, will be subject to loss or forfeiture, in which event the City or such sublessee shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

Section 11.06 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 11.07 Amendments. This Lease Agreement and the Ground Lease may be amended and the rights and obligations of the Authority and the City hereunder and thereunder may be amended at any time by an amendment hereto or thereto which shall become binding upon execution and delivery by the Authority and the City, but only with the prior written consent of the Owner of the Bond, provided that no such amendment shall extend the payment date of any Base Rental Payments, reduce the interest component or principal component of any Base Rental Payments or change the prepayment terms and provisions, without the prior written consent of the Owner of each Bond so affected.

Section 11.08 Assignment. The City and the Authority hereby acknowledge the assignment of this Lease Agreement (except for the Authority's obligations and its rights to give consents or approvals hereunder), and the Base Rental Payments payable hereunder, to the Trustee pursuant to the Assignment Agreement. To the extent that this Lease Agreement confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease Agreement, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 11.09 Execution. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the City have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF CHINO

By: _____
DR. LINDA REICH
CITY MANAGER

ATTEST:

By:_____
NATALIE GONZAGA
CITY CLERK

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
KAREN COMSTOCK
CHAIR

ATTEST:

_____
NATALIE GONZAGA
SECRETARY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of San Bernardino, City of Chino and described as follows:

Lots 4 through 6, Block 30, together with the vacated alleys, Map of Town of Chino, as per Map recorded in Book 4 of Maps, Page 51, Records of the County of San Bernardino, State of California.

For Informational Purposes Only: APN: 1020-271-20, 1020-271-21 and 1020-271-22

(End of Legal Description)

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

Base Rental Deposit Date (Fifth Business Day Prior to)	*Principal Component*	*Interest Component**	*Total Base Rental Payment**
10/1/26	$ --	$ 29,316.15	$ 29,316.15
4/1/27	--	68,531.25	68,531.25
10/1/27	155,000.00	68,531.25	223,531.25
4/1/28	--	65,237.50	65,237.50
10/1/28	165,000.00	65,237.50	230,237.50
4/1/29	--	61,731.25	61,731.25
10/1/29	170,000.00	61,731.25	231,731.25
4/1/30	--	58,118.75	58,118.75
10/1/30	180,000.00	58,118.75	238,118.75
4/1/31	--	54,293.75	54,293.75
10/1/31	185,000.00	54,293.75	239,293.75
4/1/32	--	50,362.50	50,362.50
10/1/32	195,000.00	50,362.50	245,362.50
4/1/33	--	46,218.75	46,218.75
10/1/33	205,000.00	46,218.75	251,218.75
4/1/34	--	41,862.50	41,862.50
10/1/34	210,000.00	41,862.50	251,862.50
4/1/35	--	37,400.00	37,400.00
10/1/35	220,000.00	37,400.00	257,400.00
4/1/36	--	32,725.00	32,725.00
10/1/36	230,000.00	32,725.00	262,725.00
4/1/37	--	27,837.50	27,837.50
10/1/37	240,000.00	27,837.50	267,837.50
4/1/38	--	22,737.50	22,737.50
10/1/38	250,000.00	22,737.50	272,737.50
4/1/39	--	17,425.00	17,425.00
10/1/39	260,000.00	17,425.00	277,425.00
4/1/40	--	11,900.00	11,900.00
10/1/40	275,000.00	11,900.00	286,900.00
4/1/41	--	6,056.25	6,056.25
10/1/41	285,000.00	6,056.25	291,056.25
Total	$3,225,000.00	$1,234,191.15	$4,459,191.15

* Assume that no Event of Default or Event of Taxability has occurred and is continuing.

INDENTURE

by and among

CITY OF CHINO PUBLIC FINANCING AUTHORITY

and

CITY OF CHINO

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated as of July 1, 2026

Relating to

$3,225,000
CITY OF CHINO PUBLIC FINANCING AUTHORITY
2026 LEASE REVENUE BOND

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INDENTURE

THIS INDENTURE (this "Indenture"), executed and entered into as of July 1, 2026, is by and among the CITY OF CHINO PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity duly organized and existing pursuant to the Joint Exercise of Powers Agreement (defined below) and the laws of the State of California (the "Authority"), the CITY OF CHINO, a general law city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the City and the Authority desire to finance all or a portion of the acquisition of certain real property located at 13272 6th Street, Chino, California and related project costs (collectively, the "Project");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing the Project;

WHEREAS, to facilitate the issuance of the Bond, the City will lease certain real property and the improvements located thereon (the "Property") to the Authority pursuant to a Ground Lease, dated as of the date hereof, and the City will sublease the Property back from the Authority pursuant to a Lease Agreement, dated as of the date hereof (the "Lease Agreement");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide the funds necessary to finance all or a portion of the Project through the issuance by the Authority of the Bond payable from the base rental payments (the "Base Rental Payments") to be made by the City under the Lease Agreement;

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to the Trustee pursuant to an Assignment Agreement, dated as of the date hereof;

WHEREAS, the Bond will be payable equally and ratably from the Base Rental Payments;

WHEREAS, to provide for the authentication and delivery of the Bond, to establish and declare the terms and conditions upon which the Bond is to be issued and secured, and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Authority and the City have authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority and the City have determined that all acts and proceedings required by law necessary to make the Bond, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture has been in all respects duly authorized;

NOW THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Bond and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Lease Agreement.

"**Act**" means the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code.

"**Additional Rental Payments**" means all amounts payable by the City as Additional Rental Payments pursuant to Section 3.02 of the Lease Agreement.

"**Assignment Agreement**" means the Assignment Agreement, dated as of the date hereof, by and between the Authority and the Trustee, as amended and supplemented from time to time.

"**Authority**" means the City of Chino Public Financing Authority, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California.

"**Authorized Authority Representative**" means the Chair, Vice Chair, Executive Director, Treasurer and Secretary of the Authority, or any other person authorized by the Board of Directors of the Authority to act on behalf of the Authority under or with respect to this Indenture.

"**Authorized City Representative**" means the Mayor of the City, the Mayor Pro Tempore of the City, the City Manager of the City, the Administrative Services Director of the City or the City Clerk, or any other person authorized by the City Council of the City to act on behalf of the City under or with respect to this Indenture.

"**Base Rate**" means a fluctuating rate per annum equal to the highest of (i) the Prime Rate, (ii) the Federal Funds Rate plus 2.00% per annum, (iii) Daily Simple SOFR Rate plus 3.00% per annum, or (iv) 7.00% per annum; *provided, however*, that in no event shall the Base Rate exceed the Maximum Rate. Interest at the Base Rate shall be computed on the basis of a 360-day year and the actual number of days elapsed.

"**Base Rental Payment Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Base Rental Payments**" means all amounts payable to the Authority by the City as Base Rental Payments pursuant to Section 3.01 of the Lease Agreement.

"**Bond**" means the City of Chino Public Financing Authority 2026 Lease Revenue Bond.

"**Business Day**" means a day which is not (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed or the payment system of the Federal Reserve System is not operational.

"**City**" means the City of Chino, a general law city and municipal corporation duly organized and existing under the laws of the State of California.

"**Closing Date**" means July 14, 2026.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Costs of Issuance**" means all of the costs of issuing and delivering the Bond, including, but not limited to, all printing and document preparation expenses in connection with this Indenture, the Lease Agreement, the Ground Lease, the Assignment Agreement, the Bond, legal fees, municipal advisor and other consultant fees, printing fees and expenses of counsel with the issuance and delivery of the Bond, the initial fees and expenses of the Trustee and its counsel, fees of California Debt Investment Advisory Commission, fees of legal counsel to the Original Purchaser, and other fees and expenses incurred in connection with the issuance and delivery of the Bond, to the extent such fees and expenses are approved by the City.

"**Costs of Issuance Fund**" means the fund by that name established in accordance with Section 3.03 hereof.

"**Daily Simple SOFR Rate**" means a daily rate based on SOFR and determined by the Original Purchaser in accordance with the conventions for such rate selected by the Original Purchaser.

"**Date of Taxability**" means the date from and for which interest on the Bond is subject to federal income taxation as a result of a Determination of Taxability.

"**Default Rate**" means the Base Rate plus four percent (4.00%) per annum.

"**Determination of Taxability**" means any determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that as a result of any actions or omissions of the Authority with respect to the Bond the interest payable on the Bond is includable in the gross income for federal income tax purposes of the Owner of the Bond, provided, however, that no such Determination of Taxability shall be deemed to have occurred if the Authority is contesting such determination in good faith and is diligently proceeding to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the Authority.

"**Event of Default**" means the occurrence of an event of default as described in Article VII of the Lease Agreement.

"**Federal Funds Rate**" means, for any day, the rate per annum equal to the weighted average (rounded upwards, if necessary to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if

such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Original Purchaser from three Federal funds brokers of recognized standing selected by it.

"**Federal Securities**" means (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

"**Ground Lease**" means the Ground Lease, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance with the provisions thereof and of the Lease Agreement.

"**Indenture**" means this Indenture, as originally executed and as it may be amended or supplemented from time to time by any Supplemental Indenture.

"**Interest Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Interest Payment Date**" means April 1 and October 1 of each year, commencing on October 1, 2026.

"**Joint Powers Agreement**" means the Joint Exercise of Powers Agreement, dated as of December 1, 1998, between the City and the Successor Agency to the Redevelopment Agency of the City of Chino, as successor to the form Redevelopment Agency of the City of Chino, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Lease Agreement**" means the Lease Agreement, dated as of the date hereof, by and between the City and the Authority, as originally executed and as it may be from time to time amended in accordance with the provisions thereof.

"**Maximum Rate**" means the lesser of (i) twelve percent (12%) per annum and (ii) the maximum rate of interest allowed by applicable law.

"**Moody's**" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, except that if such corporation shall no longer perform the function of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"**Office of the Trustee**" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Authority and the City by the Trustee in writing, except that with respect to presentation of Bond for payment or for registration of transfer and exchange such term shall mean the office or the agency of the Trustee at which, at any particular time, its corporate trust agency shall be conducted as specified to the Authority and the City by the Trustee in writing.

"**Opinion of Counsel**" means a written opinion of Anzel Galvan LLP, or other counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the

Authority or the City and which written opinion, if to be delivered to the Trustee, is satisfactory to the Trustee.

"**Original Purchaser**" means BMO Bank N.A. and its successors and assigns.

"**Outstanding**," when used as of any particular time with reference to the Bond, means (subject to the provisions of Section 11.09 hereof) the Bond theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except that the Bond shall not be deemed Outstanding if:

(a) it has been canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) all liability of the Authority with respect thereto shall have been discharged in accordance with Section 10.01 hereof; or

(c) it has been replaced by another Bond authenticated and delivered by the Trustee pursuant to this Indenture upon transfer, exchange or in lieu of or in substitution for such Bond, in which case only such authenticated and delivered replacement Bond shall be deemed Outstanding.

"**Owner**" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"**Permitted Investments**" means any of the following to the extent then permitted by the general laws of the State of California:

(1) (a) Direct obligations (other than an obligation subject to—variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated (collectively "United States Obligations"). These include, but are not necessarily limited to:

-U.S. Treasury obligations
All direct or fully guaranteed obligations
-Farmers Home Administration
Certificates of beneficial ownership
-General Services Administration
Participation certificates
-U.S. Maritime Administration
Guaranteed Title XI financing
-Small Business Administration
Guaranteed participation certificates
Guaranteed pool certificates

-Government National Mortgage Association (GNMA)
GNMA-guaranteed mortgage-backed securities
GNMA-guaranteed participation certificates
-U.S. Department of Housing & Urban Development
Local authority bonds
-Washington Metropolitan Area Transit Authority
Guaranteed transit bonds

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

-Federal Home Loan Mortgage Corporation (FHLMC)
Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
Senior debt obligations
-Farm Credit Banks (formerly: Federal Land Banks, Federal intermediate
Credit Banks and Banks for Cooperatives)
Consolidated systemwide bonds and notes
-Federal Home Loan Banks (FHL Banks)
Consolidated debt obligations
-Federal National Mortgage Association (FNMA)
Senior debt obligations
Mortgage-backed securities (excluded are stripped mortgages securities which are purchased at prices exceeding their principal amounts)
-Financing Corporation (FICO)
Debt obligations
-Resolution Funding Corporation (REFCORP)
Debt obligations

(4) Bank deposit products, unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the City and the Trustee), trust funds, trust accounts, overnight banking deposits, interest bearing deposits, interest bearing money market accounts, time deposits, demand deposits, other deposit products, and bankers' acceptances (having maturities of not more than 30 days) of any bank (including the Trustee and any affiliate) the short-term obligations of which are rated "A-1" or "A-2" without regard to qualifier by S&P.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks, including the Trustee and its affiliates, which have capital and surplus of at least $5 million.

(6) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, "A-1" or better by S&P and "Prime-1" by Moody's.

(7) Money market mutual funds rated in the highest investment category granted thereby from S&P and Moody's (including those for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise) but excluding such funds with a floating net asset value.

(8) Repurchase agreements:

With (1) any domestic bank, or domestic branch of a foreign bank or any non-bank financial institution or primary dealer as designated by the Federal Reserve the long term debt of which is rated at least "BBB+" by Standard & Poor's or Moody's (including the Trustee or any of its affiliates); or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "BBB+" by Standard & Poor's or Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "BBB+" or better by Standard & Poor's or Moody's, provided that:

(a) The collateral shall be securities described in clause 1(a), (b) or (c) of this subsection, and the market value of the collateral is maintained at levels equal to 104% of the amount of cash transferred by the Trustee or the City to the provider of the repurchase agreement plus accrued interest with the collateral being valued weekly and marked-to-market at current market price plus accrued interest;

(b) The Trustee or a third party acting solely as agent therefor or for the City (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(c) The repurchase or reverse repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) The repurchase or reverse repurchase agreement shall provide that if during its term the provider's rating by either Moody's or Standard & Poor's is withdrawn or suspended or falls below "BBB" by Standard & Poor's or "Baa2" by Moody's, as appropriate, the provider must, at the direction of Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Trustee or the City.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (a) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by Standard & Poor's or Moody's, respectively.

(9) State Obligations

(a) Direct general obligations of any state of the United States or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A2" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(b) Direct, general short-term obligations of any state agency or subdivision described in (a) above and rated "A-1+" by S&P and "Prime-1" by Moody's.

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated "AA" or better by S&P and "Aa" or better by Moody's.

(10) Local Agency Investment Fund of the State of California.

(11) Investment agreements, including guaranteed investment contracts, repurchase agreements and forward delivery agreements, that are obligations of an entity rated, or whose obligations are rated, or guaranteed by an entity which is rated or whose obligations are rated, (at the time the investment is entered into) not lower than "A-" by S&P or Fitch, or "A3" by Moody's.

(12) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments.

"**Person**" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"**Prime Rate**" means an index for a variable interest rate which is quoted, published or announced by the Original Purchaser as its prime rate and as to which loans may be made by the Original Purchaser at, above or below such rate.

"**Project**" means the acquisition of the real property located at 13272 6th Street, Chino, California, and related project costs.

"**Project Costs"** has the meaning given to the term Costs in the Lease Agreement.

"**Project Fund**" means the fund by that name established in accordance with Section 3.04 hereof.

"**Principal Fund**" means the account by that name established in accordance with Section 5.02 hereof.

"**Purchaser Letter**" means a letter in substantially the form attached as Exhibit C hereto.

"**Rebate Fund**" means the fund by that name established in accordance with Section 5.05 hereof.

"**Rebate Requirement**" has the meaning ascribed thereto in the Tax Certificate.

"**Record Date**" means the fifteenth day of the month next preceding an Interest Payment Date, whether or not such day is a Business Day.

"**Redemption Fund**" means the fund by that name established in accordance with Section 5.02 hereof.

"**Redemption Price**" means the aggregate amount of principal of and premium, if any, on the Bond upon the redemption thereof pursuant hereto.

"**Registration Books**" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bond pursuant to Section 2.05 hereof.

"**Rental Payments**" means, collectively, the Base Rental Payments and the Additional Rental Payments.

"**Rental Period**" means the period from the Closing Date through September 30, 2027, and, thereafter, the twelve-month period commencing on October 1 of each year during the term of the Lease Agreement.

"**S&P**" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"**SOFR**" means the secured overnight financing rate which is published by the Board of Governors of the Federal Reserve System and available at www.newyorkfed.org.

"**Supplemental Indenture**" means any supplemental indenture amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"**Tax Certificate**" means the Tax Certificate executed by the Authority and the City at the time of issuance of the Bond relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"**Taxable Rate**" means a rate equal to 6.54% per annum calculated on the basis of a 360-day year of twelve 30-day months.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States, or any successor thereto as Trustee hereunder, appointed as provided herein.

"**Written Certificate of the Authority**" and "**Written Request of the Authority**" mean, respectively, a written certificate or written request signed in the name of the Authority by an Authorized Authority Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"**Written Certificate of the City**" and "**Written Request of the City**" mean, respectively, a written certificate or written request signed in the name of the City by an Authorized City Representative. Any such certificate or request may, but need, not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02 Equal Security. In consideration of the acceptance of the Bond by the Owner thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the City, the Trustee and the Owner from time to time of the Bond authenticated, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on the Bond, subject to the agreements, conditions, covenants and provisions contained herein.

ARTICLE II

THE BOND

Section 2.01 Authorization of the Bond. The Authority hereby authorizes the issuance of the Bond under and subject to the terms of this Indenture and applicable laws of the State of California for the purpose of financing the Project.

Section 2.02 Terms of Bond.

(a) The Bond shall be designated the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" and shall be issued in the principal amount of $3,225,000 as a single bond.

(b) The Bond shall be dated the Closing Date, shall be payable in installments of principal and interest, with a final maturity of October 1, 2041 and shall bear interest at the rate of 4.25% (calculated on the basis of a 360-day year of twelve 30-day months), payable on each Interest

Payment Date commencing October 1, 2026; provided, however, that so long as any Event of Default shall have occurred and is continuing, the interest rate on the Bond may, at the option of the Owner of the Bond, be increased to the Default Rate as provided in Section 7.01; provided further, however, from and after the Date of Taxability following a Determination of Taxability, the interest rate on the Bond shall be increased to the Taxable Rate. The Bond shall be delivered in fully registered form. The Bond shall be executed and delivered in the form of a single fully registered Bond.

(c) Interest on the Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) the Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) the Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the dated date thereof, or (iii) interest on the Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Bond is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner of the Bond at its addresses shown on the Registration Books as of the close of business on the preceding Record Date.

(d) The principal and premium, if any, of the Bond shall be payable in installments in lawful money of the United States of America without presentation and surrender thereof except upon maturity or earlier redemption at the Office of the Trustee.

(e) The Bond shall be subject to redemption as provided in Article IV.

(f) Notwithstanding anything herein to the contrary, so long as the Bond is owned by the Original Purchaser: (i) the Trustee shall pay principal of and interest and premium on, if any, on the Bond when due by wire transfer in immediately available funds to the Original Purchaser in accordance with such wire transfer instructions as shall be filed by the Original Purchaser with the Trustee from time to time; (ii) payments of principal on the Bond shall be made without the requirement for presentation and surrender by the Original Purchaser, provided that principal which is payable at maturity or full redemption shall be made only upon presentation and surrender at the Office of the Trustee; and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the mandatory sinking fund payments described in Section 4.01(c).

Section 2.03 Form of Bond. The Bond shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby. The Bond shall be initially delivered as a single registered bond in the name of the Original Purchaser and shall not be delivered as book-entry bonds. The Bond shall not be assigned CUSIPS, be issued pursuant to any type of offering document or official statement and shall not receive a rating from any rating agency.

Section 2.04 Transfer and Exchange of Bond. The Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever the Bond shall be surrendered for transfer, the Authority shall execute and the

Trustee shall authenticate and shall deliver a new Bond registered in the name of the transferee and representing the then Outstanding principal amount of the Bond. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. **Notwithstanding the foregoing, the Bond is transferable only to an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act or a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act, in each case that has delivered a Purchaser Letter (in the form attached as Exhibit C hereto) to the Authority, the City, the Trustee and Bond Counsel.**

Prior to any transfer of the Bond outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Bond may be exchanged at the Office of the Trustee for a new Bond registered in the same name and representing the same Outstanding principal amount as the Bond surrendered for exchange. The Trustee shall require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be obligated to make any transfer or exchange of the Bond pursuant to this Section during the period established by the Trustee preceding any date fixed for redemption of the Bond, or with respect to the Bond (or any portion thereof) that has been called for redemption.

Section 2.05 Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bond, which shall be open to inspection during regular business hours and upon reasonable written notice by the City; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bond as hereinbefore provided.

Section 2.06 Execution of the Bond. The Bond shall be executed in the name and on behalf of the Authority with the manual or facsimile signature of an Authorized Authority Representative attested by the manual or facsimile signature of the Secretary or any duly authorized deputy secretary of the Authority. The Bond shall then be delivered to the Trustee for authentication by it. In case any of such officers of the Authority who shall have signed or attested the Bond shall cease to be such officers of the Authority before the Bond so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Authority, the Bond may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority, and also the Bond may be signed and attested on behalf of the Authority by such Persons as at the actual date of execution of the Bond shall be the proper officers of the Authority although at the nominal date of the Bond any such Person shall not have been such officer of the Authority.

Section 2.07 Authentication of the Bond. Only if the Bond bears a certificate of authentication substantially in the form as that set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bond so

authenticated have been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Indenture.

Section 2.08 Temporary Bond. The Bond may be issued in temporary form, exchangeable for the definitive Bond when ready for delivery. Any temporary Bond may be printed, lithographed or typewritten, shall be in the principal amount of the Bond, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bond. If the Authority issues a temporary Bond, it will execute and deliver the definitive Bond as promptly thereafter as practicable, and thereupon the temporary Bond may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bond the definitive Bond. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Indenture as the definitive Bond authenticated and delivered hereunder.

Section 2.09 Mutilated, Lost, Destroyed or Stolen Bond. If the Bond shall become mutilated, the Authority, at the expense of the Owner of the Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or in accordance with the order of, the Authority. If the Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity (including, if requested, a surety bond) satisfactory to the Trustee shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in replacement for the Bond so lost, destroyed or stolen (or, if the Bond shall have matured or shall have been called for redemption, instead of issuing a replacement Bond the Trustee may pay the same without surrender thereof). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of the Bond alleged to be mutilated, lost, destroyed or stolen shall be deemed to constitute the same obligation and not an additional obligation of the Authority, and shall be entitled to the benefits of this Indenture equally and ratably with the Bond originally issued hereunder, upon the Trustee receiving indemnity and evidence of ownership reasonably satisfactory to it.

ARTICLE III

ISSUANCE OF BOND; APPLICATION OF PROCEEDS

Section 3.01 Issuance of Bond. The Authority may, at any time, execute the Bond for issuance hereunder and deliver the same to the Trustee. The Trustee shall authenticate the Bond and deliver the Bond to the Original Purchaser upon receipt of a Written Request of the Authority and upon receipt of the purchase price therefor.

Section 3.02 Application of Proceeds of the Bond. On the Closing Date, the net proceeds of the sale of the Bond received by the Trustee in the amount of $3,225,000 (being the purchase price for the Bond), shall be deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of $125,000.00 in the Costs of Issuance Fund.

(b) The Trustee shall deposit the amount of $3,100,000 in the Project Fund to be applied as provided in Section 3.04 hereof.

The Trustee may establish one or more temporary accounts from time to time to facilitate the application of proceeds of the Bond.

Section 3.03 Costs of Issuance Fund. The Trustee shall establish and maintain a separate fund designated the "Costs of Issuance Fund." On the Closing Date, there shall be deposited in the Costs of Issuance Fund the amount specified in Section 3.02 hereof.

The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Authority stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. Each such Written Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. One hundred eighty (180) days following the Closing Date, or earlier upon the Written Request of the Authority, all amounts, if any, remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Fund, and the Costs of Issuance Fund shall be closed.

Section 3.04 Project Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Project Fund." The moneys in the Project Fund or the accounts therein shall be disbursed by the Trustee on behalf of the City as specified in a Written Request of the City in the form attached hereto as Exhibit B to pay the Project Costs, and to reimburse the City for the same. Each Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. The Trustee shall be under no duty or obligation to analyze or verify any documentation supporting the payments or reimbursements in such Written Request but shall hold and provide to Owner upon request such documentation supporting the payments or reimbursements requested by the City, solely as a repository for the benefit of Owner. On the date on which the City determines that amounts in the Project Fund are no longer necessary for payment of the Project Costs, the City shall submit a Written Request to the Trustee to transfer any remaining balance in the Project Fund not needed for Project Fund purposes, to the Interest Fund to pay interest on the Bond, and the Project Fund shall be closed. Investment earnings on amounts on deposit in the Project Fund shall remain on deposit in the Project Fund for application in accordance with this Section.

ARTICLE IV

REDEMPTION OF BOND

Section 4.01 Redemption of Bond.

(a) Extraordinary Redemption. The Bond shall be subject to redemption, in whole or in part, on any date as directed by the City in a Written Request of the City provided to the Trustee not less than 30 days (or such lesser number of days acceptable to the Trustee, in the sole discretion of the Trustee) prior to such date, in denominations of $1.00 or integral multiples thereof, from and to the extent of any Net Insurance Proceeds received with respect to all or a portion of the Property, deposited

by the Trustee in the Redemption Fund pursuant to Sections 5.03 and 5.04 hereof, at a Redemption Price equal to the principal amount of the Bond to be redeemed, plus accrued interest thereon to the date of redemption, without premium. Any such extraordinary redemption of the Bond in part shall be effected by a corresponding reduction in the outstanding principal amount of the Bond as reflected on the registration books maintained by the Trustee.

(b) Optional Redemption. On any date commencing on and after October 1, 2028, the Authority may redeem, in whole or in part, the outstanding principal amount of the Bond in inverse order of principal payments, in a written Request of the Authority provided to the Trustee and the Owner of the Bond not less than 30 days (or such lesser number of days acceptable to the Trustee, in the discretion of the Trustee and the Owner) prior to such date, using any source of available funds, at the following redemption prices (expressed as a percentage of the principal amount of the Bond or portions thereof called for redemption) together with accrued interest to the date fixed for redemption, as follows.

Redemption Dates	***Redemption Price***
October 1, 2028 through September 30, 2029	103%
October 1, 2029 through September 30, 2030	103%
October 1, 2030 through September 30, 2031	102%
October 1, 2031 and thereafter	100%

Any prepayment of the Bond made by the Authority hereunder shall be in a minimum principal amount of at least $500,000, or, if less than such minimum amount, the entire outstanding principal balance thereof. Any such optional redemption of the Bond in part shall be effected by a corresponding reduction in the outstanding principal amount of the Bond as reflected on the registration books maintained by the Trustee

(c) Mandatory Sinking Fund Redemption. The Bond is subject to mandatory sinking fund redemption in part on October 1, 2027, and each October 1 thereafter, in integral multiples of $5,000, at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (October 1)	***Principal Amount***
2027	$155,000
2028	165,000
2029	170,000
2030	180,000
2031	185,000
2032	195,000
2033	205,000
2034	210,000
2035	220,000
2036	230,000
2037	240,000
2038	250,000
2039	260,000
2040	275,000

2041*	285,000

* Final Maturity.

Each such mandatory sinking fund redemption shall be effected by a corresponding reduction in the outstanding principal amount of the Bond as reflected on the registration books maintained by the Trustee.

In the event of a redemption pursuant to Section 4.01(a) or Section 4.01(b), the City shall provide to the Trustee a revised mandatory sinking fund schedule giving effect to such redemption, and the Trustee shall thereafter apply the mandatory sinking fund installments in accordance with such revised schedule, which shall supersede the schedule set forth in Section 4.01(c) (and any prior revisions thereof).

Section 4.02 Notice of Redemption. The Authority shall provide the Trustee with written notice of any redemption pursuant to Section 4.01(a) at least ten (10) days prior to the date set for the redemption of the Bond, or such shorter period as may be consented to by the Trustee, such notice being for the convenience of the Trustee. The Trustee, on behalf of and at the expense of the Authority, shall provide notice of any redemption by first-class mail to the Owner of the Bond at its address appearing on the Registration Books at least 20 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the place of redemption and the Redemption Price and, if the Bond is to be redeemed in part, the portion of the principal amount of the Bond to be redeemed (or, in the case of a redemption of the Bond in whole, shall so state), and shall require that the Bond to be surrendered at the Office of the Trustee for redemption at the Redemption Price, and shall state that interest on the Bond, or such portion thereof, will cease to accrue from and after the date fixed for redemption if funds sufficient to pay the Redemption Price are on deposit with the Trustee on such date. Such notice may state that any optional redemption is conditioned upon sufficient funds being on deposit on the redemption date to redeem the Bond, or portion thereof, so called for redemption. The failure of any Owner to receive any notice so given, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bond or the cessation of accrual of interest thereon from and after the date fixed for redemption. For the avoidance of doubt, neither the Authority nor the Trustee shall be required to provide notice to the Owner of the Bond in connection with mandatory sinking fund redemptions pursuant to Section 4.01(c).

Section 4.03 Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the Redemption Price, and the interest to the applicable date fixed for redemption, having been set aside in the Redemption Fund, the Bond, or portion thereof, shall become due and payable on such date, and, upon presentation of the Bond (in the case of payment of the entire outstanding principal amount) at the Office of the Trustee, shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to such date.

Section 4.04 Effect of Redemption. If, on any date fixed for redemption, moneys for the Redemption Price of the Bond, or the portion thereof to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on such date, and if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then from and after such date interest on the Bond, or portion thereof, shall cease to accrue and become payable. All moneys held by the Trustee for the redemption of the Bond, or portion thereof, shall be held in trust for the account of the Owner of the Bond without liability to such Owner for interest thereon. Upon payment of the Bond at maturity

or upon redemption of the entire outstanding principal amount of the Bond prior to maturity pursuant to the provisions hereof, the Bond shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BOND; FLOW OF FUNDS; INVESTMENTS

Section 5.01 Pledge; Special Obligations. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Base Rental Payments and any other amounts (including proceeds of the sale of the Bond) held in the Base Rental Payment Fund, the Interest Fund, the Principal Fund and the Redemption Fund are hereby pledged to secure the payment of the principal of, premium, if any, and interest on the Bond in accordance with its terms, the provisions of this Indenture and the Act. Said pledge shall constitute a first lien on such assets.

All obligations of the Authority under this Indenture shall be special obligations of the Authority, payable solely from Rental Payments and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bond.

Section 5.02 Flow of Funds.

(a) The Trustee shall establish and maintain separate funds designated the "Base Rental Payment Fund," the "Interest Fund," the "Principal Fund" and the "Redemption Fund." All Base Rental Payments shall be paid directly by the City to the Trustee, and if received by the Authority at any time shall be transferred by the Authority to the Trustee within one Business Day after the receipt thereof.

(b) The Trustee shall transfer the amounts on deposit in the Base Rental Payment Fund, at the times and in the manner hereinafter provided, to the following respective funds in the following order of priority:

(1) Interest Fund. On the Business Day immediately preceding each Interest Payment Date, the Trustee shall transfer from the Base Rental Payment Fund to the Interest Fund the amount, if any, necessary to cause the amount on deposit in the Interest Fund to be equal to the interest due on the Bond on such Interest Payment Date. Moneys in the Interest Fund shall be used by the Trustee to pay interest due on the Bond on each Interest Payment Date.

(2) Principal Fund. On the Business Day immediately preceding each October 1, commencing October 1, 2027, the Trustee shall transfer from the Base Rental Payment Fund to the Principal Fund the amount, if any, necessary to cause the amount on deposit in the Principal Fund to be equal to the principal amount of the Bond due on such October 1 either as a result of the maturity thereof or mandatory sinking fund redemption payments required to be made with respect thereto. Moneys in the Principal Fund shall be used by the Trustee for the purpose of paying the principal of the Bond when due and payable at their maturity dates or upon earlier mandatory sinking fund redemption.

(3) Redemption Fund. The Trustee shall deposit in the Redemption Fund any amounts required to be deposited therein pursuant to Section 5.03 or Section 5.04 hereof. Moneys in the Redemption Fund shall be used by the Trustee for the purpose of paying the principal of and interest and premium, if any, on Bond redeemed pursuant to the provisions of subsections (a) and (b) of Section 4.01 hereof.

Section 5.03 Application of Net Insurance Proceeds. If the Property or any portion thereof shall be damaged or destroyed, subject to the further requirements of this Section, the City shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the City elects not to repair or replace the Property or the affected portion thereof in accordance with the provisions hereof.

The Net Insurance Proceeds (other than Net Insurance Proceeds of rental interruption insurance), including the proceeds of any self-insurance, received on account of any damage or destruction of the Property or a portion thereof shall as soon as possible be deposited with the Trustee and be held by the Trustee in a special account and made available for and, to the extent necessary, shall be applied to the cost of repair or replacement of the Property or the affected portion thereof upon receipt of a Written Request of the City, together with invoices therefor. Pending such application, such proceeds may be invested by the Trustee as directed by the City in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, the City shall, within 60 days of the occurrence of the event of damage or destruction, notify the Trustee in writing as to whether the City intends to replace or repair the Property or the portions of the Property which were damaged or destroyed. If the City does intend to replace or repair the Property or portions thereof, the City shall deposit with the Trustee the full amount of any insurance deductible to be credited to the special account.

In the event of any damage to or destruction of the Property caused by one of the perils covered by the insurance required by Section 6.01(c) of the Lease Agreement which would result in an abatement of rental payments or any portion thereof pursuant to Section 3.06 thereof, then the City shall apply the Net Insurance Proceeds (other than Net Insurance Proceeds of rental interruption insurance), together with other legally available funds that the City elects to contribute, to the repair, reconstruction or replacement of the damaged or destroyed portions of the Property; provided, however, that the City shall not be required to repair or replace any portion of the Property pursuant to this Section 5.03 if such Net Insurance Proceeds, together with any other amounts held under this Indenture and any other legally available funds made available by the City at its election, are sufficient to prepay (i) all of the Outstanding Bond, or (ii) a portion of the Outstanding Bond such that the resulting Base Rental Payments under Section 4.01(a) in any Rental Period following such partial prepayment are sufficient to pay in such Rental Period the principal of and interest on the Bond to remain Outstanding immediately after such partial redemption. If the City is not required to replace or repair the Property, or the affected portion thereof, or to use such amounts to redeem The Bond, in each case as set forth in this Section 5.03, then such proceeds (and rental interruption insurance proceeds not applied pursuant to the next paragraph) shall, if there is first delivered to the Trustee a Written Certificate of the City to the effect that the annual fair rental value of the Property after such damage or destruction, and after any repairs or replacements made as a result of such damage or destruction, is at least equal to 100% of the maximum amount of Base Rental Payments becoming due under the Lease Agreement in the then current Rental Period or any subsequent Rental Period and the

fair replacement value of the Property after such damage or destruction is at least equal to the principal amount of the Bond Outstanding, be paid to the City to be used for any lawful purpose.

Proceeds of rental interruption insurance shall be deposited to the Base Rental Payment Fund and applied to the payment of Base Rental Payments to the extent of any abatement thereof pursuant to the Lease Agreement, and otherwise as directed by the City.

The proceeds of any award in eminent domain received in respect to the Property shall be deposited by the Trustee in the Redemption Fund and applied to the redemption of The Bond pursuant to subsection (a) of Section 4.01 hereof.

Section 5.04 Title Insurance. Proceeds of any policy of title insurance received by the Trustee in respect of the Property shall be applied and disbursed by the Trustee as follows:

(a) if the City determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Rental Payments payable by the City under the Lease Agreement, such proceeds shall be remitted to the City and used for any lawful purpose thereof; or

(b) if the City determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an abatement of Rental Payments payable by the City under the Lease Agreement, then the Trustee shall immediately deposit such proceeds in the Redemption Fund and such proceeds shall be applied to the redemption of The Bond in the manner provided in subsection (a) of Section 4.01 hereof.

Section 5.05 Rebate Fund.

(a) Establishment. The Trustee shall establish a fund for the Bond designated the "Rebate Fund" when required in accordance herewith. Absent an Opinion of Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bond will not be adversely affected, the Authority shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund for the Bond shall be governed by this Section and the Tax Certificate, unless and to the extent that the Authority delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bond will not be adversely affected if such requirements are not satisfied. Notwithstanding anything to the contrary contained herein or in the Tax Certificate, the Trustee: (1) shall be deemed conclusively to have complied with the provisions thereof if it follows all Written Requests of the Authority or Written Requests of the City; (2) shall have no liability or responsibility to enforce compliance by the Authority or the City with the terms of the Tax Certificate and shall not be deemed to have knowledge of the terms thereof; (3) may rely conclusively on the Authority's or the City's calculations and determinations and certifications relating to rebate matters; and (4) shall have no responsibility to independently make any calculations or determinations or to review the Authority's or the City's calculations or determinations thereunder.

(i) Annual Computation. Within 55 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the

Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (*e.g.*, the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "1½% Penalty") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "Rebatable Arbitrage"). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each fifth Bond Year, upon the Written Request of the Authority or Written Request of the City, an amount shall be deposited to the Rebate Fund by the Trustee from any Rental Payments legally available for such purpose (as specified by the Authority or the City in the aforesaid Written Request), if and to the extent required, so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon Written Request of the Authority or Written Request of the City, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Base Rental Payment Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed by Written Request of the Authority, to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of the Bond, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (prepared by the Authority), or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bond and the payments described in subsection (a) above being made may be withdrawn by the Authority and utilized in any manner by the Authority.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Bond.

Section 5.06 Investment of Moneys. Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Indenture and held by the Trustee shall be invested by the Trustee solely in Permitted Investments, as directed in writing by the Authority. The Trustee may conclusively rely upon the Authority's written instructions as to both suitability and legality of Permitted Investments. Moneys in all funds and accounts held by the Trustee shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture. Absent timely written direction from the Authority, the Trustee shall hold any funds held by it uninvested.

Subject to the provisions of Section 5.06 hereof, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be retained in such fund or account.

Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued by the Trustee at the fair market value thereof, such valuation to be performed not less frequently than semiannually on or before each April 15 and October 15. In determining fair market value, the Trustee may use and rely conclusively on any generally recognized securities pricing service available to it (including brokers and dealers in securities).

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Authority, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. The Trustee shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or failure of the Authority to provide timely written investment direction. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

The Trustee may make any investments hereunder through the bond or investment department or trust investment department of the entity acting as Trustee hereunder, or those of such entity's parent or any affiliate, and such entity, or its parent or affiliate, as applicable, shall be entitled to its normal, customary and reasonable compensation for such services.

The entity acting as Trustee hereunder, or any of its affiliates, may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder and such entity, or its affiliate, as applicable, shall be entitled to its normal, customary and reasonable compensation for such services, including account maintenance fees.

The Authority and the City acknowledge that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority and the City the right to receive

brokerage confirmations of security transactions as they occur, at no additional cost, the Authority and the City specifically waive receipt of such confirmations to the extent permitted by law.

ARTICLE VI

COVENANTS

Section 6.01 Compliance with Agreements. The Trustee will not authenticate or deliver the Bond in any manner other than in accordance with the provisions hereof, and the Authority and the City will not suffer or permit any default by them to occur hereunder, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by them.

Section 6.02 Compliance with Ground Lease and Lease Agreement. The Authority and the City will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Ground Lease and the Lease Agreement required to be complied with, kept, observed and performed by them and, together with the Trustee, will enforce the Ground Lease and the Lease Agreement against the other party thereto in accordance with their respective terms.

Section 6.03 Observance of Laws and Regulations. The Authority, the City and the Trustee will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

Section 6.04 Other Liens. The City will keep the Property and all parts thereof free from judgments and materialmen's and mechanics' liens and free from all claims, demands, encumbrances and other liens of whatever nature or character, and free from any claim or liability which materially impairs the City in conducting its business or utilizing the Property, and the Trustee at its option (after first giving the City ten days' written notice to comply therewith and failure of the City to so comply within such ten-day period) may, but is in no event obligated to, defend against any and all actions or proceedings, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against any such actions or proceedings or in paying or compromising any such claims or demands, the Trustee shall not in any event be deemed to have waived or released the City from liability for or on account of any of its agreements and covenants contained herein, or from its liability hereunder and to perform such agreements and covenants.

So long as the Bond is Outstanding, none of the Trustee, the Authority or the City shall create or suffer to be created any pledge of or lien on the amounts on deposit in any of the funds or accounts created hereunder, other than the pledge and lien hereof.

The Authority, the City and the Trustee shall not encumber the Property other than in accordance with the Ground Lease, the Lease Agreement, the Indenture and the Assignment Agreement.

Section 6.05 Prosecution and Defense of Suits. The City will promptly, upon request of the Trustee (which request the Trustee is not required to make), take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Property or any part thereof, whether now existing or hereafter developing, will prosecute all actions, suits or other proceedings as may be appropriate for such purpose and will indemnify and save the Trustee harmless from all cost, damage, expense or loss, including attorneys' fees and expenses, which it or the Owner may incur by reason of any such cloud, defect, action, suit or other proceeding.

Section 6.06 Accounting Records and Statements. The Trustee will keep proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Base Rental Payments, and such accounting records shall be available for inspection by the Authority and the City at reasonable hours and under reasonable conditions, including, without limitation, reasonable prior written notice of inspection.

Section 6.07 Recordation and Filing. The City will record, or cause to be recorded, with the appropriate county recorder, the Lease Agreement, the Ground Lease and the Assignment Agreement, or memoranda thereof.

Section 6.08 Tax Covenants. Notwithstanding any other provision of the Indenture, absent an Opinion of Counsel that the exclusion from gross income of the interest on the Bond will not be adversely affected for federal income tax purposes, the City and the Authority covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income with respect to the Bond and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) No Arbitrage. The City and the Authority will not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bond which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bond would have caused the Bond to be "arbitrage bonds" within the meaning of section 148 of the Code.

(b) Rebate Requirement. The City and the Authority will take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bond.

(c) Private Activity Bond Limitation. The City and the Authority will assure that the proceeds of the Bond are not so used as to cause the Bond to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(d) Federal Guarantee Prohibition. The City and the Authority will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Bond to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(e) Maintenance of Tax-Exemption. The City and the Authority will take all actions necessary to assure the exclusion of interest on the Bond from the gross income of the Owner of the Bond to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bond.

(f) Record Retention. The City and the Authority will retain its records of all accounting and monitoring they carry out with respect to the Bond for at least 3 years after the Bond mature or are redeemed (whichever is earlier); however, if the Bond are redeemed and refunded, the City and the Authority will retain their records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bond.

(g) Compliance with Tax Certificate. The City and the Authority will comply with the provisions of the Tax Certificate with respect to the Bond, which are incorporated herein as if fully set forth herein.

The covenants of this Section 6.08 will survive payment in full or defeasance of the Bond. This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the City and the Authority from causing the Trustee to issue revenue bonds or to execute and deliver contracts payable on a parity with the Bond, the interest with respect to which has been determined by an Opinion of Counsel to be subject to federal income taxation.

Section 6.09 Continued Existence of Authority. The City and the Authority will take or cause to be taken all actions reasonably necessary to continue the Authority's existence until such time as the Bond is no longer Outstanding under this Indenture, including but not limited to the addition of one or more new members to the Authority and execution of an amendment to the Joint Exercise of Powers Agreement to provide for the addition of such new members.

Section 6.10 Further Assurances. Whenever and so often as requested to do so by the Trustee, the Authority and the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon it hereby or by the Assignment Agreement, the Ground Lease or the Lease Agreement.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

Section 7.01 Action on Default. If an Event of Default shall happen, then such event of default shall constitute an event of default hereunder. The Trustee, as assignee of the Authority, shall give notice to the City of an Event of Default under the Lease Agreement. In each and every case during the continuance of an Event of Default, the Trustee may, upon notice in writing to the City and the Authority, exercise any of the remedies granted to the Authority under the Lease Agreement and, in addition, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owner by this Indenture or by the Bond, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 7.02 hereof.

Section 7.02 Other Remedies of the Trustee. Subject to the provisions of Section 7.01 hereof, the Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Authority or the City or any member, director, officer or employee thereof, and to compel the Authority or the City or any such member, director, officer or employee to perform or carry out its or his or her duties under law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any Event of Default hereunder to require the Authority and the City to account as the trustee of an express trust.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment or composition affecting the Bond or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owner.

Section 7.03 Non-Waiver. A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this Article may be enforced and exercised from time to time and as often as the Trustee shall deem expedient.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or any Owner, then subject to any adverse determination, the Trustee, such Owner, the Authority and the City shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.04 Remedies Not Exclusive. Subject to the provisions of Section 7.01 hereof, no remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.05 No Liability by the Authority to the Owner. Except as expressly provided herein, the Authority shall not have any obligation or liability to the Owner with respect to the payment when due of the Base Rental Payments by the City, or with respect to the performance by the City of the other agreements and covenants required to be performed by it contained in the Lease Agreement or herein, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

Section 7.06 No Liability by the City to the Owner. Except for the payment when due of the Base Rental Payments and the performance of the other agreements and covenants required to be performed by it contained in the Lease Agreement, the Ground Lease or herein, the City shall not have any obligation or liability to the Owner with respect to this Indenture or the preparation, execution, delivery or transfer of the Bond or the disbursement of the Base Rental Payments by the Trustee to the Owner, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

Section 7.07 No Liability of the Trustee to the Owner. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owner with respect to the payment when due of the Base Rental Payments by the City, or with respect to the performance by the Authority or the City of the other agreements and covenants required to be performed by them contained in the Lease Agreement, the Ground Lease or herein.

Section 7.08 Application of Amounts After Default. All payments received by the Trustee with respect to the rental of the Property after the occurrence of an Event of Default by the City pursuant to Article VII of the Lease Agreement (including, without limitation, any proceeds received in connection with the sale, assignment or sublease of the Authority's right, title and interest in the Ground Lease), and all damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under Article VII of the Lease Agreement, shall be deposited into the Base Rental Payment Fund and as soon as practicable thereafter applied, together with all other funds held hereunder (except funds in the Rebate Fund):

(a) to the payment of all amounts due to the Trustee under Article VIII hereof;

(b) to the payment of all amounts then due for interest on the Bond, in respect of which, or for the benefit of which, money has been collected (unless the Bond has become payable prior to such Event of Default and money for the payment of which is held by the Trustee), according to the amounts of interest on the Bond due and payable; and

(c) to the payment of all amounts then due for principal of the Bond, in respect of which, or for the benefit of which, money has been collected (unless the Bond has become payable prior to such Event of Default and money for the payment of which is held by the Trustee), according to the amounts of principal of the Bond due and payable.

Section 7.09 Trustee May Enforce Claims Without Possession of Bond. All rights of action and claims under this Indenture or the Bond may be prosecuted and enforced by the Trustee without the possession of the Bond or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the benefit of the Owner in respect of which such judgment has been recovered.

Section 7.10 Limitation on Suits. The Owner of the Bond shall not have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or Trustee, or for any other remedy hereunder, unless (a) the Owner shall have previously given written notice to the Trustee of a continuing Event of Default, (b) the Owner shall have afforded to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, (c) the Trustee for 60 days after its receipt of

such notice, request and offer of indemnity shall have failed to institute any such proceedings, and (d) no direction inconsistent with such written request shall have been given to the Trustee during such 60 day period by the Owner.

ARTICLE VIII

THE TRUSTEE

Section 8.01 Employment of the Trustee. The Authority hereby appoints and employs the Trustee to receive, deposit and disburse the Base Rental Payments, to authenticate, deliver and transfer the Bond and to perform the other functions contained herein, all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Indenture, the Trustee accepts the appointment and employment hereinabove referred to and accepts the rights and obligations of the Trustee provided herein, subject to the conditions and terms hereof. Other than when an Event of Default has occurred and is continuing, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee hereby covenants and agrees that it will not encumber the Property other than in accordance with this Indenture or the Assignment Agreement.

Section 8.02 Duties, Removal and Resignation of the Trustee. The Authority shall remove the Trustee initially a party hereto and any successor thereto if at any time (a) requested to do so by an instrument or concurrent instruments in writing signed by the Owner of the Bond (or its attorneys duly authorized in writing), or (b) the Trustee shall cease to be eligible in accordance with the following sentence, and shall appoint a successor Trustee. The Trustee and any successor Trustee shall be: (i) a national banking association in good standing authorized to exercise trust powers or having the powers of a trust company and duly authorized to exercise trust powers within the State having a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority, or (ii) a state-chartered commercial bank that is a member of the Federal Reserve System having at least $1,000,000,000 of assets. No removal, resignation or termination of the Trustee shall take effect until a successor, meeting the requirements above, shall be qualified and appointed. If such entity publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Authority shall provide 30 days written notice to the Trustee of the removal of the Trustee and the removal of the Trustee by the Authority shall be subject to such party not being in default under the transaction documents.

The Trustee may at any time resign by giving written notice of such resignation to the Authority and the City and by giving notice, by first-class mail, postage prepaid, of such resignation to the Owner at its address appearing on the Registration Books. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event the Authority does not appoint a successor Trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may, at the expense of the Authority, petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of a

Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

Any corporation, association or agency into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such entity meets the combined capital and surplus requirements of this Section, ipso facto, shall be and become successor trustee under this Indenture and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.03 Compensation of the Trustee. The City shall from time to time, subject to any written agreement then in effect with the Trustee, pay the Trustee reasonable compensation for all its services rendered hereunder and reimburse the Trustee for all its reasonable advances and expenditures (which shall not include "overhead expenses" except as such expenses are included as a component of the Trustee's stated annual fees) hereunder, including but not limited to advances to and reasonable fees and reasonable expenses of accountants, agents, appraisers, consultants or other experts, and counsel not directly employed by the Trustee but an attorney or firm of attorneys retained by the Trustee, employed by it in the exercise and performance of its rights and obligations hereunder. The Trustee may take whatever legal actions are lawfully available to it directly against the Authority or the City.

The City shall, to the extent permitted by law, indemnify and save the Trustee harmless against any loss, damage, liabilities, costs, claims or expenses, including those of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder, under the Lease Agreement, or in connection with any document or transaction contemplated hereunder or thereunder, including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct as finally adjudicated by a court of competent jurisdiction. The duty of the City to indemnify the Trustee shall survive the termination and discharge of this Indenture and the earlier removal or resignation of the Trustee.

If the Trustee renders any service hereunder not provided for in this Indenture or related financing documents, or the Trustee is made a party to or intervenes in any litigation pertaining to this Indenture or related financing documents or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonably by the Authority for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers hereunder. The Trustee may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest

on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.04 Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of the Owner of the Bond pursuant to this Indenture, unless the Owner shall have offered to the Trustee security or indemnity, reasonably satisfactory to the Trustee, against the reasonable costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. The Trustee may consult with counsel, who may be counsel to the Authority or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith.

The Trustee shall not be responsible for the sufficiency of the Bond or the Lease Agreement, or of the assignment made to it by the Assignment Agreement, or for statements made in any disclosure material prepared or distributed relating to the Bond, or of the title to the Property. The Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bond.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the City or a Written Certificate of the Authority, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it deems reasonable.

The Trustee may buy, sell, own, hold and deal in the Bond and may join in any action which the Owner may be entitled to take with like effect as if the Trustee were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Authority or the City, and may act as agent, depository or trustee for any committee or body for the Owner of obligations of the Authority or the City as freely as if it were not the Trustee hereunder.

The Trustee may, to the extent reasonably necessary, execute any of the trusts or powers hereof and perform any rights and obligations required of it hereunder either directly or by or through agents, attorneys, custodians, nominees or receivers appointed with due care, and shall be entitled to advice of counsel concerning all matters of trust and its rights and obligations hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any such agent, attorney, custodian, nominee or

receiver selected by it with reasonable care; provided, however, that in the event of any negligence or misconduct of any such attorney, agent or receiver, the Trustee shall in a commercially reasonable manner pursue all remedies of the Trustee against such agent, attorney or receiver. The Trustee shall not be liable for any error of judgment made by it in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be answerable for the exercise of any trusts or powers hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct, negligence or breach of an obligation hereunder.

The Trustee shall not be deemed to have knowledge of an Event of Default unless it has actual knowledge thereof.

The Trustee may, on behalf of the Owner, intervene in any judicial proceeding to which the Authority or the City is a party and which, in the opinion of the Trustee and its counsel, affects the Bond or the security therefor, and shall do so if requested in writing by the Owner, provided the Trustee shall have no duty to take such action unless it has been indemnified to its reasonable satisfaction against all risk or liability arising from such action.

The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bond.

All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bond. The Trustee shall not be accountable for the use or application by the City of any of the Bond or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

In no event shall the Trustee be responsible or liable for special, indirect, consequential, punitive or incidental loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, recognized public emergencies, quarantine restrictions, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, and hacking, cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and related financing documents and delivered using Electronic Means; provided, however, that the Authority or the City, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority or the City, as applicable, whenever a person is to be added or deleted from the listing. If the Authority or the City, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority and the City understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority and the City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority, the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority and/or the City, as applicable. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority and/or the City, as applicable; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In acting or omitting to act pursuant to the Lease Agreement or Ground Lease, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Indenture and the Lease Agreement, including, but not limited to, this Article VIII.

ARTICLE IX

MODIFICATION OR AMENDMENTS

Section 9.01 Modifications and Amendments Permitted.

(a) This Indenture and the rights and obligations of the Authority, the City, the Owner of the Bond and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority, the City and the Trustee may enter into with the prior written consent of the Owner the Bond, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of the Bond, or reduce the amount of principal thereof or the rate of interest thereon, or extend the time of payment, without the consent of the Owner of the Bond, or (ii) permit the creation of any lien on the Base Rental Payments and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture or deprive the Owner of the Bond of the lien created by this Indenture on such Base Rental Payments and other assets (except as expressly provided in this Indenture), without the consent of Owner of the Bond.

It shall not be necessary for the consent of the Owner of the Bond to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

(b) Promptly after the execution by the Authority, the City and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Authority), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owner of the Bond at its address shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(c) No Supplemental Indenture shall modify any of the rights or obligations of the Trustee without the Trustee's prior written consent.

Section 9.02 Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the City, the Trustee and the Owner of the Bond shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

In executing, or accepting the additional trusts created by any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and complies with the terms hereof.

Section 9.03 Endorsement of Bond; Preparation of New Bond. The Bond delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Authority so determines shall, bear a notation, by endorsement or otherwise, in form approved by the Authority and the Trustee, as to any modification or amendment provided for in such Supplemental Indenture, and in that case, upon demand of the Owner of the Bond and presentation of the Bond at the Office of the Trustee, a suitable notation shall be made on the Bond. If the Supplemental Indenture shall so provide, a new Bond, so modified as to conform, in the opinion of the Authority and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and, upon demand of the Owner of the Bond, shall be exchanged at the Office of the Trustee, without cost to the Owner, for the Bond then Outstanding, upon surrender for cancellation of such Bond.

ARTICLE X

DEFEASANCE

Section 10.01 Discharge of Indenture. If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owner of the Bond the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owner of the Bond shall cease to be entitled to the pledge of the Base Rental Payments and the other assets as provided herein, and all agreements, covenants and other obligations of the Authority and the City to the Owner

of the Bond hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority and the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest and premium, if any, on such Bond.

Subject to the provisions of the above paragraph, when the Bond shall have been paid and if, at the time of such payment, the Authority and the City shall have kept, performed and observed all of the covenants and promises in the Bond and in this Indenture required or contemplated to be kept, performed and observed by them on or prior to that time, then this Indenture shall be considered to have been discharged in respect of the Bond and the Bond shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements and other obligations of the Authority and the City hereunder shall cease, terminate become void and be completely discharged.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of the Bond, those provisions of this Indenture relating to the maturity of the Bond, interest payments and dates thereof, exchange and transfer of Bond, replacement of mutilated, destroyed, lost or stolen Bond, the safekeeping and cancellation of the Bond, non-presentment of the Bond, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owner of the Bond and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on the Bond, to pay to the Owner of Bond the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of the Bond, those provisions of this Indenture relating to the compensation and indemnity of the Trustee shall remain in effect and shall be binding upon the Trustee, the City and the Authority.

Section 10.02 Bond Deemed To Have Been Paid. If moneys shall have been set aside and held by the Trustee (or an escrow agent or other fiduciary) for the payment or redemption of the Bond and the interest thereon at the maturity or redemption date thereof, the Bond shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01 hereof. The Bond shall, prior to the maturity date or redemption date thereof, be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 hereof if (a) in case the Bond is to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02 hereof, notice of redemption of the Bond on said redemption date, said notice to be given in accordance with Section 4.02 hereof, (b) there shall have been deposited with the Trustee (or an escrow agent or other fiduciary) either (i) money in an amount which shall be sufficient, or (ii) Federal Securities that are not subject to redemption other than at the option of the holder thereof, the interest on and principal of which when paid will provide money which, together with the money, if any deposited or on deposit with the Trustee at the same time, shall, as verified in writing by an independent certified public accountant, be sufficient to pay when due the interest to become due on the Bond on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on the Bond, and (c) in the event the Bond is not by its terms subject to redemption within the next succeeding 60 days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owner of the Bond that the deposit required by clause (b) above has been made with the Trustee (or an escrow agent or other fiduciary) and that the Bond, is deemed to have been paid in accordance with this Section and stating the maturity date or

redemption date upon which money is to be available for the payment of the principal of and premium, if any, on the Bond.

Section 10.03 Payment of Bond After Discharge of Indenture. Notwithstanding any provisions of this Indenture, to the extent permitted by law, any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, the Bond and remaining unclaimed for two years after the date of deposit of such moneys, shall be repaid to the Authority (without liability for interest) free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may (at the cost of the Authority) first mail, by first class mail postage prepaid, to the Owner of the Bond, at its address shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bond so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof. Any money held by the Trustee pursuant to this paragraph shall be held uninvested and without any liability for interest.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Benefits of Indenture Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the City, the Trustee and the Owner any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term required herein to be observed or performed by or on behalf of the Authority or the City shall be for the sole and exclusive benefit of the Trustee and the Owner.

Section 11.02 Successor Deemed Included in all References to Predecessor. Whenever the Authority, the City or the Trustee, or any officer thereof, is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority, the City or the Trustee, or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the Authority, the City or the Trustee, or any officer thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.03 Execution of Documents by Owner. Any declaration, request or other instrument which is permitted or required herein to be executed by Owner may be in one or more instruments of similar tenor and may be executed by Owner in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

The ownership of the Bond and the amount, payment date, number and date of owning the same may be proved by the Registration Books.

Any declaration, request or other instrument in writing of the Owner of any Bond shall bind all future owners of the Bond with respect to anything done or suffered to be done by the Authority, the City or the Trustee in good faith and in accordance therewith.

Section 11.04 Waiver of Personal Liability. Notwithstanding anything contained herein to the contrary, no member, officer or employee of the Authority or the City shall be individually or personally liable for the payment of any moneys, including without limitation, the principal of or interest on the Bond, but nothing contained herein shall relieve any member, officer or employee of the City or the Authority from the performance of any official duty provided by any applicable provisions of law, by the Lease Agreement or hereby.

Section 11.05 Destruction of Bond. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of the Bond, the Trustee may, in lieu of such cancellation and delivery, destroy the Bond.

Section 11.06 Funds and Accounts. Any fund or account required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund, but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Bond and the rights of the Owner.

The Trustee may commingle any of the moneys held by it hereunder for investment purposes only; provided, however, that the Trustee shall account separately for the moneys in each fund or account established pursuant to this Indenture. The Trustee may establish such funds and accounts as it deems necessary or appropriate to perform its obligations hereunder.

Section 11.07 Article and Section Headings Gender and References. The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders. The headings or titles of the several Articles and Sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections," subsections or clauses are to the corresponding Articles, Sections, subsections or clauses hereof, and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, subsection or clause thereof.

Section 11.08 Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms required herein to be observed or performed by or on the part of the Authority, the City or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void to the extent contrary to law and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Bond, and the Owner shall retain all the benefit, protection and security afforded to it under any applicable provisions of law. The Authority, the City and the Trustee hereby declare that they would have executed this Indenture, and each and every Article, Section, paragraph, subsection, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Bond pursuant hereto irrespective of the fact that any

one or more Articles, Sections, paragraphs, subsections, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 11.09 Money Held for the Bond. The money held by the Trustee for the payment of interest, principal or premium due on any date with respect to the Bond (or any portion of the Bond in the case of a partial redemption) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owner of the Bond entitled thereto, subject, however, to the provisions of Section 10.03 hereof, but without any liability for interest thereon.

Section 11.10 Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Section 11.11 California Law. This Indenture shall be construed and governed in accordance with the laws of the State of California.

Section 11.12 Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the City:	City of Chino 13220 Central Avenue Chino, California 91710 Attention: Ms. Kim Sao, Director Finance
If to the Authority:	City of Chino Public Financing Authority c/o City of Chino 13220 Central Avenue Chino, California 91710 Attention: Ms. Kim Sao, Treasurer
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. **[BNY to provide]** Attention:

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 11.13 Additional Rights of Original Purchaser. The following provisions shall apply so long as the Original Purchaser is the Owner of the Bond:

(a) Notwithstanding any other provision of this Indenture, the Original Purchaser shall have the right to consent to the appointment of a successor Trustee appointed by the Authority after the resignation or removal of the Trustee.

(b) Notwithstanding any other provision of this Indenture, the Original Purchaser shall have the right to consent to any amendment to this Indenture and the Lease Agreement, including, but not limited to, the substation or release of the Property.

(c) The Original Purchaser is hereby expressly made a third-party beneficiary of this Indenture and the Lease Agreement.

(d) The Trustee or the Authority, as applicable, shall notify the Original Purchaser of any failure of the City to provide relevant notices, certificates or other similar documents as required by the Lease Agreement.

(e) Notwithstanding anything herein to the contrary, the Bond shall not be required to be surrendered for any payment other than for final payment. In the event of a lost or mutilated Bond, the Original Purchaser shall not be charged fees or expenses that are greater than $500 or required to complete more than one affidavit. Otherwise, the Bond shall not be required for final payment thereof and a PDF copy shall be sufficient for payment.

(f) Notwithstanding anything to the contrary herein or in the Lease Agreement, the parties hereto agree and acknowledge that the City and the Original Purchaser have executed that certain Supplemental Agreement dated as of July 14, 2026 (the "Supplemental Agreement"), and the terms of such Supplemental Agreement shall be adhered to by the City so long as the Original Purchaser is the Owner of the Bond, including, but not limited to, the waiver of jury trial/judicial reference provisions set forth in the Supplemental Agreement.

Section 11.14 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Authority and the City have caused this Indenture to be signed in their respective names by their representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
KAREN COMSTOCK
CHAIR

ATTEST:

By:_____
NATALIE GONZAGA
SECRETARY

CITY OF CHINO

By:_____
DR. LINDA REICH
CITY MANAGER

ATTEST:

By:_____
NATALIE GONZAGA
CITY CLERK

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

$3,225,000

THIS BOND HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR UNLESS SOLD TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OR A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT IN EACH CASE ACT PURCHASING FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE THIS BOND, IN A TRANSACTION NOT INVOLVING A PUBLIC OFFERING, WHO DELIVERS TO THE TRUSTEE, THE AUTHORITY, THE CITY AND BOND COUNSEL AN EXECUTED PURCHASER LETTER SUBSTIANTIALLY IN THE FORM SET FORTH IN THE INDENTURE.

CITY OF CHINO PUBLIC FINANCING AUTHORITY
2026 LEASE REVENUE BOND

INTEREST RATE	MATURITY DATE	DATED DATE
_4.250%	October 1, 2041	July 14, 2026

REGISTERED OWNER:

PRINCIPAL AMOUNT: THREE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS

The City of Chino Public Financing Authority (the "Authority"), for value received, hereby promises to pay, solely from the Base Rental Payments (as hereinafter defined) or amounts in certain funds and accounts held under the Indenture (as hereinafter defined), to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like lawful money from the date hereof payable semiannually on April 1 and October 1 in each year, commencing October 1, 2026 (the "Interest Payment Dates") (calculated on the basis of a 360-day year of twelve 30-day months), until payment of such Principal Amount in full; provided, however, that so long as any other Event of Default shall have occurred and is continuing, the interest rate on the Bond may, at the option of the Registered Owner of the Bond, be increased to the Default Rate as provided in the Indenture; provided further, however, from and after the Date of Taxability following a Determination of Taxability, the interest rate on the Bond shall be increased to the Taxable Rate. For purposes of the Indenture, the Registered Owner shall be deemed to be the "Owner" of this Bond.

This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date, whether or not such day is a Business Day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to September 15, 2026, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, interest on this Bond shall be payable from the date to which interest hereon has been paid in full, payable on each Interest Payment Date). The final installment of principal hereof is payable upon surrender hereof upon maturity or earlier redemption at the Office of the Trustee (as hereinafter defined). Interest hereon is payable by wire or check of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner shown on the Registration Books at the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date. "Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Authority and the City of Chino (the "City") by the Trustee in writing, except that with respect to presentation of this Bond at maturity or for registration of transfer and exchange such term shall mean the office or the agency of the Trustee at which, at any particular time, its corporate trust agency shall be conducted as specified to the Authority and the City by the Trustee in writing.

Notwithstanding anything herein to the contrary, so long as this Bond is owned by the Original Purchaser: (i) the Trustee shall pay principal of, premium, if any, and interest on the Bond when due by wire transfer in immediately available funds to the Original Purchaser in accordance with such wire transfer instructions as shall be filed by the Original Purchaser with the Trustee from time to time; (ii) payments of principal on the Bond shall be made without the requirement for presentation and surrender by the Original Purchaser, provided that principal which is payable at maturity or full redemption shall be made only upon presentation and surrender at the Office of the Trustee; and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the mandatory sinking fund payments described in Indenture.

This Bond is the sole duly authorized bond issued under the Indenture for the purpose of financing the Project (as defined in the Indenture) and is the only bond designated "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") in the aggregate principal amount of $3,225,000. This Bond is issued pursuant to the Indenture, dated as of July 1, 2026 (the "Indenture"), by and among the Authority, the City and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is entered into, and this Bond is issued under, the Marks-Roos Local Bond Pooling Act of 1985 (the "Act") and the laws of the State of California. This Bond may be endorsed or exchanged to reflect any modification or amendment of the Indenture, as provided in Section 9.03 thereof.

Pursuant to the Indenture, the principal of and interest on the Bond is payable solely from certain base rental payments (the "Base Rental Payments") under and pursuant to that certain Lease Agreement, dated as of July 1, 2026 (the "Lease Agreement"), by and between the City, as lessee, and the Authority, as lessor, all of which rights to receive such Base Rental Payments have been assigned without recourse by the Authority to the Trustee. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Base Rental Payments and any other amounts (including proceeds of the sale of the Bond)

held in the Base Rental Payment Fund, the Interest Fund, the Principal Fund and the Redemption Fund established under the Indenture are pledged to secure the payment of the principal of, premium, if any, and interest on the Bond in accordance with its terms, the provisions of the Indenture and the Act. Said pledge constitutes a first lien on such assets.

This Bond is issued only in fully registered form, without coupons, as a single Bond in the aggregate principal amount set forth above, with the Outstanding principal amount of this Bond being reduced from time to time by payment or redemption as provided in the Indenture.

This Bond is subject to extraordinary, optional and sinking fund redemption as provided in the Indenture.

The Trustee on behalf and at the expense of the Authority shall provide notice of any redemption as provided in the Indenture.

Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, this Bond may be exchanged at the Office of the Trustee for a new Bond registered in the same name and representing the same Outstanding principal amount as this Bond.

This Bond is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond, representing the same Outstanding principal amount, will be issued to the transferee in exchange herefor. The Authority, the City and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority, the City and the Trustee shall not be affected by any notice to the contrary. **Notwithstanding the foregoing, the Bond is transferable only to an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act or a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act who has delivered a Purchaser Letter (in the form attached as Exhibit C hereto) to the Authority, the City, the Trustee, and Bond Counsel.**

The Indenture and the rights and obligations of the Authority, the City, the Registered Owner of the Bond and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the fixed maturity of this Bond, or reduce the principal thereof or the rate of interest thereon, or extend the time of payment, without the consent of the Registered Owner of the Bond, or (b) permit the creation of any lien on the Base Rental Payments and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture or deprive the Registered Owner of the Bond of the lien created by the Indenture on such Base Rental Payments and such other assets (except as expressly provided in the Indenture), without the consent of the Registered Owner of the Bond.

The Indenture contains provisions permitting the Authority to make provision for the payment of interest on, and the principal and premium, if any, of the Bond so that the Bond shall no longer be deemed to be outstanding under the terms of the Indenture.

All obligations of the Authority under the Indenture and under this Bond shall be special obligations of the Authority, payable solely from Base Rental Payments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the

City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bond.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Joint Exercise of Powers Agreement, and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit under any laws of the State of California, and is not in excess of the amount permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed in its name and on its behalf by the facsimile signatures of its Executive Director and Secretary, all as of the Dated Date identified above.

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
KAREN COMSTOCK
CHAIR

ATTEST:

_____
NATALIE GONZAGA
SECRETARY

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Bond described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2026

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value, received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor in a Recognized Signature Guaranty Medallion Program.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF PROJECT FUND REQUISITION

REQUISITION NO. _____ FOR
DISBURSEMENT FROM THE PROJECT FUND

The undersigned hereby states and certifies:

(i) that he/she is the duly appointed, qualified and acting _____ of the City of Chino, a general law city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.04 of the Indenture, dated as of July 1, 2026 (the "Indenture"), by and among the City of Chino Public Financing Authority (the "Authority"), the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), related to the Authority's 2026 Lease Revenue Bond, the undersigned hereby requests the Trustee to disburse this date the following amounts from the Project Fund established under the Indenture, to the payees designated on the attached Schedule I;

(iii) that each obligation mentioned herein has been incurred by the City and constitute Project Costs; and

(iv) that there has not been filed with or served upon the City notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Schedule I that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Indenture.

Dated: _____, 20__ CITY OF CHINO

By: _____
Its: _____

SCHEDULE I

PROJECT FUND DISBURSEMENTS

Item Number	*Payee Name and Address*	*Purpose of Obligation*	*Amount*
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____

EXHIBIT C

FORM OF PURCHASER LETTER

_____, 20__

City of Chino
13220 Central Avenue
Chino, California 91710
Attention: Ms. Kim Sao, Director Finance

Raymond James & Associates, Inc.
301 N. Lake Avenue, Suite 1150
Pasadena, California 91101

City of Chino Public Financing Authority
c/o City of Chino
13220 Central Avenue
Chino, California 91710
Attention: Ms. Kim Sao, Treasurer

Anzel Galvan LLP
595 Pacific Avenue, 4th Floor
San Francisco, CA California 94133

The Bank of New York Mellon Trust Company, N.A.
[To come]

Attention:

Ladies and Gentlemen:

We hereby acknowledge receipt of $3,225,000 principal amount of City of Chino Public Financing Authority 2026 Lease Revenue Bond (the "Bond"). The Bond was issued by the City of Chino Public Financing Authority (the "Authority") pursuant to the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), and pursuant to an Indenture, dated as of July 1, 2026 (the "Indenture"), by and among the Authority, the City of Chino, California (the "City") and The Bank of New York Mellon Trust Company, N.A., as Trustee. The Bonds are principally secured by lease payments to be made by the City pursuant to a Lease Agreement, dated as of July 1, 2026 (the "Lease"), by and between the Authority and the City. Capitalized terms not defined herein shall be given the meaning ascribed thereto in the Indenture.

The undersigned (the "Purchaser") intends to purchase the Bond and acknowledges that delivery and execution of this letter is a condition precedent to the sale of the Bond to the Purchaser. If the undersigned is an agent, pursuant to an investment management agreement between the undersigned and each principal who is a Purchaser, the undersigned is authorized to make investment decisions and make the representations herein on behalf of such Purchaser.

The undersigned does hereby represent and agree as follows:

1. The Purchaser has authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

2. The Purchaser is [a Qualified Institutional Buyer, as described in Rule 144A of the Securities Act of 1933][an Accredited Investor, as described in Regulation D of the Securities Act of 1933], which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of lease revenue bonds of the same type as the Bond, to be able to evaluate the risks and merits of the Bond without reliance upon others, and which can bear the economic risk of the Bond. The Bond is a financially suitable investment for the Purchaser consistent with its investment policies, needs and objectives. The Purchaser understands that it may be required to bear the risks of the Bond for an indefinite time, as there may be no market for the Bond.

3. The Bond is being acquired by the Purchaser for its own account for investment purposes and not with a view to or for resale thereof in any manner that would result in the Purchaser being an agent of the Authority or an underwriter within the meaning of the Securities Act of 1933, and the Purchaser intends to hold the Bond for its own account for a period of time, possibly to maturity, and does not intend at this time to dispose of all or any part of the Bond.

4. The Purchaser understands that the Bond is not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bond (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) is not being rated by any national securities rating agency, and (d) will be delivered in a form which may not be readily marketable.

5. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bond and security therefor, that it has received the documents executed or adopted by the Authority and the City in connection with the Bond and other documents it has requested, and that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would consider important in making a purchasing decision, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, the City and the Bond and the security therefor so that, as a reasonable purchaser, the Purchaser has been able to make its decision to purchase the Bond.

6. Although the Purchaser does not intend at this time to dispose of all or any part of the Bond, the Purchaser acknowledges that it has the right to sell and transfer the Bond, in accordance with terms and conditions of the Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the Authority that it will comply, with the Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bond, including disclosure of material information (without involving the Authority or the City in any manner). The Purchaser agrees to indemnify the Authority and the City for any liabilities or costs incurred by the Authority or the City (including attorney fees) in connection with any sale, transfer or other disposition of the Bond in violation of such restrictions or laws.

7. The Purchaser acknowledges that the Bond is a special obligation of the Authority, payable solely from Rental Payments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bond.

Very truly yours,

[PURCHASER SIGNATURE BLOCK]

RECORDING REQUESTED BY:
City of Chino, California

AND WHEN RECORDED RETURN TO:
Anzel Galvan LLP
595 Pacific Avenue, 4th Floor
San Francisco, California 94133
Attention: Juan M. Galvan

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE. THE ASSIGNOR IS A GOVERNMENTAL AGENCY.

ASSIGNMENT AGREEMENT

by and between

CITY OF CHINO PUBLIC FINANCING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated as of July 1, 2026

Relating to

$3,225,000
CITY OF CHINO PUBLIC FINANCING AUTHORITY
2026 LEASE REVENUE BOND

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement"), executed and entered into as of July 1, 2026, is by and between the CITY OF CHINO PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the "Authority"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the City of Chino (the "City") and the Authority desire to finance all or a portion of the cost to acquire certain real property located at 13272 6th Street, Chino, California and related project costs (the "Project");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing the Project;

WHEREAS, to facilitate the issuance of the Bond, the City will lease certain real property described in Exhibit A attached hereto and the improvements located thereon (the "Property") to the Authority pursuant to a Ground Lease, dated as of the date hereof and recorded concurrently herewith (the "Ground Lease"), and the City will sublease the Property back from the Authority pursuant to a Lease Agreement, dated as of the date hereof, a memorandum of which will be recorded concurrently herewith (the "Lease Agreement");

WHEREAS, under the Lease Agreement, the City is obligated to make Base Rental Payments (as defined in the Lease Agreement) to the Authority;

WHEREAS, the Authority desires to assign without recourse certain of its rights in the Ground Lease and the Lease Agreement, including its right to receive the Base Rental Payments, to the Trustee for the benefit of the owners of the Bond to be issued pursuant to the Indenture, dated as of the date hereof (the "Indenture"), by and among the Authority, the City and the Trustee;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Assignment. The Authority, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the owner of the Bond, all of its right, title and interest in and to the Ground Lease and the Lease Agreement including, without limitation, its right to

receive the Base Rental Payments to be paid by the City under and pursuant to the Lease Agreement; provided, however, that the Authority shall retain its obligations under the Lease Agreement and Ground Lease, the rights to indemnification, to give approvals and consents under the Lease Agreement and the Ground Lease (including any rights therein to approve any sale, assignment, sublease, or termination) and to payment or reimbursement of its reasonable costs and expenses under the Lease Agreement.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment, subject to the terms and provisions of the Indenture, and all such Base Rental Payments shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Lease Agreement and the Indenture.

Section 3. Conditions. This Assignment Agreement shall impose no obligations upon the Trustee beyond those expressly provided in the Indenture.

Section 4. Further Assurances. The Authority shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Trustee, for the benefit of the owner of the Bond, the rights intended to be conveyed pursuant hereto.

Section 5. Governing Law. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS HEREOF AND BY THE LAWS OF THE STATE OF CALIFORNIA AS THE SAME FROM TIME TO TIME EXIST.

Section 6. Execution. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Assignment Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above-written.

CITY OF CHINO PUBLIC FINANCING AUTHORITY

By: _____
DR. LINDA REICH
EXCUTIVE DIRECTOR

ATTEST:

_____
NATALIE GONZAGA
SECRETARY OF THE BOARD

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Name: _____
Title: _____

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of San Bernardino, City of Chino and described as follows:

SUPPLEMENTAL AGREEMENT

dated as of July 14, 2026,

between the

CITY OF CHINO

and

BMO BANK N.A.

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SUPPLEMENTAL AGREEMENT

This **SUPPLEMENTAL AGREEMENT**, dated as of July 14, 2026 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Supplemental Agreement"), between the **CITY OF CHINO**, a municipal corporation and general law city duly organized and existing under the Constitution and the laws of the State of California (the "City") and **BMO BANK N.A.** (the "Bank").

RECITALS

WHEREAS, the City desires to finance the costs associated with the acquisition of the certain real property located at 13272 6th Street, Chino, California, and related project costs, for future City use (as more particularly defined in the hereinafter defined Lease Agreement, the "Project");

WHEREAS, the City and the City of Chino Public Financing Authority (the "Authority") have determined that it would be in the best interests of the City and residents of the City to authorize the preparation, sale and delivery of the "City of Chino Public Financing Authority 2026 Lease Revenue Bond" (the "Bond") for the purpose of financing the Project;

WHEREAS, to facilitate the issuance of the Bond, the City will lease certain real property and the improvements thereto comprising the Senior Center (collectively, as more particularly defined in the Lease Agreement, the "Property") to the Authority pursuant to a Ground Lease, dated as of July 1, 2026 (as more particularly defined in the Lease Agreement, the "Ground Lease"), and the City will sublease the Property back from the Authority pursuant to a Lease Agreement, dated as of July 1, 2026 (as more particularly defined herein, the "Lease Agreement");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to provide the funds necessary to finance all or a portion of the Project through the issuance by the Authority of the Bond payable from the base rental payments (the "Base Rental Payments") to be made by the City under the Lease Agreement;

WHEREAS, all rights to receive the Base Rental Payments have been assigned without recourse by the Authority to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") pursuant to an Assignment Agreement, dated as of July 1, 2026 (as more particularly defined in the Lease Agreement, the "Assignment Agreement");

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City and the Authority to cause the Authority to sell the Bond to the Bank; and

WHEREAS, the Bank has agreed to purchase the Bond, and as a condition to such purchase, the Bank has required the City to enter into this Supplemental Agreement.

NOW, THEREFORE, to induce the Bank to purchase the Bond, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City and the Bank hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Lease Agreement. In addition to the terms defined in the recitals and elsewhere in this Supplemental Agreement and the Lease Agreement, the following terms shall have the following meanings:

"Asbestos Containing Materials" means material in friable form containing more than 1% of the asbestiform varieties of (a) chrysotile (serpentine), (b) crocidolite (ricbeckite), (c) amosite (cummington-itegrinerite), (d) anthophyllite, (e) tremolite, and (f) actinolite.

"Bank" means BMO Bank N.A., and its successors and assigns.

"Base Rate" means a fluctuating rate per annum equal to the highest of (i) the Prime Rate, (ii) the Federal Funds Rate plus 2.00% per annum, (iii) Daily Simple SOFR Rate plus 3.00% per annum, or (iv) 7.00% per annum; *provided, however*, that in no event shall the Base Rate exceed the Maximum Rate. Interest at the Base Rate shall be computed on the basis of a 360-day year and the actual number of days elapsed.

"Bond" means the City of Chino Public Financing Authority 2026 Lease Revenue Bond issued pursuant to the Indenture.

"City Long-Term Borrowing General Fund Obligation" means any long-term obligations to third parties in respect of borrowed moneys payable from the general fund of the City, including without limitation lease payments in connection with certificates of participation and lease revenue bonds, but excluding equipment leases. As of the Closing Date, no City Long-Term Borrowing General Fund Obligations are outstanding.

"City Long-Term Borrowing General Fund Obligation Issuing Document" means any Contract or resolution authorizing or evidencing the issuance or incurrence of any City Long-Term Borrowing General Fund Obligation.

"City Long-Term Borrowing General Fund Obligation Ratings" means the long-term unenhanced ratings assigned by one or more Rating Agencies to any City Long-Term Borrowing General Fund Obligation.

"Closing Date" means July 14, 2026.

"Contract" means any indenture, contract, agreement (other than this Supplemental Agreement), other contractual restriction, lease, mortgage, instrument, guaranty, certificate of incorporation, charter or by-law.

"Daily Simple SOFR Rate" means a daily rate based on SOFR and determined by the Bank in accordance with the conventions for such rate selected by the Bank.

"Default" means any event or condition that, with notice, the passage of time or both, would constitute an Event of Default.

"Default Rate" means the Base Rate plus 4.000% per annum.

"Environmental Regulations" means all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any similar state or local Laws and Regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Event of Default" with respect to this Supplemental Agreement, has the meaning assigned to that term in the Indenture.

"Event of Insolvency" means, with respect to any Person, the occurrence of one or more of the following events:

(a) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of such Person;

(b) the commencement by or against such Person of a case or other proceeding seeking liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;

(c) the making of an assignment for the benefit of creditors by such Person;

(d) the failure of such Person to generally pay its debts as they become due;

(e) a debt moratorium, debt adjustment, debt restructuring or comparable restriction with respect to the payment of any indebtedness of such Person is declared or imposed by such Person or by any governmental authority having jurisdiction over such Person;

(f) such Person shall admit in writing its inability to pay its debts when due; or

(g) the initiation of any actions to authorize any of the foregoing by or on behalf of such Person.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average (rounded upwards, if necessary to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Bank from three Federal funds brokers of recognized standing selected by it.

"Generally Accepted Accounting Principles" means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City.

"Hazardous Materials" has the meaning set forth in Section 4.10 hereof.

"Indenture" means the Indenture dated as of July 1, 2026, among the Authority, the City and the Trustee.

"Laws and Regulations" has the meaning set forth in Section 4.10 hereof.

"Lease Agreement" means the Lease Agreement, dated as of July 1, 2026, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

"Lease Documents" means the Ground Lease, the Lease Agreement, the Assignment Agreement, the Indenture, the Bond and this Supplemental Agreement.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the City, (b) the ability of the City to carry out its business as of the Closing Date or as proposed in this Supplemental Agreement, the Lease Agreement or any other Lease Document to be conducted or to meet or perform its obligations under this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents on a timely basis, (c) the validity or enforceability of this Supplemental Agreement, the Lease Agreement or any other Lease Document, (d) the rights or remedies of the Bank under this Supplemental Agreement, the Lease Agreement or any other Lease Document, or (e) the exemption of interest components of Base Rental Payments from State personal income taxes.

"Material Litigation" has the meaning assigned to such term in Section 4.05 hereof.

"Maximum Rate" means the lesser of (i) twelve percent (12%) per annum and (ii) the maximum rate of interest allowed by applicable law.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City and approved by the Bank.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Person" means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Prime Rate" means an index for a variable interest rate which is quoted, published or announced by the Bank as its prime rate and as to which loans may be made by the Bank at, above or below such rate.

"Rating Agencies" or "Rating Agency" means one or all of Moody's or S&P or, in the event that Moody's or S&P no longer maintains a City Long-Term Borrowing General Fund Obligation Rating, any other nationally recognized bond rating agency acceptable to the Bank, but, in each instance, only so long as Moody's, S&P or such other nationally recognized rating agency then maintains a City Long-Term Borrowing General Fund Obligation Rating.

"Release" has the meaning set forth in Section 4.10 hereof.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City and approved by the Bank.

"SOFR" means the secured overnight financing rate which is published by the Board of Governors of the Federal Reserve System and available at www.newyorkfed.org.

"State" means the State of California.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States

"Transactions" means the execution and delivery of the Lease Documents, the purchaser by the Bank of the Bond to finance the Project, the lease of the Property and the performance by the City of its obligations (including payment obligations) under the Lease Documents (including any amounts to reimburse the Bank for any advances or expenditures by it under any of the Lease Documents).

Section 1.02 Construction. Unless the context of this Supplemental Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Supplemental Agreement refer to this Supplemental Agreement as a whole and not to any particular provision of this Supplemental Agreement. The Section headings contained in this Supplemental Agreement and the table of contents preceding this Supplemental Agreement are for reference purposes only and shall not control or affect the construction of this Supplemental Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Supplemental Agreement unless otherwise specified. Each exhibit, schedule and annex attached hereto is incorporated by reference herein and is a constituent part of this Supplemental Agreement.

Section 1.03 Incorporation of Certain Definitions by Reference. Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Indenture and the Lease Agreement, as applicable.

Section 1.04 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles consistently applied. In the event of changes to Generally Accepted Accounting Principles which become effective after the Closing Date, the City and the Bank agree to negotiate in good faith appropriate revisions of this Supplemental Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

ARTICLE II

THE CLOSING

Section 2.01 Closing. Upon the terms and conditions set forth herein, subject to fulfillment of each of the conditions precedent set forth in Article III hereof, and upon the basis of the representations set forth herein, the Bank hereby agrees to purchase from the Authority the Bond in an aggregate principal amount equal to $3,225,000. The Bank shall transfer said purchase price ($3,225,000) to the Trustee on or before the Closing Date, and shall authorize release of such funds upon the terms and conditions set forth herein, subject to fulfillment of each of the conditions precedent set forth in Article III hereof, and upon the basis of the representations set forth herein, and shall be applied as provided in the Indenture.

Section 2.02 Calculation of Interest. Computations of any interest rates payable hereunder or under the Lease Documents and the interest component of the Base Rental Payments shall be made as provided in the Indenture.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Closing Conditions. The Bank has agreed to purchase the Bond in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements of the City and the Authority to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of its obligations hereunder as of the Closing Date. Accordingly, the Bank's obligations under this Supplemental Agreement to purchase the Bond shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments on or prior to the Closing Date, and shall also be subject to the following additional conditions, including the delivery by the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Bank and its counsel; *provided that*, unless set forth in a separate section of this Supplemental Agreement or in a Lease Document other than this Supplemental Agreement, the City's obligation to satisfy any condition under this Section 3.01 shall exist only until the Closing Date and shall cease thereafter:

(a) The following Authority documents:

(i) A copy of the resolution of the Authority approving the execution and delivery of the Lease Documents to which the Authority is a party and the other matters contemplated hereby and thereby, certified by the Secretary of the Authority as being true and complete and in full force and effect on the Closing Date.

(ii) Certified copies of the Authority's joint exercise of powers agreement, notice of a joint powers agreement filed with the Secretary of State and roster of public agencies filing and acknowledgment from the Secretary of State.

(iii) A certificate by the Secretary of the Authority certifying the names and signatures of the persons authorized to sign, on behalf of the Authority, the Lease Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) The following City documents:

(i) A copy of the resolution of City Council of the City approving the execution and delivery of the Lease Documents to which the City is a party and the other matters contemplated hereby and thereby, certified by the City Clerk of the City as being true and complete and in full force and effect on the Closing Date.

(ii) A certificate by the City Clerk of the City certifying the names and signatures of the persons authorized to sign, on behalf of the City, the Lease Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(iii) The following financing documents:

(iv) The Indenture.

(v) An executed original of each of the Ground Lease, the Lease Agreement, and the Assignment Agreement. .

(vi) Recording instructions for the recordation of such of the Lease Documents as may be required by the Bank and prepared by the City and Bond Counsel.

(vii) Certificates signed by an authorized representative of the City and an authorized representative of the Authority, respectively, stating that on and as of the Closing Date, copies of each of the Lease Documents to which it is a party furnished to the Bank are true, correct and complete copies of such documents, such documents were duly issued, adopted or executed and delivered, have not been modified, amended or rescinded and are in full force and effect on and as of the Closing Date, and such other customary matters as the Bank may reasonably request.

(viii) A certificate signed by an authorized representative of the City, stating that on and as of the Closing Date: (i) all requirements and preconditions to the execution and delivery of the Lease Documents shall have been satisfied; (ii) the City has complied with all agreements and covenants and satisfied all conditions stated in this Supplemental Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iii) each representation and warranty on the part of the City contained in this Supplemental Agreement and the other Lease Documents is true and correct as though made on and as of such date; (iv) no City Long-Term Borrowing General Fund Obligations are outstanding; (v) no Default or Event of Default

has occurred and is continuing or would result from the execution or performance of this Supplemental Agreement or the other Lease Documents to which the City is a party; and (vi) and such other customary matters as the Bank may reasonably request.

(ix) A certificate of the Authority, signed by an authorized representative of the Authority, stating that on and as of the Closing Date (i) the representations and warranties of the Authority contained in the Lease Documents to which the Authority is a party are true and correct on and as of the Closing Date as though made on and as of such date; (ii) no default or event of default under the Lease Documents to which the Authority is a party has occurred and is continuing, or would result from the Authority's execution and performance of any of the Lease Documents to which the Authority is a party; (iii) all conditions precedent to the execution and delivery of the Lease Documents to which the Authority is a party have been satisfied; and (iv) and such other customary matters as the Bank may reasonably request.

(x) Confirmation that no CUSIP number has been assigned to the Bond and Bond has been issued in a single denomination and shall not be transferable except to an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act or a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act, in each case that has delivered a Purchaser Letter (in the form attached as Exhibit C to the Indenture) to the Authority, the City, the Trustee and Bond Counsel.

(xi) Certificates of insurance evidencing the satisfaction of the insurance requirements as set forth in Article VI of the Lease Agreement in form and substance satisfactory to the Bank; each policy (other than for worker's compensation) shall name the Bank as additional insured and loss payee.

(xii) A commitment from a title insurance company acceptable to the Bank in respect of the Property meeting the requirements as set forth in Section 6.02 of the Lease Agreement. Without limiting the foregoing, the Title Policy shall: (i) be in the amount of not less than the initial principal amount of the Bond; (ii) shall insure the Bank's interests in the leasehold estate established under the Lease Agreement; (iii) be subject only to such liens and other exceptions as shall be approved by the Bank; (iv) name the Bank as an insured party thereunder; and (v) contain such endorsements and affirmative insurance as the Bank may request.

(xiii) The most recent adopted budget of the City and the audited financial statements of the City for the fiscal years ended June 30, 2023, 2024 and 2025.

(xiv) True and correct copies of any and all governmental approvals necessary for the City to enter into this Supplemental Agreement and the City and the Authority to enter into the other Lease Documents to which it is a party and the transactions contemplated thereby and hereby and not otherwise covered by Section 3.01(a)(i) or Section 3.01(b)(i) hereof.

(xv) Certificates and opinions related to the Trustee to the satisfactory of the Bank.

(xvi) Such other certifications as to matters of fact, due authorization, execution and delivery by the parties thereto of the Lease Documents, evidence of corporate

authority, copies of governmental consents, permits, licenses and approvals, and other documents as shall be reasonably requested by the Bank, and the form and substance of any order or other official action granting any consent, permit, license or approval shall be satisfactory to the Bank.

(c) The following opinions, addressed to the Bank or on which the Bank is otherwise expressly authorized to rely:

(i) From general counsel to the Authority, as to the due authorization, execution and delivery of each of the Lease Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Bank may reasonably request.

(ii) From the City Attorney of the City, as to the due authorization, execution and delivery of each of the Lease Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Bank may reasonably request.

(iii) From Bond Counsel, in customary form, an approving opinion to the effect that the Lease Documents have been duly authorized and validly executed and delivered, that the interest components of Base Rental Payments are exempt from State personal income taxes, and as to such other customary matters as the Bank may reasonably request.

(iv) From counsel to the Trustee, standard opinions relating to the Trustee acceptable to the Bank.

(d) Other conditions:

(i) Each representation and warranty contained in this Supplemental Agreement and the other Lease Documents is true and correct.

(ii) No Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Supplemental Agreement or the other Lease Documents.

(iii) Since the most current date of the information, financial or otherwise, supplied by the City to the Bank, there has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect and the City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iv) The Bank shall be reasonably satisfied that the fee of the California Debt and Investment Advisory Commission shall have been paid and that payment will be made promptly after demand therefor after the Closing Date of the Bank's upfront fees and expenses (consisting solely of the Bank's outside counsel legal fees and expenses) incurred in connection with the execution and delivery of this Supplemental Agreement, the Lease Agreement and the other Lease Documents.

(v) All other legal matters pertaining to the execution and delivery of each of the Lease Documents shall be reasonably satisfactory to the Bank and its counsel.

(vi) The Bank shall have completed all due diligence with respect to the City, the Property, the Authority and the Lease Documents (including any earthquake and flood zone determinations) in scope and determination satisfactory to the Bank.

(e) Such other instruments, documents and opinions as the Bank shall reasonably require to evidence and secure the obligations of the City under this Supplemental Agreement, the Lease Agreement and the other Lease Documents and to comply with the provisions of this Supplemental Agreement, the Lease Agreement and the other Lease Documents and the requirements of any governmental authority to which the Bank, the City or the Authority are subject.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

All representations and warranties made herein to the Bank or incorporated herein for the benefit of the Bank are made with the understanding that the Bank is relying upon the accuracy of such representations and warranties. Notwithstanding that the Bank may conduct its own investigation as to some or all of the matters covered by the representations and warranties in this Supplemental Agreement, the Lease Agreement and the other Lease Documents, and any certificates, information, opinions or documents delivered in connection herewith and therewith, the Bank is entitled to rely on all representations and warranties as a material inducement to the Bank's extension of the credit evidenced by this Supplemental Agreement, the Lease Agreement and the other Lease Documents. All representations and warranties made herein to the Bank or incorporated herein for the benefit of the Bank shall survive the making of and shall not be waived by the execution and delivery of this Supplemental Agreement, the Lease Agreement and the other Lease Documents.

Section 4.01 Existence and Power. The City is a municipal corporation and general law city duly organized, validly existing and in good standing under the Constitution and the laws of the State and has the corporate power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

Section 4.02 Due Authorization.

(a) The City has the corporate power, and has taken all necessary corporate action to authorize this Supplemental Agreement, the Lease Agreement and the other Lease Documents, to execute, deliver and perform its obligations under this Supplemental Agreement, the Lease Agreement and each of the other Lease Documents to which it is a party in accordance with their respective terms. The City has approved the form of the Indenture.

(b) The City is duly authorized and licensed to own the Property under the laws of all governmental authorities having the jurisdiction to license or regulate the Property, and the City has obtained all requisite approvals of all such governmental authorities required to be obtained for such purposes. All authorizations and approvals necessary for the City to enter into this Supplemental Agreement, the Lease Agreement and the other Lease Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities and own the Property have been obtained and remain in full force and effect and are subject to no further administrative or judicial

review. No other authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by the City of this Supplemental Agreement, the Lease Agreement and the other Lease Documents.

Section 4.03 Valid and Binding Obligations. This Supplemental Agreement, the Lease Agreement and each of the other Lease Documents to which the City is a party has been duly executed and delivered by one or more duly authorized officers of the City and are legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (c) the exercise of judicial discretion in appropriate cases, or (d) the limitations on legal remedies against general law cities in the State.

Section 4.04 Noncontravention; Compliance with Law.

(a) The execution, delivery and performance of this Supplemental Agreement, the Lease Agreement and each of the other Lease Documents in accordance with their respective terms do not and will not (i) require any consent or approval of any creditor of the City, (ii) violate any applicable law, (iii) conflict in any material respect with, result in a material breach of or constitute a material default under any Contract to which the City is a party or by which it or any of its property may be bound or (iv) result in or require the creation or imposition of any lien upon or with respect to any property now owned or hereafter acquired by the City except such liens, if any, expressly created by any Lease Document.

(b) The City is in compliance with all applicable laws, except for noncompliance that, singly or in the aggregate, has not caused and could not reasonably be expected to cause a Material Adverse Effect or an adverse effect on the City's ability to perform its obligations hereunder and under the other Lease Documents.

Section 4.05 Pending Litigation and Other Proceedings. There are no actions, suits or proceedings pending, nor are there any actions, suits or proceedings threatened in writing, against the City or any property of the City in any court or before any arbitrator of any kind or before or by any governmental or nongovernmental body, which, in any case, (i) directly or indirectly relates to the Property or the enforceability of this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents; or (ii) may have a Material Adverse Effect (any of the foregoing being herein referred to as "Material Litigation").

Section 4.06 Financial Statements. The balance sheet of the City as of June 30, 2025 and the related statement of revenues and expenses and changes in financial position for such Fiscal Year and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Bank pursuant to this Supplemental Agreement, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the City at such date and for such Fiscal Year, and were prepared in accordance with Generally Accepted Accounting Principles consistently applied. Since the period of such statements, there has been no change which would have a Material Adverse Effect.

Section 4.07 Defaults. No Event of Default and no Default has occurred and is continuing or exists.

Section 4.08 Insurance. The City currently maintains insurance as required by Article VI of the Lease Agreement.

Section 4.09 Accuracy of Information. All information, reports and other papers and data furnished by the City to the Bank were, at the time the same were so furnished, complete and correct in all material respects and insofar as necessary to give the Bank a true and accurate knowledge of the subject matter and were provided in expectation of the Bank's reliance thereon in providing funds to finance the Project. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the budget and financial statements previously furnished to the Bank or in other such information, reports, papers and data or otherwise disclosed in writing to the Bank prior to the Closing Date. Any financial, budget and other projections furnished to the Bank by the City or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the City's best estimate of its future financial performance. No document furnished by the City or its agents nor any representation, warranty or other written statement made by the City or its agents to the Bank in connection with the negotiation, preparation or execution of this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4.10 Environmental Matters.

(a) The City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the City nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Property has, other than as set forth in paragraphs (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (A) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the Authority or the City, the Property or the business operations conducted by the Authority or the City thereon (collectively, "Hazardous Materials") on, from or beneath the Property, (B) pumped, spilled, leaked, disposed of, emptied, discharged or released (collectively "Release") any material amount of Hazardous Materials on, from or beneath the Property, or (C) stored any material amount of petroleum products at the Property in underground storage tanks.

(b) Excluded from the representations and warranties in paragraph (a) of this subsection with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of public libraries, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No portion of the Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Property, respectively.

(d) The City has not received any notice from any insurance company which has issued a policy with respect to the Property or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations or other work, which repairs, alterations or other work have not been completed at the Property, respectively. The City has not received any notice of default or breach which has not been cured under any covenant, condition, restriction, right-of-way, reciprocal easement, agreement or other easement affecting the Property which is to be performed or complied with by it.

Section 4.11 [Reserved].

Section 4.12 OFAC. The City is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, and any successor thereto, the Secretary of the Treasury, or included in any Executive Orders, that prohibits or limits the Bank from making any advance or extension of credit to the City or from otherwise conducting business with the City.

Section 4.13 Sovereign Immunity. The City does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Lease Documents. To the extent the City has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the City hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations under the Lease Documents.

Section 4.14 Usury. The terms of this Supplemental Agreement, the Lease Agreement and the other Lease Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

Section 4.15 Fair Rental Value; Use and Occupancy. Base Rental Payments and Additional Payments payable under the Lease Agreement do not exceed the fair rental value of the Property for each period for which said rental is to be paid. In making such determination of fair rental value, consideration has been given to the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public. The City currently has the use and occupancy of the Property and the City has the legal authority to pay Base Rental Payments and Additional Payments pursuant to the Lease Agreement for the use and occupancy of the Property.

Section 4.16 Title to Property. The City has a valid and enforceable subleasehold interest in the Property, subject only to Permitted Encumbrances. [The City is not in violation of any rights, reservations, covenants, conditions or restrictions on the Property contained in the documents or instruments listed as title exceptions on Schedule B of the Title Policy.]

ARTICLE V

COVENANTS OF THE CITY

So long as any Base Rental Payments or Additional Payments or other amounts required to be paid under the Lease Agreement or any obligation of the City hereunder or under the Lease Documents remains unpaid or unperformed, the City shall comply with the following covenants hereunder and as additional covenants under the Lease Agreement, unless waived in writing by the Bank:

Section 5.01 Reporting Requirements. The City shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the City in accordance with Generally Accepted Accounting Principles consistently applied, and will furnish to the Bank each of the following:

(a) As soon as available, and in any event within 270 days after the close of each Fiscal Year of the City, the financial statements of the City which shall be audited and reported on without qualification by independent certified public accountants reasonably acceptable to the Bank and shall be certified to the City by such accountants as (i) having been prepared in accordance with Generally Accepted Accounting Principles consistently applied, (ii) fairly presenting the financial condition of the City as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year, and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, profit and loss statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the City by such auditors;

(b) As soon as available and in any event within 60 days after adoption, the annual operating budget of the City for such Fiscal Year; and

(c) Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the City or the Property as the Bank may from time to time reasonably request.

Section 5.02 Notices. The City shall provide to the Bank:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a Default or an Event of Default;

(b) prompt written notice of any Material Litigation; and

(c) prompt written notice of any event which has or is reasonably anticipated to have a Material Adverse Effect.

Section 5.03 Access to Property and Books, Records and Accounts; Communication with Accountant. The City shall permit the duly authorized representatives of the Bank, during the City's normal administrative business hours, upon reasonable prior written notice to the City, to enter the Property or any parts thereof at reasonable hours and under reasonable conditions, to examine and copy the City's books, records and accounts and to discuss the affairs, finances, business and accounts of the City with the members of the City Council and the City's officers and employees. The City

authorizes the Bank, upon reasonable prior written notice to the City, to communicate directly with the City's accountants, and authorizes and shall instruct such accountants to communicate with, disclose and make available to the Bank, any and all financial statements and other supporting financial documents, schedules and information relating to the City with respect to the business, results of operations and financial condition and other affairs of the City.

Section 5.04 Further Assurances. The City shall, and shall cause the Authority to, upon the request of the Bank, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, confirmation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Supplemental Agreement, the Lease Agreement and the other Lease Documents. Except to the extent it is exempt therefrom, the City will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Supplemental Agreement, the Lease Agreement, the other Lease Documents and such instruments of further assurance.

Section 5.05 Environmental Compliance.

(a) Neither the City nor the Authority shall use or permit the Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, in compliance with all Environmental Regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee or agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Property or onto any other property other than in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the Authority or the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Bank, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released on, from or beneath the Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) of this Section and only to the extent necessary to maintain the improvements on the Property.

(b) The City and the Authority shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Property to comply with, all Environmental Regulations, and shall keep the Property free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The City and the Authority shall cause each tenant under any lease, and use their best efforts to cause all of such tenant's subtenants, agents, licensees, employees, contractors, guests and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Property; provided, however, that notwithstanding that a portion of this covenant is limited to the City's and Authority's use of its best efforts, the Authority and the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the Authority's or the City's obligations contained in subsection (c) of this Section. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials on, from or beneath the Property, the City or the Authority, as appropriate, shall give prompt written notice thereof to the City or the

Authority, as appropriate, the Bank prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 4.10 hereof is not true or correct, the Authority and the City shall, to the extent permitted by law, defend, indemnify and hold harmless the Bank and each of its employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section), consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Authority or the Bank shall have delivered to the City), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Authority or the Bank shall have delivered to the City), or governmental order relating to Hazardous Materials on, from or beneath the Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) of this Section by either of them or any of their agents, tenants, employees, contractors. licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that either the Authority or the City is strictly liable under any Environmental Regulation, its obligation to the Bank and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this subsection shall survive the payment in full of all Base Rental Payments and the termination of the Lease Documents.

(d) The City shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair and replace such tanks only in accordance with all Laws and Regulations, including but not limited to Environmental Regulations.

Section 5.06 No Condemnation. The City shall not condemn, nor consent to the condemnation of, the Property or any interest of the City, the Authority or the Bank therein.

Section 5.07 Maintenance of Existence. The City shall preserve and maintain its existence as a municipal corporation and general law city duly organized and validly existing under the Constitution and the laws of the State, and its rights, franchises and privileges material to the conduct of its business and shall not, without the prior written consent of the Bank, initiate proceedings to reorganize, merge or consolidate with or into any Person, wind up, liquidate or dissolve its affairs (or suffer any liquidation or dissolution) or convert, sell, assign, transfer, lease or otherwise dispose of (or agree to do any of the foregoing at any future time), whether in one transaction or a series of transactions, all or substantially all of its property or assets.

Section 5.08 Substitute Property. If, as a result of material damage to, or destruction of condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the City's right to use or occupy any portion of the Property and Base Rental Payments shall be abated pursuant to Section 3.06 of the Lease Agreement, the City shall use its best efforts to substitute alternate real property and improvements for the Property from among the City's properties, if available, subject to this Lease Agreement and the Assignment Agreement and the Ground Lease

satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto.

Section 5.09 Disposition of the Property; Uses.

(a) The City shall not sell, lease or otherwise dispose of any portion of the Property, other than as permitted under the Lease Agreement.

(b) The City shall not abandon, vacate or close the Property, other than as permitted under the Lease Agreement.

(c) Without the prior written consent of the Bank, the City shall not (i) seek, make or consent to any change in the zoning, any entitlements or conditions of use of the Property, (ii) grant any easement, license or other right in the Property or any portion thereof that may in any way impair the value of the Property or the validity, priority or security of this Lease Agreement or the coverage of any title insurance policy insuring the City's leasehold interest under the Lease Agreement or that could cause a material adverse effect on the permissible uses of the Property, (iii) make any application for or record any tract map, parcel map, condominium plan, condominium declaration, or plat of subdivision with respect to the Property, or (iv) otherwise record or execute any documents or instruments affecting the Property that may in any material way impair the value of the Property or the validity, priority or security of the Lease Agreement or the coverage of any title insurance policy insuring the Bank's interests in the leasehold estate established under the Lease Agreement or that could cause a material adverse effect on the permissible uses of the Property.

(d) The City shall not use the Property or any portion thereof in violation of (i) any rights, reservations, covenants, conditions or restrictions on the Property contained in the documents or instruments listed as title exceptions in the Title Policy, or (ii) any other rights, reservations, covenants, conditions or restrictions on the Property contained in the documents or instruments listed as title exceptions in the Title Policy which use could in any way result in the loss of its fee simple interest in any portion of the Property. If the City receives notice that it is in violation of any of such rights, reservations, covenants, conditions or restrictions on the Property contained in the documents or instruments listed as title exceptions on Schedule B of the Title Policy, the City shall, prior to the loss of its fee simple interest in such portion of the Property, substitute alternate real property and improvements for such portion of the Property from among the City's properties, if available, subject to this Lease Agreement and the Assignment Agreement and the Ground Lease satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto.

Section 5.10 Increase of Base Rental Payments. Upon receipt of notice from the Bank pursuant to Section 6.02(b) hereof, as required by Section 6.02(b) hereof, the City shall amend the Lease Agreement to increase the Base Rental Payments payable by the City thereunder to an amount equal to the fair rental value of the Property for each period for which said rental is to be paid to the extent such fair rental value is greater than the Base Rental Payments which would otherwise be due under the Lease Agreement and amend Exhibit B to the Lease Agreement to increase the principal component of the Base Rental Payments in corresponding amounts, so as to cause the principal component of the Base Rental Payments remaining unpaid to be amortized over the shortest possible term supported by such fair rental value, such amendment of the Lease Agreement to be in form and substance satisfactory to the Bank.

Section 5.11 Liens. Without the prior written consent of the Bank, the City shall not directly or indirectly, create, incur, assume or suffer to exist any lien (including without limitation any mortgage, pledge, lien, charge, encumbrance or claim) on or with respect to any portion of the Property or otherwise record or execute any documents or instruments affecting the Property that may in any material way impair the coverage of any title insurance policy insuring the Bank's interests in the leasehold estate established under the Lease Agreement. The City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. If the City is unable to promptly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim in a manner satisfactory to the Bank, the City shall substitute alternate real property and improvements for such portion of the Property from among the City's properties, if available, subject to this Lease Agreement and the Assignment Agreement and the Ground Lease satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an "Event of Default" hereunder and an additional Event of Default under the Lease Agreement entitling the Bank to the rights and remedies available under the Lease Agreement, unless waived in writing by the Bank:

(a) (i) the City shall fail to observe or perform any of the covenants, agreements or conditions on the part of the City set forth in Section 5.07, 5.09, 5.10 or 5.11 hereof or Section 3.05 (Appropriations Covenant), Article VI (Insurance) or Section 9.05 (Assignment and Subleasing) of the Lease Agreement, or (ii) the City fails to observe or perform any other of the covenants, agreements or conditions on the part the City in the Lease Agreement or in this Supplemental Agreement not otherwise described in clause (i) of this Section 6.01(a), and, solely in the case of clause (ii) of this Section 6.01(a), the City fails to remedy the same within 30 days or such additional time as is reasonably required to correct any such default after the Bank has provided the City with written notice thereof;

(b) the City shall default in the payment of any amount when due in respect of any City Long-Term Borrowing General Fund Obligation, or default by the City under any City Long-Term Borrowing General Fund Obligation Issuing Document, and continuance of such default beyond the period of grace, if any, allowed with respect thereto; or the occurrence of any act or omission by the City under any such City Long-Term Borrowing General Fund Obligation Issuing Document which results in such City Long-Term Borrowing General Fund Obligation becoming, or being capable of becoming, immediately due and payable or being terminated early or being subject to early termination;

(c) this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents or any material provision of this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents shall at any time, for any reason, cease to be the legal, valid and binding obligation of the City or the Authority or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the City or the Authority, or the City or the Authority shall renounce the same or deny that it has any

further liability hereunder or thereunder, or any court of competent jurisdiction or other governmental authority with jurisdiction to rule on the validity of any provision of this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents shall find or rule that this Supplemental Agreement, the Lease Agreement or any of the other Lease Documents are not valid or not binding on the City or the Authority;

(d) the City or the Authority is dissolved or its existence is terminated;

(e) any representation or warranty made by the City herein or by the Authority or the City in any Lease Document or in any certificate, financial or other statement furnished by it pursuant to this Supplemental Agreement, the Lease Agreement or any of the Lease Documents shall prove to have been untrue or incomplete in any material respect when made or deemed made;

(f) the long-term unenhanced ratings assigned to any City Long-Term Borrowing General Fund Obligation shall be withdrawn or suspended or otherwise unavailable for credit-related reasons or reduced below Baa3 by Moody's Investors Service, Inc., BBB- by Standard & Poor's Rating Service or BBB- by Fitch, Inc.; or

(g) an Event of Insolvency shall occur with respect to the City or the Authority;

Section 6.02 Consequences of an Event of Default. In the case of any Event of Default, including any Event of Default specified in Section 6.01(h), that has occurred and is continuing, the Bank may, in its sole discretion, but shall not be obligated to, exercise all, or any of, the following rights and remedies in addition to any other rights or remedies available to the Bank under any other Lease Documents or under applicable law:

(a) deliver a notice to the City that an Event of Default has occurred and is continuing and that, upon the occurrence of such Event of Default, the interest components of the Base Rental Payments began to accrue at the Default Rate; and/or

(b) by notice to the City, require the City to amend the Lease Agreement to increase the Base Rental Payments payable by the City thereunder to an amount equal to the fair rental value of the Property for each period for which said rental is to be paid to the extent such fair rental value is greater than the Base Rental Payments which would otherwise be due under the Lease Agreement and amend Exhibit B to the Lease Agreement to increase the principal component of the Base Rental Payments in corresponding amounts, so as to cause the principal component of the Base Rental Payments remaining unpaid to be amortized over the shortest possible term supported by such fair rental value, such amendment of the Lease Agreement to be in form and substance satisfactory to the Bank; and/or

(c) cure any Default, Event of Default or event of nonperformance hereunder or under any other Lease Document; provided, however, that the Bank shall have no obligation to effect such a cure; and/or

(d) exercise, or cause to be exercised, any and all remedies as it may have under the other Lease Documents and as otherwise available at law and at equity.

The City and the Bank hereby acknowledge that the City's obligations under the Lease Agreement are not subject to acceleration. Except as expressly provided in this Section 6.02, procurement, demand, protest and all other notices of every kind are hereby expressly waived.

Section 6.03 Remedies Cumulative; Solely for the Benefit of Bank. To the extent permitted by, and subject to the mandatory requirements of, applicable law, each and every right, power and remedy herein specifically given to the Bank in the Lease Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Bank, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the City or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Lease Documents.

Section 6.04 Waivers or Omissions. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default. No delay or omission on the part of the Bank in exercising any right granted to the Bank hereunder in any one or more instances, or the acceptance by the Bank of any partial payment on account of the Obligations shall constitute a waiver of any such Event of Default and each such option shall remain continuously in full force and effect.

Section 6.05 Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Lease Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the City and the Bank shall be restored to their former positions with respect to the Obligations, the Lease Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

Section 6.06 Injunctive Relief. The City recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Bank; therefore, the City agrees that the Bank, if the Bank so requests, shall be entitled to temporary and permanent relief in any such case.

ARTICLE VII

INDEMNIFICATION; COSTS, EXPENSES AND TAXES; INCREASED PAYMENTS

Section 7.01 Indemnification. In addition to any and all other rights of reimbursement, indemnification, subrogation and other similar rights pursuant to the Lease Agreement, the other Lease Documents or under law or equity, the City hereby covenants and agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Bank and its affiliates, officers, directors, employees, representatives and agents (each, an "Indemnitee") from and against any and all claims,

causes of action, judgments, fines, penalties, damages, losses, liabilities, and expenses whatsoever (including reasonable attorneys' fees) which may be incurred by an Indemnitee or which may be claimed against an Indemnitee by any Person whatsoever by reason of or directly or indirectly in connection with any of the Transactions; provided that the City shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee as determined in a final, non-appealable judgment. Nothing under this Section 7.01 is intended to limit the City's payment of its obligations under this Supplemental Agreement, the Lease Agreement or other Lease Documents.

Section 7.02 Costs, Expenses and Taxes. The City shall pay, as Additional Payments under the Lease Agreement, within 30 days after demand: (a) if an Event of Default shall have occurred, all costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Supplemental Agreement, the Lease Agreement, the other Lease Documents and such other documents which may be delivered in connection therewith; and (b) the reasonable fees and out of pocket expenses for counsel to the Bank in connection with the execution and delivery of this Supplemental Agreement, the Lease Agreement and the other Lease Documents; (c) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Bank in connection with advising the Bank as to its rights and responsibilities under this Supplemental Agreement, the Lease Agreement and the other Lease Documents or in connection with responding to requests from the City for approvals, consents, amendments and waivers; and (d) any Excess Interest Fee payable pursuant to the Lease Agreement, any amounts payable pursuant to the Lease Agreement and any fee set forth in the definition of "Default Rate" herein. In addition, if at any time any governmental authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Supplemental Agreement, the Lease Agreement or the other Lease Documents, then, if the City lawfully may pay for such stamps, taxes or fees, the City shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the City agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay or omission of the City in paying, such stamps, taxes and fees hereunder.

Section 7.03 [Reserved].

Section 7.04 Late Payment. Any Lease Payment or Additional Payment or any other amount required to be paid under the Lease Agreement or hereunder which shall not be paid by the City when due and payable under the Lease Agreement or hereunder shall accrue interest until the same shall be paid at a rate equal to the Default Rate, and the City hereby agrees to pay such amounts to the Bank upon demand.

Section 7.05 Survival. The obligations of the City under this Article VII shall survive the payment in full of the Base Rental Payments and the Additional Payments and the termination of the Lease Documents.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amendments. No amendment or waiver of any provision of this Supplemental Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the

same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.02 Severability. The provisions of this Supplemental Agreement are intended to be severable. If any provision of this Supplemental Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.03 Governing Law; Consent to Jurisdiction; Waiver Of Jury Trial.

(a) This Supplemental Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State.

(b) The City and the Bank each consents to and submits to in personam jurisdiction and venue in a court of record in the State of California located in the City and County of San Bernardino or in the United States District Court for the Central District of California located in the County of San Bernardino. The City and the Bank each asserts that it has purposefully availed itself of the benefits of the laws of the State of California and waives any objection to in personam jurisdiction on the grounds of minimum contacts, waives any objection to venue, and waives any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Supplemental Agreement, the Lease Agreement and the other Lease Documents. Regardless of whether the party's actions took place in the State of California or elsewhere in the United States, this submission to jurisdiction is nonexclusive, and does not preclude either party from obtaining jurisdiction over the other in any court otherwise having jurisdiction.

(c) The City and the Bank each, to the fullest extent permitted by law, waives its respective right to a trial by jury in any legal proceeding arising out of or relating to this Supplemental Agreement or any other Lease Document or the transactions contemplated hereby or thereby. The City warrants and represents that such waiver has been intentionally, knowingly and voluntarily made, following consultation with its legal counsel. If the waiver of jury trial as set forth in this Section shall be declared void or unenforceable, the City and the Bank each agrees to refer the dispute to a judicial referee in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure.

Section 8.04 No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Supplemental Agreement, the Lease Agreement or the other Lease Documents (including in connection with any amendment, waiver or other modification hereof or of any other Lease Document), the City acknowledges and agrees that: (a) (i) the arranging, structuring and other services regarding this Supplemental Agreement, the Lease Agreement and the other Lease Documents provided by the Bank are arm's length commercial transactions between the City on the one hand, and the Bank on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Supplemental Agreement, the Lease Agreement and the other Lease Documents; (b)(i) the Bank is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the City, or any other Person and (ii) the Bank does not have any obligation to the City with respect to the transactions contemplated by this Supplemental

Agreement, the Lease Agreement and the other Lease Documents, except those obligations expressly set forth herein and therein; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Bank does not have any obligation to disclose any of such interests to the City. To the fullest extent permitted by applicable laws, the City hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Supplemental Agreement, the Lease Agreement and the other Lease Documents.

Section 8.05 Counterparts. This Supplemental Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.06 Successors and Assigns. This Supplemental Agreement is a continuing obligation and shall be binding upon the City, its permitted successors and assigns and shall inure to the benefit of the Bank and its permitted successors, transferees and assigns. The City may not assign or otherwise transfer or delegate any of its rights or obligations hereunder or under the other Lease Documents without the prior written consent of the Bank. The Bank may, in accordance with applicable law, from time to time and without the consent of the City or any other Person assign, sell or transfer in whole or in part, this Supplemental Agreement and any of its rights or interests hereunder and all or any part of its interest in the Lease Documents, subject to the limitations set forth in the Assignment Agreement. In addition, the Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Lease Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 8.07 Tax Identification Number. The City's tax identification number is 95-0930239.

[Signatures begin on the following page.]

[Signature page of Supplemental Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHINO

By: _____
Name: Dr. Linda Reich
Title: City Manager

BMO BANK N.A.

By:_____
Name: Edward C. Neu
Title: Managing Director

Up to $3,225,000 in the form of a

Tax-Exempt Bank Purchase Bond

PROVIDED BY

EDWARD C. (TED) NEU
MANAGING DIRECTOR, INSTITUTIONAL MARKETS
BMO BANK N.A.

FOR THE BENEFIT OF



CITY OF CHINO PUBLIC FINANCING AUTHORITY

June 17, 2026

BMO | Commercial Bank

BMO Commercial Bank

Institutional Markets
180 Montgomery Street
San Francisco, CA 94104

June 17, 2026

Delivery via Email

Jose Vera
Managing Director
Raymond James
Jose.vera@raymondjames.com

RE: City of Chino Public Financing Authority Lease Revenue Bond (Series 2026) – Request for Bid / Term Sheet Updated and final terms submitted 6/16/26

Dear Mr. Jose Vera:

Thank you for the opportunity to respond to the proposal request for the City of Chino Public Financing Authority (the "Authority"). BMO Bank N.A. ("BMO") is very interested in furthering our relationship with the City of Chino by providing this credit facility. We believe BMO is an excellent business partner for the City for the following reasons:

- Our deep presence and support of local governments in California
- The willingness to make a significant commitment of our balance sheet
- Strong and stable credit ratings from Moody's, S&P, and Fitch
- Broad capabilities through BMO Financial Group

The primary contact for these financings will be Ted Neu. Thach Vang, VP, Relationship Manager, will provide assistance on deal matters prior to closing and will continue to be part of the City's team post-closing.

Should any part of this proposal conflict with the City's structuring parameters, we would be happy to discuss mutually acceptable alternatives. If you have any questions or concerns, please feel free to contact me directly at (212) 748-9879 or Thach at (949) 255-5090. Once again, thank you for the opportunity and we look forward to hearing from you.

Sincerely,

Edward C. (Ted) Neu
Managing Director
Public Finance
edward.neu@bmo.com

Thach "Tot" Vang
Vice President, Relationship Manager
Government Banking
thach.vang@bmo.com

Tax-Exempt Bank Purchase Lease
Summary of Terms and Conditions

(For discussion purposes only – not a commitment to lend)

Borrower(s):	City of Chino Public Financing Authority on behalf of the City of Chino
Bank:	BMO Bank N.A. or affiliate ("BMO" or the "Bank").
Lease:	A $3,225,000 2026 Lease Financing in the form of Tax-Exempt Lease Revenue Bond, Series 2026
Purpose:	This financing will be used to finance the acquisition of real estate property adjacent to Chino City Hall through the issuance of the Authority's 2026 Lease Revenue Bond and to pay related costs of issuance.
Interest Rates:	The interest rate on the Bond, based on the option selected by the Borrower, and Other Fees are set forth in Exhibit II.
Security:	The 2026 Lease Financing is secured by pledged Base Rental Payments payable by the City of Chino pursuant to the Lease Agreement, from any source of legally available funds, including but not limited to unrestricted monies of the City. Lease payments are subject to abatement and annual appropriation in each fiscal year.
Description of the Leased Facilities:	The leased asset for the 2026 Lease Revenue Bond consists of the City of Chino Senior Center, a recently renovated municipal facility located at 13170 Central Avenue, Chino, California 91710. The facility is approximately 12,980 square feet and has an estimated replacement cost of approximately $5.7 million, exclusive of land value. Pursuant to the financing documents, the leased asset will secure the City's lease payment obligations under the Lease Agreement
Principal & Interest Payments:	Interest shall be calculated on a 30/360 basis. The first interest payment shall be due October 1, 2026. Principal and interest payments shall be made in accordance with the amortization schedule applicable to the selected financing option and the terms of the Bond documents
Reporting Requirements:	The City shall deliver its audited financial statements within 270 days after the close of each fiscal year and its Annual Adopted Budget within 60 days of adoption. Other information shall be provided upon request of the Bank.
Key Documents:	The financing shall be documented through customary lease revenue bond documentation, including but not limited to the Lease Agreement, Indenture, Supplemental Agreement, and related closing documents, together with customary opinions of counsel and certificates. All documents shall be in form and substance acceptable to the Bank and consistent with the requirements of the City's Request for Bids and applicable law.
Conditions Precedent:	Customary for transactions of this nature and as needed for the Bank's standard underwriting, including execution of the key documents and other documents, delivery of legal opinions of counsel on validity, resolution, no litigation and tax-exemption, and other customary conditions precedent.

Events of Default:	Usual and customary for facilities of this type, including, without limitation, failure to pay when due, inaccurate or false representations or warranties, cross default to other debt, insolvency, bankruptcy, pension defaults, violation of covenants, invalidity or repudiation, unsatisfied judgments and material adverse change in the Department's financial condition or business.
Legal Counsel:	The Bank will engage Nixon Peabody LLP as the Bank's legal counsel. Rudy S. Salo, Partner, will be acting in the capacity of lead attorney representing the Bank. Absent extraordinary issues, legal fees are $15,000 assuming that Bond Counsel drafts all documents.

This Summary of Terms and Conditions, together with any accompanying transmittal letter, should be viewed as an outline intended for discussion purposes only and are for the Borrower's confidential use and may not be disclosed to any other person other than its employees, attorneys, board members and/or financial advisors. It should not in any way be viewed as a commitment by BMO Bank N.A., or any other entity to extend credit to the Borrower. Rates, fees, and terms are subject to market conditions at all times until the Bank shall commit in writing otherwise. In any event, this term sheet should not be regarded as indicative after two weeks after proposal date.

Information on BMO Bank N.A.

	Public Ratings for BMO Bank N.A.		
	S&P	**Moody's**	**Fitch**
Long Term Ratings:	A+	A1	AA+
Short Term Ratings:	A-1	P-1	F1+
Outlook:	Stable	Stable	Stable

The Bank's most recent annual report can be accessed via the following website:
http://www.bmo.com/home/about/banking/investor-relations/annual-reports-proxy-circulars

Exhibit II
Pricing and Other Fee Information

Interest Rates

Fixed Rate Option: Fixed Rate of interest is equal to the Bank's Reference Rate times the Tax Factor plus the Adjusted Credit Spread as set forth in the table below and payable on a 360-day basis. The Bank will honor the quoted rate absent any extraordinary moves in market rates. The rate may be definitively locked two weeks prior to closing.
.

Initial Put (yrs)	Amortization	Fixed Rate
10	10	4.15%
15	15	4.25%
10	20	4.33%

Other Fees and Rates

Other Fees: Bank reserves the right to assess fees for amendments, substitutions, renewals, waivers, any payment default and other expenses. Amount to be determined based on the complexity of the request.

Default Rate: Base Rate + 4.00%
Appropriate market standard cure periods will be added for non-payment defaults

Base Rate: Defined as the higher of (i) Prime Rate, (ii) Fed Funds plus 2%, (iii) Daily Simple SOFR Rate plus 3% or (iv) 7%

Prepayment: The Lease Financing may be prepaid in whole or in part at any time and from time to time with the following restrictions/premiums:

Year 1: No prepayment
Year 2: No prepayment
Year 3: 3% premium
Year 4: 3% premium
Year 5: 2% premium

Prepayments may be made following the 5th anniversary with no premium.

RAYMOND JAMES

July 1, 2026

Kim Sao
Director of Finance
City of Chino
13220 Central Avenue
Chino, CA 91710

Re: Placement Agreement for City of Chino Public Financing Authority 2026 Lease Revenue Bond

Dear Kim:

Raymond James & Associates, Inc. ("Raymond James") is pleased to submit this agreement (the "Agreement") to the City of Chino ("Client") to serve as placement agent (the "Placement Agent") for the proposed placement of tax-exempt 2026 lease revenue bond (the "Bonds") in the approximate principal amount of $2,650,000 to finance the acquisition of real estate property adjacent to the Chino City Hall (the "Financing").

1) During the term of this Agreement, in our capacity as Placement Agent, Raymond James proposes to undertake certain activities, including, as appropriate, the following:

(a) Advising Client as to the form and structure of the Bonds and prevailing interest rates and market conditions for comparable securities.

(b) Assisting in the preparation of a request for bids and summary of terms and conditions or other applicable information and offering material (the "Term Sheet"). Responsibility for the contents of such Term Sheet as it relates to Client shall be solely that of Client and any issuer of the Bonds.

(c) Managing, structuring, arranging for and participating in all discussions with nationally recognized rating agencies for obtaining ratings on the Bonds, if appropriate.

(d) Introducing Client to potential investors that may serve as the purchaser of the Bonds.

(e) Participating in meetings with transaction participants, including potential investors for the Bonds.

(f) Articulating, explaining or defending negotiating proposal or positions adopted by Client regarding the placement of the Bonds with potential investors.

2) In order that Client and the Placement Agent can best coordinate efforts to effect a financing satisfactory to Client, Client grants Raymond James sole and exclusive right and authority to perform the services described herein and agrees that it will not initiate or participate in any discussions relating to the financing with any person other than Raymond James. **As compensation for Raymond James' placement agent's services hereunder Client will pay $25,000**. Client and Raymond James expressly agree that Raymond James' services will be fully performed and such fee will be due and payable only upon issuance of the Bonds, whether or not the issuance of the Bonds was arranged by Raymond James or such issuance occurs subsequent to the expiration of this Agreement.

3) In addition, Client agrees to pay Placement Agent's out-of-pocket expenses, which shall include, but not be limited to, travel, delivery and similar charges.

5) Client understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the Term Sheet or otherwise provided to the Placement Agent. Client agrees that all such information will be true, correct and complete, and that it will update such information during the course of the placement, as appropriate, and that all projections provided to Placement Agent will have been prepared in good faith and based upon reasonable assumptions. Client acknowledges and agrees that Raymond James will rely upon such information and projections without independent verification.

6) Client acknowledges and agrees that this Agreement does not constitute a guarantee by Raymond James to arrange the placement of the Bonds. It is understood that Raymond James' obligations under this Agreement are to use reasonable efforts throughout the term of this Agreement to perform the services described herein. Client acknowledges and agrees that Raymond James is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to Client, and that this Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of Client or any other person or entity or to provide Client or any other person with any assurances that the transaction will be consummated. Placement Agent shall act as an independent contractor under this Agreement, and not in any other capacity, including as a fiduciary. Client acknowledges and agrees that: (i) the transaction

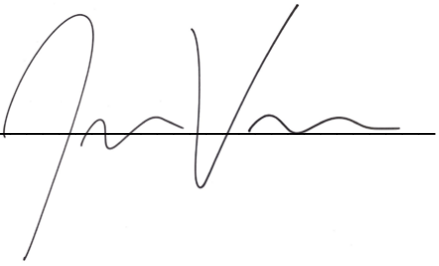
contemplated by this Agreement is an arm's length, commercial transaction between Client and the Placement Agent in which Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to Client; (ii) Placement Agent has not assumed any advisory or fiduciary responsibility to Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Raymond James has provided other services or is currently providing other services to Client on other matters); (iii) the only obligations Placement Agent has to Client with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) Client has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

7) Client should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, Client should be aware that the primary role of a placement agent is to arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the purchaser and that the Placement Agent has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, **the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to Client.** The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to Client.

9) No opinion or advice of Raymond James shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of Raymond James. Upon the completion of the financing, we will be entitled to advertise the transaction in publications and at times selected by us at our own expense.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

By: 

Confirmed and Acknowledged:

City of Chino

By: _____
Kim Sao, Director of Finance

Date: _____

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Issuance of Bonds for Community Facilities District (CFD) 2023-1 (Sage Cedar).

RECOMMENDATION

Adopt Resolution No. 2026-045 of the City Council of the City of Chino, acting as the legislative body for Community Facilities District No. 2023-1 of the City of Chino (the "District) approving the issuance of the bonds and the substantially final forms of the Preliminary Official Statement, Fiscal Agent Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement, and Appraisal Report (collectively, the "Bond Documents").

FISCAL IMPACT

1) The Preliminary Official Statement relates to limited obligation special tax bonds (the "Bonds") of the District. The Bonds will be special obligations of the District, payable solely from special taxes levied on the taxable property within the District, and amounts held by the Fiscal Agent under the Fiscal Agent Agreement. There are no City of Chino funds pledged to the repayment of the Bonds; and 2) there is no financial impact to the City in the approval of the Bond Counsel Agreement as the cost is paid from the Bond proceeds of the District contingent upon the Bonds being issued.

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

After receiving a petition from ARROYO CAP II-1, LLC (the "Merchant Builder"), the City Council initiated proceedings to form the District on April 18, 2023 with the adoption of Resolution Nos. 2023-023 and 2023-024 (the "Resolutions of Intention"). The Resolutions of Intention called for a public hearing on the formation of the District on June 6, 2023. Following the noticed public hearing, the City Council formed the District with the adoption of Resolution Nos. 2023-029 and 2023-030 and held an election on June 6, 2023 at which election the Merchant Builder, the qualified electors within the District, approved the establishment of the District, the Rate and Method of Apportionment, and the issuance of Bonds by the District in an amount not to exceed $17,000,000. On June 20, 2023 the City Council approved Ordinance No. 2023-013, which authorized the levy of the special taxes within the District in accordance with the Mello-Roos Act and the formation proceedings for the District that secure the payment of principal and interest with respect to the Bonds.

The property within the District is part of the City's Preserve Specific Plan (the "Specific Plan"), adopted on March 25, 2003 in conjunction with the City's General Plan Amendment 2000-02, and as amended several times thereafter. The District is comprised of approximately 23.60 gross acres (or approximately 18.46 net taxable acres) of land located at The Preserve at Chino near Pine Avenue in the City.

The District is planned for the development of 188 single-family attached condominium units being developed by The Developer is developing the District in two neighborhoods: "Sage Court" and "Cedar Row." The Sage Court neighborhood is planned to be developed into 112 single-family attached condominiums. The Cedar Row neighborhood is planned to be developed into 76 single-family attached condominiums.

As of June 1, 2026, of the 188 single-family attached condominiums planned to be developed within the District, 125 completed condominiums had been conveyed to individual homeowners and 63 completed condominiums were completed and owned by Tri Pointe. As of June 1, 2026, 19 of the remaining condominiums owned by the Developer were in escrow to individual homebuyers. Furthermore, as of June 1, 2026, Tri Pointe had obtained all building permits required to complete the development within the District

The Developer is now ready for the District to issue the Bonds pursuant to the terms of the Bond Documents to finance the infrastructure cost relating to the Project. (see attached map).

The City and the Developer have entered into an Acquisition Agreement, dated as of April 18, 2023 (the "Acquisition Agreement"), which provides, among other things, the means by which the Developer will construct the Facilities to be acquired with the proceeds of the Bonds and other bonds issued by the District on behalf of the Improvement Areas therein.

The Facilities eligible to be financed with the proceeds of the Bonds consist of backbone infrastructure needed for new development, such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure.

ISSUES/ANALYSIS

Staff has retained Urban Futures as the City's financial advisor; Raymond James, as the

underwriter; Webb Municipal Finance as the special tax consultant; BTI Appraisal as the appraiser; BNY Mellon as the fiscal agent; and the law firm of Stradling, Yocca, Carlson & Rauth as bond and disclosure counsel. The financing team has prepared the necessary documents to implement the issuance of the special tax bonds of the District.

The estimated Cost of Issuance (COI) and Underwriter's Discount for the proposed $11.295 million Community Facilities District No. 2023-1 Bonds total approximately $467,482.50 and are to be paid from bond proceeds contingent upon successful bond issuance. These costs reflect the standard services required to structure, market, and close the bonds and do not result in a financial obligation to the City should the bonds not close.

The following documents have been prepared for the District's approval and are available for review in the Finance Department:

1. Resolution No. 2026-045 of the City Council of the City of Chino, acting as the legislative body of Community Facilities District No. 2023-1 of the City of Chino, authorizing the preparation and distribution of a Preliminary Official Statement for the District, appointing a Fiscal Agent, and taking certain other actions in connection therewith;

2. The Preliminary Official Statement (P.O.S.) will serve as the District's disclosure document, which summarizes the legal documents and discloses all material financial and demographic information relating to the District and the Bonds. The underwriter will use the P.O.S. to generate investor interest in the Bonds;

3. The Fiscal Agent Agreement pursuant to which the Bonds will be issued and which establishes the District's obligations and the Bondholder's rights concerning the payment of the Bonds and the annual special tax levy and collection within the District;

4. Bond Purchase Agreement that will serve as the commitment by the underwriter to purchase the Bonds and the commitment by the District to sell the Bonds on the closing date to the underwriter, on the terms contained therein; and

5. Continuing Disclosure Agreement that will serve as the District's obligation to provide certain annual data regarding the District and its special tax levy and annual report, and to provide notice of certain events regarding the District to Bond investors and the marketplace; and

6. Appraisal Report is intended to be used to assist bond purchasers in reviewing the asset value of the taxable property within the District.

Copies of these documents are available for review in the Finance Department. It is anticipated that the Bonds will be sold and closed by July 30, 2026.

Attachments: Resolution No. 2026-045
Boundary Map
Bond Counsel Agreement

RESOLUTION NO. 2026-045

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR) OF THE CITY OF CHINO, AUTHORIZING THE ISSUANCE OF ITS 2026 SPECIAL TAX BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,000,000 AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (the "City Council," and sometimes referred to as the "legislative body of the District") of the City of Chino, California (the "City"), located in San Bernardino County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds by Community Facilities District No. 2023-1 (Sage Cedar) of the City of Chino (the "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, pursuant to a resolution adopted by the District on June 6, 2023, a bond proposition was submitted to the qualified electors within the District and was approved by more than two-thirds of the votes cast at the election held within the District of the District on June 6, 2023; and

WHEREAS, based upon the aforesaid resolutions and elections, the District is now authorized pursuant to the Act to issue bonds in an aggregate principal amount not to exceed $17,000,000; and

WHEREAS, the District expects to issue bonds in an aggregate principal amount not to exceed $12,000,000; and

WHEREAS, in order to effect the issuance of bonds in an aggregate principal amount not to exceed $12,000,000 to be designated as the "Community Facilities District No. 2023-1 (Sage Cedar) of the City of Chino 2026 Special Tax Bonds" (the "Bonds"), the legislative body of the District desires to approve the forms, and authorize the execution and delivery, of a Fiscal Agent Agreement, a Continuing Disclosure Agreement and a Bond Purchase Agreement for the Bonds; and

WHEREAS, in accordance with Government Code Section 53360.4, the legislative body of the District determines that a negotiated sale of the Bonds to Raymond James & Associates, Inc. (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement for the Bonds to be entered into by the District and the Underwriter (the "Bond Purchase Agreement") will result in a lower overall cost to the District than a public sale; and

WHEREAS, the legislative body of the District determines that it is prudent in the management of its fiscal affairs to issue the Bonds; and

WHEREAS, pursuant to Section 53345.8 of the Act and the District's Local Goals and Policies, unless the bonds are escrowed or otherwise credit enhanced, the District may sell bonds if the legislative body of the District determines prior to the award of the sale of such bonds that the value of the real property that would be subject to the special tax to pay debt service on the bonds will be at least four (4) times the principal amount of the bonds to be sold and the principal

amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on taxable property within the District; and

WHEREAS, the District desires to approve and authorize the distribution of a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Official Statement") in connection with the Bonds; and

WHEREAS, in connection with the formation of the District, the City and Tri Pointe Homes Holdings, Inc., a Delaware corporation (the "Developer") entered into an Acquisition Agreement, dated as of April 18, 2023 (the "Acquisition Agreement"); and

WHEREAS, the City and Developer desire to amend the description of eligible Facilities (as defined in the Acquisition Agreement) as set forth in Exhibits A and B to the Acquisition Agreement; and

WHEREAS, in accordance with the requirements of Section 53345.8 of the Act and the policies of the City, the legislative body of the District shall determine that the value of the real property in the District subject to the special tax to pay debt service on the Bonds (the "Taxable Property") be at least four (4) times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District; and

WHEREAS, BTI Appraisal (the "Appraiser"), a state-certified real estate appraiser as defined in Section 11340 of the California Business and Professions Code, has prepared an appraisal report of the Taxable Property, titled "Appraisal Report for Community Facilities District No. 2023-1 of the City of Chino Covering Tract 20312-1" (the "Appraisal"); and

WHEREAS, the Appraisal states that the appraised value of the Taxable Property within the District is $105,947,612, which is not less than four (4) times the sum of the maximum principal amount of the Bonds ($12,000,000) plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on the Taxable Property or a special assessment levied on the Taxable Property ($0); and

WHEREAS, set forth below are good faith estimates of Urban Futures Inc., the municipal advisor, as required under Section 5852.1 of the California Government Code (the "Code"). The following estimates have no bearing on, and should not be misconstrued as, any not to exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Bonds is estimated at 4.9409% calculated as provided in Section 5852.1(a)(1)(A) of the Code.

(b) The finance charge of the Bonds, including all fees and charges paid to third parties, is estimated at $467,483.

(c) Proceeds of the Bonds received by the District for the sale of the Bonds are equal to $10,331,496.

(d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at $21,302,631.

The foregoing estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CHINO, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR) OF THE CITY OF CHINO, AS FOLLOWS:

Section 1. Each of the above recitals is true and correct, as is each of the findings and determinations set forth therein, and each of said recitals, findings and determinations is adopted by the legislative body of the District.

Section 2. The issuance of the Bonds in an aggregate principal amount not to exceed $12,000,000 is hereby authorized; and the exact principal amount to be issued shall be determined by the officer signing the Bond Purchase Agreement in accordance with Section 5 below. The Bonds shall mature on the dates and bear interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 5 hereof. The Bonds shall be governed by the terms and conditions of the Fiscal Agent Agreement between the District and The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent") dated as of July 1, 2026 (the "Fiscal Agent Agreement"). The Fiscal Agent Agreement shall be executed by one or more of the Mayor, City Manager or Director of Finance of the City (collectively, the "Authorized Officers") and attested to by the City Clerk, substantially in the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary (a) to cure any ambiguity or defect therein, if such addition or change does not materially alter the substance or content thereof, (b) to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 4 hereof, or (c) to conform any provisions therein to the Bond Purchase Agreement or the Official Statement delivered to the purchasers of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by one or more Authorized Officers. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Fiscal Agent Agreement.

Section 3. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Clerk, and by the Fiscal Agent for the Bonds.

Section 4. The covenants set forth in the Fiscal Agent Agreement are hereby approved and shall be deemed to be covenants of the City Council, in its capacity as the legislative body of the District, and shall be complied with by the District and its officers.

Section 5. The form of the Bond Purchase Agreement presented at this meeting and the sale of the Bonds pursuant thereto are hereby approved, provided that the true interest cost on the Bonds does not exceed 6.00% and the discount at which the Underwriter purchases the Bonds (exclusive of original issue discount) does not exceed 1.35% of the principal amount thereof. Any one of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement, with such additions thereto and changes therein as the officer executing it may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. Each of the Mayor, or his designee, and the City Manager, or her designee, or the Director of Finance, or her designee, is authorized to determine the day on which the Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the District and may reject any terms presented by the Underwriter if determined not to be in the best interest of the District.

Section 6. The form of the Continuing Disclosure Agreement presented at this meeting is hereby approved; and any one of the Authorized Officers is hereby authorized and directed to

execute the Continuing Disclosure Agreement in the form hereby approved, 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 Continuing Disclosure Agreement.

Section 7. The form of Amendment to the Acquisition Agreement presented at this meeting is hereby approved; and any one of the Authorized Officers is hereby authorized and directed to execute the Amendment to the Acquisition Agreement in the form hereby approved, 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 Amendment to the Acquisition Agreement.

Section 8. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof is hereby approved, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 9. The preparation and delivery of the Official Statement, and its use in connection with the offering and sale of the Bonds is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the District, to execute the final Official Statement and any amendment or supplement thereto.

Section 10. The Director of Finance, or her designee, is authorized to provide for all services necessary to effect the issuance of the Bonds. Such services shall include, but not be limited to, obtaining legal services, fiscal agent services and any other services deemed appropriate by the Director of Finance, or her designee. The Director of Finance, or her designee, is authorized to pay for the cost of such services, together with other costs of issuance for the Bonds from the proceeds of the Bonds.

Section 11. The Mayor, City Manager, Director of Finance and the officers and staff of the City and the District who are responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and to execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the Bonds as described in the Fiscal Agent Agreement. Any document authorized herein to be signed by the City Clerk may be signed by a duly-appointed deputy city clerk or assistant city clerk.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 7th day of July 2026.

CITY COUNCIL OF THE CITY OF CHINO

By:_____
Eunice M. Ulloa,
Mayor of the City of Chino

ATTEST:

_____
Natalie Gonzaga
City Clerk of the City of Chino

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

_____

NATALIE GONZAGA, CITY CLERK

Conformed Copy

SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR)
CITY OF CHINO
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR) OF THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHINO AT A REGULAR MEETING THEREOF, HELD ON THE 19 DAY OF April, 2023, BY IT'S RESOLUTION NO. 2023-023.

ngamaga
CITY CLERK, CITY OF CHINO

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CHINO THIS 26 DAY OF April, 2023.

BY: ngamaga
CITY CLERK, CITY OF CHINO

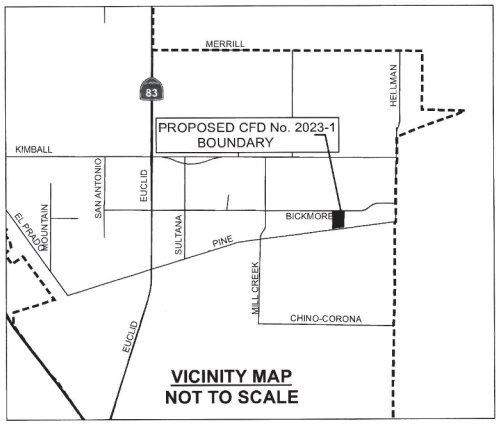
SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2023-0099832 THIS 26th DAY OF APRIL, 2023, AT 11:07 P M., IN BOOK 91 OF Boundary Map AT PAGE 9, AT THE REQUEST OF CITY OF CHINO IN THE AMOUNT OF $ 11.00.

Chris White
ASSESSOR-RECORDER-COUNTY CLERK
~~COUNTY OF~~ SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER





VICINITY MAP
NOT TO SCALE

LEGEND

———	PROPOSED CFD BOUNDARY
———	PARCEL BOUNDARY
XXXX-XXX-XX-XXXX	ASSESSOR'S PARCEL NUMBER (APN)

N

0 500 1,000
Feet

Webb MUNICIPAL FINANCE

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 2022-2023.

M:\GIS-Assessment\Chino\CFD_2023-1_(Sage Cedar).mxd

BOND COUNSEL AGREEMENT

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (SAGE CEDAR)
OF THE CITY OF CHINO 2026 SPECIAL TAX BONDS

THIS AGREEMENT, made as of this __ day of June, 2026, by and between the CITY OF CHINO, a public body organized and existing under the laws of the State of California (herein the "City") and STRADLING YOCCA CARLSON & RAUTH, a professional corporation (herein "Bond Counsel"):

R E C I T A L S :

A. The City desires to issues bonds of Community Facilities District No. 2023-1 (Sage Cedar) of the City of Chino (the "District") formed pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Division 2, Title 5 (commencing at Section 55312) of the Government Code of the State of California, to finance the acquisition and construction of certain capital improvements for the District; and

B. The City desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, for financing the acquisition and construction of said capital improvements, and to act as disclosure counsel ("Disclosure Counsel") upon the terms described below; and

C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

I. Bond Counsel Services

1. The City retains Bond Counsel to provide and Bond Counsel will provide legal services in connection with the issuance of bonds by the District in connection with the financing described above (hereinafter called "Bonds").

The work shall include for the District, but not be limited to, the drafting of all resolutions, notices and documents relating to the issuance of Bonds and the rendering of a legal opinion (hereinafter called "the opinion") pertaining to the issuing of the Bonds to the effect that:

(a) The Bonds have been properly authorized and issued and are valid and binding obligations;

(b) The essential sources of security for the Bonds have been legally provided;

(c) All interest on the Bonds is exempt from federal and State income taxation; and

Bond Counsel's services will also include compiling a sufficient record justifying the opinion by:

(a) Researching applicable laws relating to the proposed Bond issue;

(b) Participating with any financial advisors, underwriters or other experts retained by the City in structuring the issuance of the Bonds;

(c) Supervising and preparing documentation of all steps to be taken through the issuance of the Bonds including:

(i) Assisting in planning of the financing schedule;

(ii) Drafting all resolutions, notices, trust agreements, and other legal documents required for the financing, and all other basic documents relating to the security of the Bonds, in consultation with City, its counsel, financial advisors, underwriters and other experts;

(iii) Assisting in the preparation of the official statement and supporting documentation relating to the offering for sale of the Bonds;

(iv) Reviewing the bond purchase contract and participating in the related negotiations;

(v) Attending informational meetings and other conferences scheduled by the City, the financial advisors or the underwriter;

(vi) Consulting with prospective purchasers, their legal counsel and rating agencies, if any;

(vii) Consulting with counsel to City concerning any legislation or litigation during the course of the financing;

(viii) Consulting with the trustee, if any, and counsel to the trustee;

(ix) Preparing the form of the Bonds, and supervising their production or printing, signing, authentication and delivery;

(x) Rendering the final approving opinion as to the validity of the Bonds for use and distribution upon their issuance; and

(xi) Preparing transcripts of the proceedings.

2. City agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Bradley R. Neal and Carol Lew.

3. For the services to be rendered, the City agrees to pay a fee of $50,000. Said fee shall be paid upon the successful sale of the Bonds to which it relates and shall be payable from the Bond proceeds.

4. In the event Bond Counsel is requested to perform additional work outside of its services as Bond Counsel, such as registration of the Bonds in States other than California (Blue Sky), litigation or other work, Bond Counsel will be paid additional compensation therefor at the customary hourly rate of the attorney performing such services; provided, however, there shall be no additional compensation due Bond Counsel under this paragraph without the prior approval of City.

5. In addition to the foregoing, Bond Counsel shall be reimbursed by City for the actual cost, excluding any indirect cost, such as Bond Counsel's overhead, of any out-of-pocket expenses reasonably incurred by Bond Counsel in the course of this employment, such as reproduction and printing costs, filing fees, express mail, long distance telephone calls, travel, messenger services and other document delivery services, and similar items of expense incurred by Bond Counsel. Said costs will be paid at closing based upon the estimated costs incurred to date of closing and to be incurred after closing. In the event Bonds are not issued and the proceedings are abandoned, the above costs shall be paid following the abandonment. Notwithstanding the foregoing, such costs shall not exceed $3,000.

6. It is recognized by the parties that Bond Counsel may, from time to time, have clients with interests adverse to City. Bond Counsel reserves the right to represent said clients except on matters relating to the issuance and sale of the Bonds.

7. As a matter of disclosure required by State Law, Bond Counsel hereby represents that it carries malpractice insurance.

II. Disclosure Counsel Services

1. *Scope of Services*

City hereby retains Disclosure Counsel to act as disclosure counsel in connection with the issuance of the Bonds. Disclosure Counsel will: (1) prepare the Preliminary Official Statement, final Official Statement and Continuing Disclosure Agreement for the Bonds, (2) render to the City and Raymond James & Associates, Inc. (the "Underwriter") as the purchaser of the Bonds an opinion to the effect that (a) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (b) based upon the information made available to Disclosure Counsel in the course of its participation in the preparation of the Official Statement and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, but based on the basis of its participation in conferences with representatives of the City, the City Attorney, the Underwriter and others, and its examination of certain documents, nothing has come to its attention which would lead it to believe that the Official Statement, as of its date and as of the date of issuance of the Bonds, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any appendices and any other financial and statistical data contained in the Official Statement); and (3) attend meetings with City staff, the Underwriter or other experts retained by City in structuring the sale, execution and delivery of the Bonds;

2. *Special Services*

Special Services are defined as services in addition to the scope of the services defined in Section II(1) under Disclosure Counsel Services. Special Services will include, but not be limited to, services rendered after the issuance of the Bonds, such as work related to future disclosure service; litigation; amendment of bond documents or agreements; and special studies or analyses. Special Services shall be undertaken only at the request of the City Manager.

3. *Contract Administration*

This contract shall be administered by the City Manager or his designee. The City Manager, or his designee, will provide overall coordination and guidance of the services to be performed hereunder and will address policy issues as necessary and appropriate.

4. *Assignment of Named Individuals*

City agrees to accept, and Disclosure Counsel agrees to provide, the aforementioned services primarily through Bradley R. Neal. City reserves the right to review and approve all staff changes proposed by Disclosure Counsel which will affect key personnel and positions assigned to provide services to City under this Agreement. City's approval of such staff changes shall not be unreasonably withheld.

5. *Compensation*

(a) For the services to be rendered under Section II(1) of Disclosure Counsel Services, City agrees to pay Disclosure Counsel for each series a fee of $25,000.

(b) For the satisfactory performance of the Special Services specified in Section (2) of Disclosure Counsel Services, City shall pay Disclosure Counsel as compensation a fee based upon the actual hours spent by Disclosure Counsel. Rates for Special Services of Disclosure Counsel shall be paid by City in accordance with Exhibit A attached hereto and incorporated herein.

(c) All fees to be paid to Disclosure Counsel by City for services rendered under Section II(a) of Disclosure Counsel Services are to be billed upon the sale, execution and delivery of the series of Bonds to which it relates and will be payable from Bond proceeds.

(d) In addition to the fees set forth in (a) and (b) above, Disclosure Counsel shall be reimbursed by City for the actual cost of any out-of-pocket expenses reasonably incurred by Disclosure Counsel in the course of its employment, such as document reproduction, overnight delivery and messenger charges, telecommunications charges, printing costs, filing fees, long-distance telephone calls, travel at the request of City, and similar items of expense incurred by Disclosure Counsel with respect to third parties who are not parties to this Agreement. The expenses shall be paid from Bond proceeds, unless the sale of the Bonds is abandoned in which case, expenses shall be paid by City following abandonment of the issuance of the Bonds.

6. *Notices*

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to City or Bond/Disclosure Counsel at the addresses below, or at any other address City or Bond/Disclosure Counsel shall provide in writing to each other:

(a) If to City:

City of Chino
City Manager
13220 Central Avenue
Chino, CA 91710

(b) If to Bond/Disclosure Counsel:

Bradley R. Neal, Esq.
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6441

7. *Assignment*

(a) No part of this Agreement or any right or obligation arising from it is assignable without City's written consent.

(b) Any attempt by Bond/Disclosure Counsel to assign or subcontract services relating to this Agreement without City's consent shall constitute a material breach of this Agreement.

(c) However, Bond/Disclosure Counsel may retain consultants and experts as Bond/Disclosure Counsel deems appropriate after receiving City's written approval.

8. *Consent to Other Representations*

Disclosure Counsel and Bond Counsel have advised City that Disclosure Counsel and Bond Counsel act as legal counsel to the Underwriter on matters unrelated to the Bonds. City hereby consents to Disclosure Counsel's and Bond Counsel's representation of (a) the Underwriter on financings other than the Bonds; and (b) other underwriters who may be engaged by City from time to time (but not in matters related to any financing in which Bond/Disclosure Counsel has been retained by City or in matters adverse to City). City acknowledges that Disclosure Counsel and Bond Counsel are providing notice of their representation of the Underwriter pursuant to Rule 3-310 of the California Rules of Professional Conduct.

9. *Termination*

This Agreement may be terminated without cause by City or Bond/Disclosure Counsel upon thirty (30) days' advance written notice to the other party or may be terminated immediately by City upon determination of non-compliance by Bond/Disclosure Counsel with the terms of this Agreement.

Such notification shall state the effective date of the termination of this Agreement and, if done by City for cause, shall state the reason(s) for the termination.

Upon receiving a notice of termination, Bond/Disclosure Counsel shall take immediate steps to reduce the incurrence of costs. Bond/Disclosure Counsel shall be entitled to payment for all satisfactory work performed and all uncancellable obligations allowable under the terms of this Agreement incurred up to the effective date of termination in an amount based on the hourly rates set forth in Exhibit A, but, not to exceed the amount allowable under this Agreement. In addition, all documents and materials relating to this Agreement, produced by Bond/Disclosure Counsel, and/or obtained by it or on behalf of City shall, at the option of City, become the property of City.

10. *Complete Agreement*

This Agreement shall constitute the complete and exclusive statement of understanding between City and Bond Counsel and Disclosure Counsel which supersedes all previous written or oral agreements, and all prior communications between the parties.

IN WITNESS WHEREOF, as of the date first hereinabove written, City has caused this instrument to be executed by the City Manager and the City Clerk of the City of Chino, and Bond Counsel and Disclosure Counsel have caused this instrument to be executed on its behalf and in its name by an authorized officer of Bond/Disclosure Counsel.

CITY OF CHINO

By: _____
City Manager of the City of Chino

ATTEST:

_____
City Clerk of the City of Chino

STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation

By: _____
Bradley R. Neal

EXHIBIT A

RATES FOR SPECIAL SERVICES

Shareholders	$550.00
Associates	$290.00
Paralegals	$170.00

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **KEVIN MENSEN, CHIEF OF POLICE**

SUBJECT

Introduction Ordinance 2026-010 adding Chapter 9.90 to the Chino Municipal Code.

RECOMMENDATION

Approve the introduction of Ordinance 2026-010, adding Chapter 9.90 to the CMC prohibiting the sale of flavored tobacco products, nitrous oxide products, and certain kratom products within the City of Chino, to be read by number and title only, and waiving future readings; and provide direction to staff regarding implementation, public education, and enforcement strategies associated with the ordinance.

FISCAL IMPACT

There is no immediate fiscal impact associated with this report.

Future costs associated with education materials, compliance inspections, and enforcement activities would be evaluated during implementation and incorporated into future budget considerations if necessary.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The use and availability of flavored tobacco products, nitrous oxide products, and kratom products have become increasing public health and safety concerns throughout California and across the nation. These products are frequently marketed in ways that appeal to youth and young adults and have been associated with nicotine addiction, substance abuse, and other harmful health consequences.

In response to growing public concern and statewide trends, many California cities have adopted local ordinances regulating or prohibiting the sale of flavored tobacco products and other substances associated with youth access and recreational misuse.

The proposed ordinance would establish a comprehensive regulatory framework within the City of Chino prohibiting the sale of flavored tobacco products, restricting the sale and distribution of nitrous oxide and nitrous oxide devices, and regulating kratom and 7-hydroxymitragynine (7-OH) products. The ordinance is intended to protect public health and safety, reduce youth access to addictive products, and provide local enforcement authority consistent with state law.

ISSUES/ANALYSIS

The proposed ordinance would establish local regulations governing flavored tobacco products, nitrous oxide products, and kratom products. The ordinance is intended to reduce youth access to addictive substances, address public health and safety concerns associated with recreational misuse, and provide the City with clear enforcement authority.

Key provisions include prohibiting the sale of flavored tobacco products and tobacco flavor enhancers; restricting the sale and distribution of nitrous oxide products except for legitimate medical, culinary, industrial, pharmaceutical, and automotive uses; and establishing age restrictions and product standards for kratom and 7-hydroxymitragynine (7-OH) products. The ordinance would also prohibit the sale of oil burners commonly associated with illicit drug use.

The ordinance authorizes administrative, civil, and criminal enforcement remedies, including administrative citations, business license actions, and nuisance abatement proceedings. Staff anticipates prioritizing education and voluntary compliance during the initial implementation phase while coordinating enforcement efforts among the Police Department, Code Enforcement, and the City Attorney’s Office.

Attachment: Draft Ordinance 2026-010

ORDINANCE NO. 2026-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADDING CHAPTER [9.90] ("FLAVORED TOBACCO; NITROUS OXIDE; KRATOM PRODUCTS") TO TITLE [9] ("PUBLIC PEACE, MORALS AND WELFARE") OF THE CHINO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO, NITROUS OXIDE, AND KRATOM PRODUCTS WITHIN THE CITY OF CHINO

WHEREAS, pursuant to the authority granted to the City of Chino ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate matters affecting public health, welfare, and safety within the City; and

WHEREAS, under Federal and State law, the City is authorized to regulate the sale of tobacco products and related retail products; and

WHEREAS, a primary mission of the City Council is to preserve public health and safety, and the sale of flavored tobacco products, nitrous oxide, and certain kratom products presents a significant threat to public health and safety; and

WHEREAS, according to the World Health Organization (WHO), tobacco-related use causes more than 8 million deaths per year worldwide, making it one of the most significant preventable public health threats; and

WHEREAS, the California Legislature has recognized the danger of tobacco use and has made reducing youth access to tobacco products a high priority, declaring that smoking is the single most important source of preventable disease and premature death in California (CA Health & Safety Code § 104350(a)(1); and

WHEREAS, in 2020, the California Legislature enacted Senate Bill 793 ("SB 793"), which prohibits the sale of flavored tobacco products to persons under 21 years of age, and permits local agencies to adopt and implement local ordinances that impose greater restrictions on access to tobacco products; and

WHEREAS, flavored tobacco products, including menthol, fruit, candy, and dessert flavors, including flavored electronic smoking devices, are attractive to youth and increase the likelihood of nicotine addiction; and

WHEREAS, nitrous oxide is an odorless, colorless gas sometimes used in medical or dental procedures, industrial processes, and as a food propellant, but is also subject to recreational misuse and abuse; and

WHEREAS, recreational misuse of nitrous oxide can cause severe vitamin deficiencies, neurological damage, paralysis, and death; and

WHEREAS, possession of nitrous oxide with the intent to breathe, inhale, or ingest for the purpose of causing intoxication is a misdemeanor under California Penal Code § 381(b); and

WHEREAS, selling, furnishing, administering, distributing, or giving away nitrous oxide, or offering to do so, to a person under 18 years of age is a misdemeanor under California Penal Code § 381(c);

WHEREAS, despite state regulations, nitrous oxide is often sold in small canisters or devices that are not reasonably intended for legitimate medical, industrial, or culinary purposes, and are instead marketed in ways that facilitate recreational misuse often in brightly colored canisters; and

WHEREAS, kratom (Mitragyna speciosa) is a tropical plant whose leaves and extracts contain psychoactive compounds, including mitragynine and 7-hydroxymitragynine (7-OH), which are often consumed in powdered or extract form to produce stimulant, sedative, and opioid-life effects; and

WHEREAS, numerous local governments across California and the United States have adopted regulations or prohibitions on flavored tobacco, nitrous oxide, and kratom products to protect public health and safety; and

WHEREAS, the City of Chino desires to adopt reasonable regulations prohibiting the sale of flavored tobacco products, nitrous oxide, and kratom products in order to protect public health, reduce youth access, and deter harmful business practices; and

WHEREAS, prior to adoption, the City provided all required public notice and conducted a duly noticed public hearing at which members of the public were given the opportunity to comment;

WHEREAS, all prerequisites to the adoption of this Ordinance have occurred.

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. The Chino Municipal Code is hereby amended to add a new Chapter [9.90] ("Flavored Tobacco; Nitrous Oxide; Kratom Products") to Title [9] ("Public Peace, Morals and Welfare") to state, in full, as follows:

"CHAPTER [9.90]: FLAVORED TOBACCO; NITROUS OXIDE; KRATOM PRODUCTS

Sections:

9.90.010 - Definitions.

For purposes of this Chapter, unless otherwise apparent from the context, certain words and phrases used in this Chapter are defined as follows:

A. "7-OH product" means a product containing 7-hydroxymitragynine.

B. "Attractive to children" means any of the following:

1. Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:

a) Cartoons, toys, or robots.

b) Any real or fictional humans.

c) Fictional animals or creatures.

d) Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

2. Likeness to images, characters, or phrases that are popularly used to advertise to children.

3. Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.

4. Use of the terms “candy” or “candies” or variants in spelling such as “kandy” or “kandee.”

5. Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.

6. Any packaging or labeling that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.

7. Anything else that is attractive to children in light of all relevant facts and circumstances.

C. “Characterizing Flavor” means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

D. “Flavored Tobacco Product” means any tobacco product that imparts a Characterizing Flavor.

E. “Kratom leaf” means the leaf of the kratom plant, also known as Mitragyna speciosa, in any form.

F. “Kratom leaf extract” means material obtained by extraction of kratom leaf, kratom leaf extract, or both.

G. “Kratom product” means a product consisting of kratom leaf, kratom leaf extract, or both.

H. “Labeling” means written, printed, or graphic matter upon any Tobacco Product, Nitrous Oxide Device, or any kratom product, or any of its packaging, or accompanying such product.

I. “Nitrous Oxide” means the colorless, nonflammable gas sometimes identified as N_2O, which is used in aerosols and sometimes used as an anesthetic, and which, when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter and often used as an anesthetic in dentistry. Nitrous oxide is often informally or colloquially referred to as “laughing gas,” “NOX,” “Galaxy Gas,” “whippits,” and similar terms.

J. “Nitrous Oxide Device” means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense, or administer nitrous oxide.

K. “Oil Burner” means a glass smoking device that allows users to inhale vaporized oils or other concentrates.

L. “Package” or “Packaging” means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

M. “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

N. “Sale” or “Sell” means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

O. “Tobacco Product” means:

1. any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.

2. any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

3. notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

P. “Tobacco Product Flavor Enhancer” means a product designed, manufactured, produced, marketed, or sold to provide a characterizing flavor when added to a tobacco product.

Q. “Tobacco Retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

R. “Total kratom alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

9.90.020 – Sale of Flavored Tobacco Products Prohibited.

A. It shall be a violation of this Chapter for any person to sell or offer for sale, to display for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product or tobacco product flavor enhancer.

B. There shall be a rebuttable presumption that a Tobacco Retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.

C. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a Tobacco Retailer, manufacturer, or any employee or agent of a Tobacco Retailer or manufacturer has:

1. made a public statement or claim that the tobacco product imparts a Characterizing Flavor;

2. used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a Characterizing Flavor; or

3. taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a Characterizing Flavor.

9.90.030 – Sale of Oil Burners Prohibited

A. It shall be a violation of this Chapter for any Tobacco Retailer or any of the Tobacco Retailer's agents or employees to sell or offer for sale, to display for sale, or to possess with intent to sell or offer for sale, any oil burners or colored glass oil burner pipes.

9.90.040 – Sale or Distribution of Nitrous Oxide Prohibited

A. Except as otherwise authorized by law or allowed under this Chapter, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute or otherwise provide Nitrous Oxide, a Nitrous Oxide Device, or any device that contains any quantity of Nitrous Oxide.

B. This Section does not prohibit the sale, attempt to sell, offer for sale, permit to be sold, display for sale, distribution, or any other manner of providing Nitrous Oxide or a Nitrous Oxide Device, in the following circumstances:

1. If the nitrous oxide is contained in a food product for use as a propellant.

2. If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, for uses similar to those described in subsection (D) of Section 9.90.050, provided the wholesaler does not know or have reason to know that the recipient intends to use the Nitrous Oxide or Nitrous Oxide Device in violation of subsection (A) above.

3. If the Nitrous Oxide or Nitrous Oxide Device being sold or offered is specifically designed for use in a vehicle to enhance the performance of the vehicle.

4. If the Nitrous Oxide is being sold or offered specifically for the purpose of providing medical or dental care, by or at the direction of, and under the supervision of, a medical or dental practitioner licensed by the State of California, and in accordance with all applicable rules and regulations.

5. If the Nitrous Oxide or Nitrous Oxide Device is being sold, attempted to be sold, offered, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy as defined by Sections 4030, 4036, and 4037 of the California Business & Professions Code, as may be amended, in the course of their duties as a pharmacist or pharmacist intern, or by wholesalers licensed by the Board of Pharmacy.

6. Any other circumstances exempted under law.

9.90.050 — Prohibition on Sale and Distribution of Kratom and 7-OH Products

A. Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute, or otherwise provide to any person a kratom product or 7-OH product to any person under 21 years of age.

B. Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute, or otherwise provide to any person a kratom product or 7-OH product with a level of 7-OH that is greater than 2 percent of the total kratom alkaloids in the product.

C. Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute, or otherwise provide to any person a kratom product or 7-OH product that is attractive to children.

D. No person or entity shall offer for sale any kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents.

9.90.060 — Violations and Penalties

A. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

B. Any person violating any provision of this Chapter shall be guilty of a misdemeanor, as defined by Section 1.12.010 of the Chino Municipal Code, for each day such violation continues.

C. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

D. Any person violating the provisions of this Chapter shall also be liable for civil penalties of not less than two hundred fifty dollars ($250) and not exceeding one thousand dollars ($1,000) for each day the violation continues, and may also be subject to administrative citations and civil fines pursuant to Chapter 1.15 of the Chino Municipal Code.

E. A violation of this Chapter shall additionally be grounds for revocation of a business license, if applicable, pursuant to the relevant licensing provisions of the Chino Municipal Code.

F. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

G. In addition to the penalties provided by this Chapter, any condition caused, maintained, allowed, or permitted to exist in violation of any provision of this Chapter shall be deemed a public nuisance and may be abated by the City through all legal means available, including but not limited to injunctive relief, as provided by Section 1.12.010 of the Chino Municipal Code."

SECTION 3. Section 20.24.020 ("Definitions") of the Chino Municipal Code is hereby revised as follows (additions in underline; deletions in ~~strikethrough~~):

"*Hookah bar.* An establishment where patrons communally smoke ~~flavored~~ tobacco~~.~~ or other legal substances through a water pipe."

SECTION 4. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) in that the Ordinance is not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will the proposed changes have the potential for causing a significant effect on the environment. Additionally, the proposed action is not a "project" under State CEQA Guidelines Section 15378(b)(5), which excludes the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment," as this Ordinance is not anticipated to result in a direct or indirect physical change in the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this

Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

SECTION 7. Certification. The City Clerk of the City of Chino 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 ___ day of _____, 2026

_____
Eunice M. Ulloa, Mayor

ATTEST:

_____
City Clerk

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

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

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

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Cooperation Agreement with the County of San Bernardino for Housing and Urban Development Community Planning and Development Grants.

RECOMMENDATION

1) Adopt Resolution No. 2026-041 approving the Cooperation Agreement between the City of Chino and the County of San Bernardino for Housing and Urban Development Community Planning and Development grants for Program Years 2027-28, 2028-29, and 2029-30, including one automatic three-year renewal for Program Years 2030-31, 2031-32, and 2032-33, unless terminated in accordance with the agreement; 2) approve the accompanying Community Development Block Grant City-County Delegate Agency Agreement; and 3) authorize the City Manager or designee, to execute all related documents.

FISCAL IMPACT

The net fiscal impact over the three-year term of this agreement is difficult to quantify. The City will recognize a reduction in CDBG administrative funds, however, will benefit from increased funding opportunities to HOME and ESG-funded programs such as the County's rapid-rehousing program.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino currently receives Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) as an entitlement community but does not receive direct HOME Investment Partnerships Program (HOME) or Emergency Solutions Grant (ESG) allocations.

San Bernardino County qualifies as a HUD Urban County and receives direct CDBG, HOME, and ESG funding. The proposed Cooperation Agreement would allow Chino to participate in the County's Urban County program beginning in Program Year 2027–28. Under the agreement, the County would administer the City's HUD Community Planning and Development grants, including CDBG, and provide access to County-administered HOME and ESG resources.

Information on the Urban County program was shared with the City Council Housing Committee at their April meeting.

ISSUES/ANALYSIS

Participation in the Urban County program would shift primary HUD program administration responsibilities from the City to the County. The County would be responsible for preparing and submitting required HUD planning and reporting documents, including the Consolidated Plan, Annual Action Plans, Citizen Participation Plan, Consolidated Annual Performance and Evaluation Reports (CAPERs), and related documents. The County would also provide technical assistance, compliance support, and oversight for City-implemented CDBG projects including consultant support to ensure compliance with federal prevailing wage requirements.

Although the County would become the formal grantee and administrator, and the County Board of Supervisors would retain final authority over the disposition and distribution of funds, the Cooperation Agreement preserves meaningful local input over Chino's priorities. The Cooperation Agreement provides that, to the greatest extent feasible, CDBG funds will be allocated to the City based on proportional demographics for eligible activities and projects prioritized by the City. Staff anticipate that the City Council would continue to review and approve proposed CDBG projects and public service allocations before those recommendations are submitted to the County.

The City would remain responsible for selecting local projects and programs, implementing approved CDBG-funded activities, tracking outcomes for reporting purposes, and complying with applicable federal requirements. County authorization would be required before funds are obligated or project costs are incurred.

Additionally, participation in the Urban County program would provide the City with access to County-administered HOME and ESG resources. HOME funds would not be guaranteed, but eligible affordable housing projects could compete for funding through the County's local Notice of Funding Availability process. Chino residents and service providers may also benefit from County ESG-funded homelessness programs, which include homelessness prevention, rapid rehousing, emergency shelter, street outreach, and related services.

The primary benefit of participating in the Urban County program is reduced administrative burden. The City would no longer be responsible for preparing its HUD Consolidated Plan, Annual Action Plans, CAPERs, and related entitlement documents. The City may also benefit

from the County's experience administering HUD programs and the efficiencies of a larger regional program.

The primary drawback of participating in the Urban County program is reduced direct control. During the term of the Cooperation Agreement, Chino would no longer receive its CDBG allocation directly from HUD, and City-prioritized projects would be subject to County approval. However, the City would continue to identify local funding priorities.

The Cooperation Agreement covers Program Years 2027-28 through 2029-30 and automatically renews for one additional three-year period, through Program Year 2032-33, unless either the City or County elects to terminate at the conclusion of the initial three-year term. The Cooperation Agreement may not be terminated during the term.

Staff believes that participation in the Urban County program will provide administrative efficiencies and regional funding opportunities that support the City's housing, community development, and homelessness response goals. The Cooperation Agreement has been reviewed and approved by the City Attorney's Office.

If approved, the City's CDBG allocation would be administered through the County's Urban County program beginning in Program Year 2027-28. The County may use allowable planning and administrative fees and project implementation fees for program administration.

The City would continue to incur staff costs associated with local project selection, public service funding recommendations, project implementation, reporting, reimbursement processing, and compliance. Eligible administrative and project delivery costs may be reimbursable with CDBG funds, subject to program requirements and approval.

Attachment – Resolution 2026-041

RESOLUTION NO. 2026-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING A COOPERATION AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR HOUSING AND URBAN DEVELOPMENT COMMUNITY PLANNING AND DEVELOPMENT GRANTS FOR PROGRAM YEARS 2027-28, 2028-29, AND 2029-30, INCLUDING ONE AUTOMATIC THREE-YEAR RENEWAL FOR PROGRAM YEARS 2030-31, 2031-32, AND 2032-33, AND APPROVING THE ACCOMPANYING COMMUNITY DEVELOPMENT BLOCK GRANT CITY-COUNTY DELEGATE AGENCY AGREEMENT

WHEREAS, the United States Department of Housing and Urban Development ("HUD") provides Community Planning and Development grant funds to eligible jurisdictions, including Community Development Block Grant ("CDBG"), HOME Investment Partnerships Program ("HOME"), and Emergency Solutions Grant ("ESG") funds; and

WHEREAS, the City of Chino ("City") is currently a CDBG entitlement community and receives CDBG funds directly from HUD; and

WHEREAS, the City is not currently a HOME participating jurisdiction and does not receive ESG funds directly from HUD; and

WHEREAS, San Bernardino County ("County") is a qualified Urban County for purposes of receiving and administering HUD Community Planning and Development grant funds; and

WHEREAS, HUD requires Urban Counties to periodically requalify and to enter into cooperation agreements with participating cities in order to administer HUD Community Planning and Development grant programs within those jurisdictions; and

WHEREAS, the County has invited the City to participate in the County's Urban County program beginning with Program Year 2027-28 through a Cooperation Agreement for Housing and Urban Development Community Development and Planning Grants; and

WHEREAS, the proposed Cooperation Agreement would authorize the County to administer HUD Community Planning and Development grant funds on behalf of the City for Program Years 2027-28, 2028-29, and 2029-30, beginning July 1, 2027, and would automatically renew for one additional three-year Urban County qualification period covering Program Years 2030-31, 2031-32, and 2032-33, unless terminated in accordance with the agreement; and

WHEREAS, under the proposed Cooperation Agreement, the County would be responsible for preparing and submitting required HUD planning and reporting documents, including the County Consolidated Plan, Annual Action Plans, Citizen Participation Plan, and related HUD submissions; and

WHEREAS, the proposed Cooperation Agreement provides that, to the greatest extent feasible, CDBG funds will be allocated by the County to the City based on proportional demographics for

eligible activities and projects prioritized by the City, subject to the County's final authority over the disposition and distribution of funds; and

WHEREAS, the proposed Cooperation Agreement would also allow the City to participate in the County's HOME and ESG programs, providing potential access to County-administered affordable housing and homelessness resources; and

WHEREAS, the proposed Community Development Block Grant City-County Delegate Agency Agreement would allow the City to continue implementing approved CDBG-funded projects and programs within the City, subject to County authorization, oversight, reimbursement procedures, and applicable federal requirements; and

WHEREAS, the City Council desires to approve the Cooperation Agreement and accompanying Delegate Agency Agreement in order to reduce administrative burden, improve coordination with the County, preserve meaningful local input regarding CDBG priorities, and expand access to County-administered housing and homelessness resources.

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City Council hereby approves the Cooperation Agreement between the City of Chino and the County of San Bernardino for Housing and Urban Development Community Development and Planning Grants for Program Years 2027-28, 2028-29, and 2029-30, including one automatic three-year renewal for Program Years 2030-31, 2031-32, and 2032-33, unless terminated in accordance with the agreement.
3. The City Council hereby approves the accompanying Community Development Block Grant City-County Delegate Agency Agreement, which establishes the process by which the City may implement approved CDBG-funded projects and programs under the County's Urban County program.
4. The City Manager, or designee, is hereby authorized to execute the Cooperation Agreement, the Community Development Block Grant City-County Delegate Agency Agreement, and any related documents necessary to effectuate the City's participation in the County's Urban County program, subject to review and approval as to form by the City Attorney.
5. The City Manager, or designee, is hereby authorized to provide the County with all documents, certifications, City Council minutes, correspondence, and other materials reasonably required for the County's Urban County requalification submission to HUD.
6. The City Council hereby authorizes City staff to take all administrative actions necessary to implement this Resolution and the agreements approved herein, including coordination with the County regarding CDBG project selection, public service funding recommendations, program reporting, reimbursement processing, and compliance requirements.

7. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS 7th DAY OF JULY 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

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 their regular meeting on the 7th day of July 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 7th day of July 2026.

NATALIE GONZAGA, CITY CLERK

ATTACHMENTS:

Exhibit A – Cooperation Agreement for Housing and Urban Development Community Development and Planning Grants for Program Years 2027-28, 2028-29, 2029-30 and Subsequent Renewal for Program Years 2030-31, 2031-32, and 2032-33

COOPERATION AGREEMENT FOR
HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS FOR PROGRAM YEARS 2027-28, 2028-29, 2029-30 AND SUBSEQUENT RENEWAL FOR PROGRAM YEARS 2030-31, 2031-32, AND 2032-33, UNLESS TERMINATED

WHEREAS, This Agreement is made and entered into this____day of _____, 2026, by and between San Bernardino County, of the State of California, hereinafter referred to as "COUNTY", and the City of Chino, a city within COUNTY, hereinafter referred to as "CITY."

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnerships, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and,

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnerships Program, hereinafter called “HOME”, that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and,

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called “ESG”, for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and,

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and,

WHEREAS, the COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY’s CDBG, HOME, ESG and other CPD grants program as well as to the legislation and regulations that created and funded these programs; and,

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and,

WHEREAS, the CITY and COUNTY both desire for the CITY to be a part of the COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City’s funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2027-28, 2028-29, 2029-30 and every three (3) years thereafter; and,

WHEREAS, the CITY and COUNTY agree that the COUNTY shall be solely responsible for administering, managing and directing the COUNTY PROGRAM, including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for the COUNTY to have access to COUNTY PROGRAM funds and as such the COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds; and,

WHEREAS, the execution of this Cooperation Agreement hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both the CITY and COUNTY of having the CITY be a part of COUNTY PROGRAM; and,

WHEREAS, the Chief Executive Officer of the COUNTY is authorized to execute this AGREEMENT on t

COUNTY's behalf; and,

WHEREAS, the City Manager of the CITY is authorized to execute this AGREEMENT on the CITY's behalf.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **DEFINITIONS**
   A. **Amendment:** A change, correction, clarification, or deletion to an auto-renewal cooperation agreement. An amendment may be necessary due to shifting requirements over time at the federal, state, or local government level.
   B. **Auto-Renewal Cooperation Agreement:** A Cooperation Agreement or Joint Agreement containing an "auto-renewal" provision stating the agreement will automatically renew for one additional three-year qualification period after the initial three-year qualification period (enabling the agreement to be in effect for a total of six years).
   C. **CDBG Entitlement Program:** HUD grant program which provides annual CDBG grants on a formula basis to Metropolitan Cities and Urban Counties to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low- and moderate-income people.
   D. **CITY:** An incorporated area that is operated by a local governing body (for example, a city council).
   E. **Cooperation Agreement:** Legal agreement between an Urban County and participating cities, which explains roles and responsibilities, restrictions, and CDBG program requirements. Cooperation agreements between the county and participating cities are required in counties that do not have essential powers in cities (most counties). Cooperation agreements are also required – even for counties that have essential powers in their cities – if the Urban County plans to award CDBG funds to participating cities or to carry out activities within the jurisdictional boundaries of those cities.
   F. **CPD:** HUD's Office of Community Planning and Development.
   G. **Delegate Agency Agreement:** A legal agreement between an Urban County and a Metropolitan City in the Urban County. A delegate agency agreement allows an Urban County to manage and administer the Metropolitan City's CDBG grant in addition to the county's own CDBG grant.
   H. **Emergency Solutions Grant Program (ESG):** Authorized under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended. ESG funds are allocated by HUD to support local jurisdictions in addressing homelessness through eligible activities, including street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS administration.
   I. **Entitlement Communities Division:** The division at CPD Headquarters responsible for administering the CDBG Entitlement Program and preparing the Urban County Notice. This division can address any questions about the Urban County qualification process and provide extensions for deadlines in this Notice.
   J. **Essential Powers:** When an Urban County has legal authority to conduct "essential community development and housing assistance activities" in its unincorporated areas and/or in its participating cities (without consent from cities' governing bodies). These essential activities include actions like acquiring property for reuse as low- and moderate-income housing, directly rehabilitating or providing financial assistance for housing, supporting low-rent housing activities, disposing of land to private developers for redevelopment, and condemning property for low-income housing. Most states only grant counties essential powers in unincorporated areas, but not in incorporated areas (cities).
   K. **HOME Consortium:** A method for local governments that would not otherwise qualify for HOME funding to join with other contiguous units of local government to directly participate in the HOME program.
   L. **Incorporated Areas:** areas that have been incorporated as an official entity under state law. These areas have a legally defined boundary and an active, functioning government.
   M. **Letter:** A signed letter on official city or county government letterhead. An attached signed PDF letter on official city or county government letterhead may be sent via email.
   N. **Metropolitan City:** A city within a metropolitan area which is the principal city of such area, as defined by the Office of Management and Budget (OMB), or any other city, within a metropolitan area, whi

has a population of 50,000 or more. Any city that was classified as a Metropolitan City for at least two years shall remain classified as a Metropolitan City. Metropolitan Cities are eligible to directly receive CDBG grant funding on a formula basis.

O. **State:** The State of California is the state government that provides funding, oversight, and programs to support housing, community development, and services for residents in California.

P. **Unincorporated Areas:** Areas in a county that have not been incorporated as cities, towns, townships, or villages. These areas may have a name, but they don't have legally defined boundaries or governments.

Q. **Urban County:** A county that has met population thresholds to qualify to directly receive CDBG, HOME and ESG funds from HUD. Urban Counties are Entitlement communities under the CDBG, HOME and ESG Entitlement Program. Refer to the official definition of Urban Counties at Section 102(a)(6) of the HCDA for more information.

R. **U.S. Department of Housing and Urban Development (HUD):** The federal agency that provides funding and guidance to support housing, community development, and programs that assist low- and moderate-income individuals and families.

2. **GENERAL**

This AGREEMENT gives the COUNTY authority to undertake or assist in activities starting on July 1, 2027 for Program Years 2027-2028, 2028-29, 2029-30, which will be funded from COUNTY PROGRAM funds, which will include the CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities. This AGREEMENT shall automatically renew for one successive three-year Urban County qualification period, until such time as the City Council for the CITY or the COUNTY Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for program years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than the COUNTY HOME program, regardless of whether COUNTY receives a HOME formula allocation. The CITY may only participate in the COUNTY's ESG program and cannot receive funds directly from HUD or the State.

The purpose of the Delegate Agency Agreement (Exhibit 1), which accompanies this AGREEMENT, and its subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 16 OTHER AGREEMENTS.

3. **TERM**

The term of this AGREEMENT shall be for program years 2027-28, 2028-29, 2029-30 and shall commence as of July 1, 2027. This AGREEMENT will renew automatically for participation for one successive three-year Urban County qualification period, unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for CITY or COUNTY Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a three-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT include a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that su

failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year renewal period.

If COUNTY is due to reauthorize and re-execute the Cooperation Agreement at the end of the six-year maximum but experiences an emergency preventing timely renewal, the Cooperation Agreement may auto-renew for one additional three year qualification period (maximum total of nine years) only upon prior written approval by HUD's CPD Field Office, following COUNTY's written request explaining the emergency and the need for the exception.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

4. **PREPARATION OF APPLICATION**

COUNTY, by and through its Community Development and Housing Department (CDH), shall be responsible for preparing and submitting to HUD all necessary applications, subject to approval of the COUNTY Board of Supervisors, for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants, which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

5. **COMPLIANCE WITH FINAL PROGRAMS AND PLANS**

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

6. **COMPLIANCE WITH LEGISLATION AND REGULATIONS**

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and governs these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, and that all grants will be conducted and administered in conformity with all federal laws and regulations specified in HUD's Urban County Notice, including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (and implementing regulations at 24 CFR Part 1);
B. Fair Housing Act (and implementing regulations at 24 CFR Part 100), including the duty to affirmatively further fair housing (AFFH);
C. Section 109 of Title I of the Housing and Community Development Act of 1974 (and implementing regulations at 24 CFR Part 6), which incorporates:
    a. Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8);

b. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35);
c. Age Discrimination Act of 1975 (24 CFR Part 146);
d. Section 3 of the Housing and Urban Development Act of 1968;
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24)
f. Section 104(d) of Housing and Community Development Act of 1974 (24 CFR Part 42)

D. National Environmental Policy Act of 1969;
E. Executive Order 11988;
F. and all other applicable federal laws and regulations.

COUNTY shall not fund activities in, or in support of, any participating unit of general local government (CITY) that impedes the COUNTY's ability to comply with its fair housing certification required under Section 104(b) of Title I of the Housing and Community Development Act of 1974, including the obligation to affirmatively further fair housing.

CITY acknowledges that failure to comply with fair housing requirements may constitute noncompliance by the COUNTY and may result in funding sanctions or other remedial actions by HUD.

To ensure compliance with applicable regulations, CITY shall maintain appropriate records and provide documentation upon request.

CITY agrees to adhere to the Delegate Agency Agreement (Exhibit 1 of this AGREEMENT) and its accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement, and therefore, COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 12 DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this AGREEMENT on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

CITY and COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

CITY and COUNTY understand and agree that they may not sell, trade, or otherwise transfer all or any portion of HUD funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives HUD funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community

Development Act of 1974, as amended.

7. **USE OF FORCE**

CITY certifies that it has adopted and is enforcing within its jurisdiction:

A. A policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations.

CITY further agrees that it shall maintain and enforce these policies as a condition of receiving funds under this AGREEMENT and in compliance with certifications required under Section 104(b) of Title I of the Housing and Community Development Act of 1974.

8. **DRUG AND ALCOHOL FREE WORKPLACE**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this AGREEMENT, CITY agrees that CITY employees, while performing services under this AGREEMENT:

A. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
C. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where CITY or CITY's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

CITY shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

COUNTY may terminate for default or breach of this AGREEMENT and any other Contract the CITY has with the COUNTY, if the CITY or CITY's employees are determined by the COUNTY not to comply with the above.

9. **CONFLICT OF INTEREST**

CITY shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CITY shall make a reasonable effort to prevent employees, contractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the COUNTY, and such conflict may constitute grounds for termination of the AGREEMENT. This provision shall not be construed to prohibit employment of persons with whom CITY's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. **INDEMNIFICATION**

CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnificati...

provision shall apply regardless of the existence or degree of fault of indemnities. The CITY indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers arising out of this Contract.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

11. **SELF-INSURANCE**

CITY and COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT.

12. **DISPOSITION OF FUNDS**

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, though its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 6, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.
COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

13. **DISPOSITION OF PROGRAM INCOME**

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

14. **DISPOSITION OF REAL PROPERTY**

This section sets forth the standards which shall apply to real property acquired or improved in whole

in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

15. **EFFECTIVE DATES**

This AGREEMENT shall be initially effective for all purposes for the period beginning July 1, 2027 and ending June 30, 2030. Thereafter, this AGREEMENT will automatically renew for one successive three-year Urban County qualification period, commencing July 1, 2030 through June 30, 2033 when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

16. **OTHER AGREEMENTS**

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (Exhibit 1 of this AGREEMENT) and its accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and/or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

17. **ELECTRONIC SIGNATURES**

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

I**N WITNESS WHEREOF,** COUNTY and CITY have each caused this AGREEMENT to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Luther Snoke, Chief Executive Officer

Dated:

CITY OF CHINO

By: ►

(Authorized signature - sign in blue ink)

Name: Linda Reich

Title: City Manager

(Print or Type)

Dated:

Address: P.O Box 667
Chino, CA 91708-0667

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		Robert Gilliam, Acting Director
Date	Date	Date

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
CITY-COUNTY DELEGATE AGENCY AGREEMENT
FOR PROGRAM YEARS 2027-28, 2028-29, 2029-30 AND SUBSEQUENT RENEWAL FOR PROGRAM YEARS 2030-31, 2031-32, AND 2032-33, UNLESS TERMINATED

WHEREAS, this Delegate Agency Agreement, herein after referred to as DA AGREEMENT, accompanies the Cooperation Agreement, made and entered into, by and between San Bernardino County, a political subdivision of the State of California, referred to as "COUNTY", and the City of Chino, a municipal corporation located within the boundaries of San Bernardino County, referred to as "CITY"; and

WHEREAS, COUNTY has been designated an "Urban County" by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", as that term is defined in Title I of the Housing and Community Development Act of 1974 as amended, hereinafter referred to as "ACT"; and

WHEREAS, COUNTY will administer a Community Development Block Grant (CDBG) program (CFDA No. 14.218) that includes the development of a Consolidated Submission of the HUD Housing and Community Development Grant programs, hereinafter referred to as "CONSOLIDATED PLAN", which constitutes COUNTY's application for federal assistance under said ACT; and,

WHEREAS, CITY and COUNTY have entered into a Cooperation Agreement so as to enable CITY to be a part of COUNTY's CDBG program, commencing with Program Years 2027-28, 2028-29, 2029-30 and set to automatically renew for one successive three-year Urban County qualification period while the COUNTY is designated as an Urban County, to which this DA AGREEMENT is subordinate and supplementary agreement per SECTION 16 of Cooperation Agreement; and,

WHEREAS, COUNTY administers a CDBG program for a number of cooperating cities, and in the unincorporated areas of San Bernardino County, through its Community Development and Housing Department, hereinafter referred to as "CDH"; and,

WHEREAS, CITY has the ability, expertise and resources to manage and administer CDBG-funded projects/programs and agrees to adhere to all rules, regulations and related requirements associated with the utilization of CDBG funds; and,

WHEREAS, CITY desires to assume the responsibility of project implementation within its corporate limits in cooperation with COUNTY; and,

WHEREAS, both COUNTY and CITY seek to coordinate their community development and neighborhood revitalization efforts in order to fully utilize all available resources while increasing efficiencies though economies of scale associated with the planning and administration of a large scale CDBG program; and

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. DEFINITONS

A. **Amendment:** A change, correction, clarification, or deletion to an auto-renewal cooperation agreement. An amendment may be necessary due to shifting requirements over time at the federal, state, or local government level.
B. **Auto-Renewal Delegate Agency Agreement:** A delegate agency agreement which contains an “auto-renewal” provision stating the agreement will automatically renew for one additional three-year qualification period after the initial three-year qualification period (enabling the agreement to be in effect for a total of six years).
C. **CDBG Entitlement Program:** HUD grant program which provides annual CDBG grants on a formula basis to Metropolitan Cities and Urban Counties to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low- and moderate-income people.
D. **CITY:** An incorporated area that is operated by a local governing body (for example, a city council).
E. **Cooperation Agreement:** Legal agreement between an Urban County and participating CITYs, which explains roles and responsibilities, restrictions, and CDBG program requirements. Cooperat

agreements between the county and participating cities are required in counties that do not have essential powers in cities (most counties). Cooperation agreements are also required – even for counties that have essential powers in their cities – if the Urban County plans to award CDBG funds to participating cities or to carry out activities within the jurisdictional boundaries of those cities.

F. **CPD:** HUD's Office of Community Planning and Development.
G. **Delegate Agency Agreement:** A legal agreement between an Urban County and a Metropolitan City in the Urban County. A delegate agency agreement allows an Urban County to manage and administer the Metropolitan City's CDBG grant in addition to the county's own CDBG grant.
H. **Entitlement Communities Division:** The division at CPD Headquarters responsible for administering the CDBG Entitlement Program and preparing this Urban County Notice. This division can address any questions about the Urban County qualification process and provide extensions for deadlines in this Notice.
I. **Essential Powers:** When an Urban County has legal authority to conduct "essential community development and housing assistance activities" in its unincorporated areas and/or in its participating CITYs (without consent from CITYs' governing bodies). These essential activities include actions like acquiring property for reuse as low- and moderate-income housing, directly rehabilitating or providing financial assistance for housing, supporting low-rent housing activities, disposing of land to private developers for redevelopment, and condemning property for low-income housing. Most states only grant counties essential powers in unincorporated areas, but not in incorporated areas (CITYs).
J. **Incorporated Areas:** Areas that have been incorporated as an official entity under state law. These areas have a legally defined boundary and an active, functioning government.
K. **Letter:** A signed letter on official city or county government letterhead. An attached signed PDF letter on official city or county government letterhead may be sent via email.
L. **Metropolitan City:** A city within a metropolitan area which is the principal city of such area, as defined by the Office of Management and Budget (OMB), or any other city, within a metropolitan area, which has a population of 50,000 or more. Any city that was classified as a Metropolitan City for at least two years shall remain classified as a Metropolitan City. Metropolitan Cities are eligible to directly receive CDBG grant funding on a formula basis.
M. **State:** The State of California is the state government that provides funding, oversight, and programs to support housing, community development, and services for residents in California.
N. **Unincorporated Areas:** Areas in a county that have not been incorporated as cities, towns, townships, or villages. These areas may have a name, but they don't have legally defined boundaries or governments.
O. **Urban County:** A county that has met population thresholds to qualify to directly receive CDBG, HOME and ESG funds from HUD. Urban Counties are Entitlement communities under the CDBG, HOME and ESG Entitlement Program. Refer to the official definition of Urban Counties at Section 102(a)(6) of the HCDA for more information.
P. **U.S. Department of Housing and Urban Development (HUD):** The federal agency that provides funding and guidance to support housing, community development, and programs that assist low- and moderate-income individuals and families.

2. PURPOSE

This DA AGREEMENT, which is Exhibit 1 to the Cooperation Agreement, is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this DA AGREEMENT is to enable CITY to implement CITY-CDBG funded projects or programs while adhering to the provisions of the Cooperation Agreement in carrying out CDBG activities that have been approved by COUNTY for CITY in accordance with the CONSOLIDATED PLAN. The purpose will be accomplished pursuant to the requirements of the ACT, its regulations and other federal, state and county laws and policies in the manner hereinafter set forth. This DA AGREEMENT is not a standalone agreement and is only valid as a component of the Cooperation Agreement; whereas the Cooperation Agreement is a standalone agreement and will be valid even if this DA AGREEMENT no longer exists. In absence of this DA AGREEMENT, the CITY would not be able to implement any CDBG-funded projects or programs; however the COUNTY would still be able to implement CITY or COUNTY CDBG-funded projects and or programs as authorized under the Cooperation Agreement.

Unless specified otherwise, CDH shall have the authority to represent COUNTY regarding the terms and conditions of this DA AGREEMENT and the administration thereof.

3. TERM

This DA AGREEMENT shall become initially effective starting Program Years 2027-2028, 2028-29, 2029-30, beginning on July 1, 2027 and ending June 30, 2030. Thereafter, commencing July 1, 2030 this DA AGREEMENT, as part of the Cooperation Agreement, will automatically renew for one successive three-year Urban County qualification period for Program Years 2030-31, 2031-32 and 2032-33, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate at the conclusion of a 3-year term. Even though this DA AGREEMENT does not stand alone, it may be extended beyond the 3-year term in order to complete the construction of a previously funded project(s). COUNTY, through its Chief Executive Officer or CDH Deputy Executive Officer, or Director, may grant an extension of up to six (6) months to the term of this DA AGREEMENT for the purpose of completing CITY's projects/activities that are underway and which cannot be completed during the term of this DA AGREEMENT. CITY must request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of this DA AGREEMENT, as described in SECTION 10 MAINTENANCE AND OPERATION OF FACILITIES and SECTION 16 MONITORING, shall be in effect and continue in full force as prescribed in this section of the Cooperation Agreement and continue even if the Cooperation Agreement is terminated or has expired.

4. AUTHORIZATION OF PROJECT/ACTIVITY

CITY shall not initiate nor incur expenses for any CDBG-funded project or activity covered under the terms of this DA AGREEMENT prior to receiving written authorization from COUNTY. Written authorization will be accomplished when Attachments A (Request to Initiate Project or Activity) and B (Project or Activity Description) to this DA AGREEMENT have been completed for a CDBG-funded project or activity and signed by CITY and countersigned by CDH. Any such authorized Project or Activity shall hereinafter be referred to as an "AUTHORIZED PROJECT."

5. IMPLEMENTATION OF AUTHORIZED PROJECT

CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and language contained in the Delegate Agency Construction Contract Provisions (Attachment D), and agrees to comply with all applicable local, county, state and federal regulations associated with the implementation of CDBG projects and with DA AGREEMENT.

CITY may contract for all necessary services to complete AUTHORIZED PROJECTS described on its executed Attachments A and B provided that contracts are submitted to and approved in writing by CDH prior to their execution. CITY Attorney is responsible for assuring and certifying that the AUTHORIZED PROJECT undertaken by CITY's contracting party complies with all applicable regulations and statutes, as amended, listed in Attachment C, the Delegate Agency Construction Contract, Section IV.

6. MODIFICATION OF AUTHORIZED PROJECTS

All modifications to AUTHORIZED PROJECT must be pre-approved by COUNTY in order to be considered a part of AUTHORIZED PROJECT and eligible for reimbursement by COUNTY. CITY may request modification(s) to CDBG funding levels authorized by Attachment A or the pertinent Project Description (i.e., Scope of Activity) authorized by Attachment B. Upon receipt of a written request from CITY, and approval by COUNTY, COUNTY will revise Attachments A and B.

7. CONSOLIDATED PLAN AMENDMENT

Requests by CITY to add, delete or substantially modify an activity listed in CONSOLIDATED PLAN must be made in writing to COUNTY. Requests to add new activity(ies) must be accompanied by a CDBG project proposal application.

Substantial modifications are defined as follows: 1) an increase in funding for a CDBG public service-type activity in an amount greater than $100,000 over the current funded amount; or 2) an increase in the funding for other activities (public facility improvements, code enforcement, acquisition, etc.) in an amount greater than $500,000 over the current funded amount; or 3) a new activity not previously listed and described in the CONSOLIDATED PLAN/Annual Action Plan; or 4) a change in the type of activity; or 5) a change in the location of the activity; or 6) a change in the beneficiaries of the activity.

Requests for additions and substantial modifications will be reviewed by COUNTY for eligibility and compatibility with CONSOLIDATED PLAN. Additions, deletions and substantial modifications must be approved by CITY Council action and supportive documentation for said action must be sent to COUNTY. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of CONSOLIDATED PLAN.

8. COUNTY RESPONSIBILITIES

COUNTY, through CDH, is empowered to enforce all federal regulations pertaining to CDBG-funded projects undertaken by CITY under Cooperation Agreement. CITY recognizes that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified, under Cooperation Agreement. COUNTY will provide technical assistance to CITY in a timely and expeditious manner upon written request to CDH Administrator.

9. CONFORMANCE TO COUNTY PROCEDURES

Under this DA AGREEMENT, CITY elects to be responsible for implementing CDBG-funded projects. However, in implementing said projects, CITY must perform all services and activities in accordance with federal and state statutory requirements and with the policies and procedures established by the COUNTY Board of Supervisors, and shall comply with the following:

A. COMMUNITY DEVELOPMENT ADMINISTRATOR

Upon COUNTY and CITY's mutual assent to this DA AGREEMENT, CITY will designate a "Community Development Administrator" and submit to CDH written notification from CITY. The Community Development Administrator is the responsible authority for all correspondence with COUNTY, and is the signatory on AUTHORIZED PROJECT Attachments A and B and shall advise the CITY Council, CITY administration and CITY staff, as appropriate, regarding the CDBG program. CITY may, by written notification as set forth below, change the Community Development Administrator.

B. FISCAL CONTACT PERSON

For purposes of this DA AGREEMENT, CITY shall also designate a fiscal contact through written notification to CDH. The fiscal contact person shall be responsible for billing and fiscal procedures regarding the CDBG program and will serve as the primary contact for technical fiscal matters. CITY may, by written notification as set forth below, change the fiscal contact person.

CITY shall be responsible for maintaining complete and separate fiscal accounts for CDBG funds which come under its control in such manner as to permit the reports required by COUNTY to be prepared therefrom and to permit the tracing of CDBG funds to their final expenditure. CITY will submit to CDH complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures.

10. MAINTENANCE AND OPERATION OF FACILITIES

CITY shall provide maintenance and operation for the life of any and all facilities constructed with CDBG funds under Cooperation Agreement that are CITY owned or operated, for the life of the facility, not less than 10 years. This Section shall survive the termination of this DA AGREEMENT and/ or Cooperation Agreement.

11. FUNDING LIMITS

CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated to CITY as listed in the Attachment A (Request to Initiate Project or Activity).

12. DISBURSEMENT OF FUNDS

All CDBG funds allocated to CITY'S AUTHORIZED PROJECT(S) shall be received from the federal government by COUNTY under ACT. CDH will disburse the funds to CITY on a cost reimbursement basis. Billing shall be accompanied by all pertinent source documentation to be presented to CDH by CITY on or about the first day of each month, allowing 30 days for payment on the part of CDH. COUNTY shall be entitled to retain from such funds such amount as is calculated as the direct costs (including, but not limited to, salaries, benefits, mileage, actual cost of materials, meals and other authorized expenses incurred by COUNTY in implementing CITY's AUTHORIZED PROJECTS, in accordance with applicable federal regulations, including 2 CFR Part 200, and San Bernardino County policies and procedur

governing travel and reimbursement.

13. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs carried out by CITY, CITY's Contractor, or CITY's subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Delegate Agency Agreement and or Cooperation AGREEMENT in a satisfactory or timely manner consistent with federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY's performance. CITY shall then have a maximum of ten (10) days in which to remedy said deficiencies. Should said deficiencies not be remedied within the above mentioned ten (10) day period, COUNTY shall have full authority to reallocate CITY's CDBG program funding to any other eligible activity(ies), which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

14. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CITY as a result of the activity funded under the terms of DA AGREEMENT. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CITY shall return program income to COUNTY even if it is received after this DA AGREEMENT has expired. COUNTY shall have full authority to reallocate program income funding to any other eligible activity(ies), which can be implemented in a satisfactory or timely manner consistent with federal regulations or policy. Program income shall be returned to COUNTY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of $1,000; or c) the end of each program year. CITY shall include in the reports required by Section 15, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to CITY will be spent by CITY on only those costs authorized under this DA AGREEMENT. All provisions of DA AGREEMENT shall apply to said use of program income funds. CITY shall account for the receipt and use of program income in such a way that program income is spent on AUTHORIZED PROJECTS before additional CDBG funds are spent.

Any program income on-hand when this DA AGREEEMENT expires or received after such expiration will be paid to COUNTY within thirty (30) days.

15. PROGRAM REPORTING AND RETENTION OF RECORDS

CITY agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CITY shall maintain such program, property, personnel, financial, statistical, and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all DA AGREEMENT funds.

Said records, documents, and accounts shall be retained by CITY for a minimum of three (3) years, unless a longer period is required by COUNTY policy. The retention period shall begin from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the activities under this DA AGREEMENT are reported for the final time. Said COUNTY submission will follow CITY's final submission of required reports to COUNTY.

Records and accounts subject to litigation, audit, or monitoring findings shall be retained until all issues are resolved and final action taken, even if this extends beyond the retention period.

Records that pertain to real property and equipment shall be retained for the period required under 2 CFR Part 200 and applicable HUD regulations. The retention period for records relating to program income shall begin at the end of the COUNTY program year in which the income is earned.

All CITY records, with the exception of confidential client information, shall be made available to representatives of COUNTY and appropriate federal agencies. CITY shall submit all data necessary for COUNTY to complete required reports in accordance with HUD regulations, in the format and within the timeframes specified by the Director of CDH or designee.

All records relating to CITY's personnel, consultants, subcontractors, services, and expenditures under this DA AGREEMENT shall be maintained in accordance with generally accepted accounting principles (GAAP) and in compliance with 2 CFR Part 200. Records shall include sufficient source documentation to support all costs.

16. MONITORING

CDH Administrator or designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which the CONSOLIDATED PLAN has been implemented, measurable goals achieved and effectiveness of project management, and impact of AUTHORIZED PROJECTS. Authorized COUNTY and HUD representatives shall have the right of access to all activities and facilities operated by CITY under this DA AGREEMENT. Facilities include all files, records, and other documents related to the performance of this DA AGREEMENT. CITY will permit on-site inspection by COUNTY and HUD representatives, and ensure that its employees furnish such information, as in the judgment of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

17. ACCOUNTING

CITY shall establish and maintain, on a current basis, a financial management system in accordance with GAAP and in compliance with 2 CFR Part 200. The system shall provide for accurate, current, and complete disclosure of financial results of federally funded activities.

18. AUDITS

CITY is required to arrange and pay for an independent financial and compliance audit annually for each program year during which federal funds are received under this DA AGREEMENT as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within 30 days of completion. Within 30 days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six months after CDH's receipt of the audit report. An audit may also be conducted by federal, state or local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this DA AGREEMENT cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to CITY's CDBG AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG AUTHORIZED PROJECT allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.

19. REVERSION OF ASSETS

Upon DA AGREEMENT termination, CITY shall transfer to COUNTY all CDBG funds on-hand (including, but not limited to, program income) at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds in excess of $25,000 under this DA AGREEMENT must continue in the use that provides the service benefits and national objectives, for which it was funded until five (5) years after expiration of this DA AGREEMENT as set forth in 24 CFR 570.503, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property, as determined by COUNTY, less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. This Section 19 shall survive the termination of this DA AGREEMENT.

20. TERMINATION AND TERMINATION COSTS

This DA AGREEMENT may be terminated in whole or in part at any time by either party upon giving sixty (60) days' notice in writing to the other party if for whatever reason either party no longer desires to ha

CITY implement CDBG-funded projects/programs. If the DA AGREEMENT is terminated, the DA AGREEMENT shall continue in full force until such time as described in SECTION 2 PURPOSE and SECTION 3 TERM of DA AGREEMENT. An agreement must be reached by both parties as to conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience. CDH is hereby empowered to give said notice, subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this DA AGREEMENT upon the termination, suspension, discontinuation or substantial reduction in HUD CDBG funding for the DA AGREEMENT activity or if for any reason the timely completion of the work under this DA AGREEMENT is rendered improbable, infeasible or impossible. If CITY materially fails to comply with any term of this DA AGREEMENT, COUNTY may take one or more of the actions provided under the federal regulation at 24 CFR Part 85.43, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such an event, CITY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this DA AGREEMENT that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

21. PROJECT ACKNOWLEDGMENT

Should CITY determine that the funding sources or the names of responsible public officials be displayed on a completed building or significant project, such identification should be acknowledged on a plaque, permanently mounted in an appropriate location, made of bronze or other appropriate material, acknowledging the funding source as the "Department of Housing and Urban Development, San Bernardino County Community Development Block Grant." The current Board of Supervisors and the members of the CITY Council shall also be identified. When multiple funding sources are utilized to construct a project, all funding sources shall be identified. The listing order of multiple funding sources identified on the plaque shall be the largest dollar amount first, the second largest dollar amount second, etc.

22. CONTRACT COMPLIANCE

When possible, CITY should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered in compliance with provisions of 2 CFR § 200.321.

CITY shall comply with all applicable federal, state, and local laws, regulations, and policies relating to equal employment opportunity and nondiscrimination in employment and contracting, including, but not limited to, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and applicable HUD requirements.

To the extent required by applicable federal law and funding requirements, CITY shall comply with Executive Order requirements related to equal employment opportunity, as may be amended, superseded, or replaced from time to time.

In addition, CITY shall make every effort to employ residents of the area and shall keep a report of CITY staff positions that have been funded directly by, or as a result of this program.

23. CONFIDENTIALITY

CITY shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this DA AGREEMENT, except for statistical information not identifying any participant. CITY shall not use or disclose any identifying information for any purpose other than carrying out the CITY's obligations under this DA AGREEMENT, except as may otherwise be required by law. This provision will remain in force even after the termination of the DA AGREEMENT.

24. DISCRIMINATION

During the term of the DA AGREEMENT, CITY shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status.

CITY shall comply with all applicable federal, state, and local laws, regulations, and policies relating

nondiscrimination, equal employment opportunity, and contracting, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and applicable HUD requirements, as such laws and regulations may be amended, superseded, or replaced from time to time.

25. ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the COUNTY prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The COUNTY requires CITY to use recycled paper for any printed or photocopied material created as a result of this DA AGREEMENT. CITY is also required to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

To assist the COUNTY in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), CITY must be able to annually report the COUNTY's environmentally preferable purchases. CITY must also be able to report on environmentally preferable goods and materials used in the provision of their service to the COUNTY, utilizing a COUNTY-approved form.

26. IMPROPER INFLUENCE

CITY shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of the DA AGREEMENT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the DA AGREEMENT or shall have any relationship to the CITY or officer or employee of the CITY.

27. IMPROPER CONSIDERATION

CITY shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Contract.

COUNTY, by written notice, may immediately terminate this DA AGREEMENT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CITY shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CITY. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

28. STANDARDS OF CONDUCT

Pursuant to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 24 CFR 570.611 (Conflict of Interest), CITY shall maintain a written code or standards of conduct governing the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

No employee, officer, or agent of the CITY shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when:

A. The employee, officer or agent;
B. Any member of his immediate family;
C. His or her partner; or
D. An organization, which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

CITY officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-Agreements.

CITY may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by CITY's officers, employees, or agents, or by contractors or their agents.

29. FORMER COUNTY OFFICIALS

CITY agrees to provide or has already provided information on former County Administrative Officials (as defined below) who are employed by or represent CITY. The information required includes a list of former County Administrative Officials, who terminated COUNTY employment within the last five (5) years and are now officers, or employees of CITY. The information includes the employment with or representation of CITY. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such Officer's staff, Chief Executive Officer or member of such Officer's staff, Department or Group Head, Assistant Department or Group Head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

30. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CITY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this DA AGREEMENT. Funds under this DA AGREEMENT will be used exclusively for performance of the work required under this DA AGREEMENT and no funds made available under this AGREEMENT shall be used to promote any religious or political activities.

31. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this DA AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this DA AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers arising out of this DA AGREEMENT.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this DA AGREEMENT, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

This SECTION 31 INDEMNICATION shall survive the termination of this DA AGREEMENT.

32. INFORMAL DISPUTE RESOLUTION

In the event the COUNTY determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this DA AGREEMENT or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

33. LEGALITY AND SEVERABILITY

The parties' actions under the DA AGREEMENT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this DA AGREEMENT are specifically made severable. If a provision of the DA AGREEMENT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

34. LICENSES,PERMITS AND/OR CERTFICIATIONS

CITY shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of federal, state, county, and municipal laws, ordinances, rules and regulations. CITY shall maintain these licenses, permits and/or certifications in effect for the duration of this DA AGREEMENT. CITY will notify COUNTY immediately of loss or suspension of any such licenses, permits and/or certifications. Failu

to maintain a required license, permit and/or certification may result in immediate termination of this DA AGREEMENT.

35. MATERIAL MISSTATEMENT/MISREPRESENTATION

If during the course of the administration of this DA AGREEMENT, the COUNTY determines that CITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this DA AGREEMENT may be immediately terminated. If this DA AGREEMENT is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

36. MUTUAL COVENANTS

The parties to this DA AGREEMENT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

37. NONDISCLOSURE

CITY shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the COUNTY to CITY or an agent of CITY or otherwise made available to CITY or CITY's agent in connection with this DA AGREEMENT; or, (2) acquired, obtained, or learned by CITY or an agent of CITY in the performance of this DA AGREEMENT. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

38. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this DA AGREEMENT, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

39. SELF-INSURANCE

CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this DA AGREEMENT.

40. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by CITY pursuant to the DA AGREEMENT shall be considered property of the COUNTY upon payment for services (and products, if applicable). All such items shall be delivered to COUNTY at the completion of work under the DA AGREEMENT. Unless otherwise directed by COUNTY, CITY may retain copies of such items.

41. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of this DA AGREEMENT of the parties hereto. There are no oral agreements contained herein. Except as herein provided, additions or variations of the terms of this DA AGREEMENT shall not be valid unless made in the form of a written amendment to this DA AGREEMENT formally approved and executed by both parties.

42. AIR, WATER POLLUTION CONTROL, SAFETY AND HEALTH

CITY shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this DA AGREEMENT.

43. RELATIONSHIP OF THE PARTIES

Nothing contained in this DA AGREEMENT shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

44. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of the DA AGREEMENT or CITY's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

45. REPRESENTATION OF THE COUNTY

In the performance of this DA AGREEMENT, CITY, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.

46. STRICT PERFORMANCE

Failure by a party to insist upon the strict performance of any of the provisions of this DA AGREEMENT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this DA AGREEMENT thereafter.

47. SUBCONTRACTING

CITY shall obtain COUNTY's written consent, which COUNTY may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the Services to this Agreement. At COUNTY's request, CITY shall provide information regarding the subcontractor's qualifications and a listing of the subcontractor's key personnel including, if requested by the COUNTY, resumes of proposed subcontractor personnel. CITY shall remain directly responsible to COUNTY for its subcontractors and shall indemnify COUNTY for the actions or omissions of its subcontractors under the terms and conditions specified in Section 31 INDEMNIFICATION. All approved subcontractors shall be subject to the provisions of this DA AGREEMENT applicable to Contractor Personnel.

A. For any subcontractor, CITY shall:
   a. Be responsible for subcontractor compliance with the DA AGREEMENT and the subcontract terms and conditions; and
   b. Ensure that the subcontractor follows COUNTY's reporting formats and procedures as specified by COUNTY.

Upon expiration or termination of this DA AGREEMENT, COUNTY will have the right to enter into direct agreements with any of the subcontractors. CITY agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct agreements with COUNTY.

48. SUBPOENA

In the event that a subpoena or other legal process commenced by a third party in any way concerning the goods or services provided under this DA AGREEMENT is served upon CITY or COUNTY, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CITY and COUNTY further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CITY for COUNTY.

49. TIME IS OF THE ESSENCE

Time is of the essence in performance of this DA AGREEMENT and of each of its provisions.

50. VENUE

The parties acknowledge and agree that this DA AGREEMENT was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this DA AGREEMENT will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this DA AGREEMENT is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

51. CONFLICT OF INTEREST

CITY shall make all reasonable efforts to ensure that no conflict of interest exists between its office

employees, or subcontractors and the COUNTY. CITY shall make a reasonable effort to prevent employees, contractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the COUNTY, and such conflict may constitute grounds for termination of the DA AGREEMENT. This provision shall not be construed to prohibit employment of persons with whom CITY's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

52. DISCLOSURE OF CRIMINAL AND CIVIL PROCEDURES

COUNTY reserves the right to request the information described herein from the CITY. Failure to provide the information may result in a termination of the DA AGREEMENT. COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CITY also may be requested to provide information to clarify initial responses. Negative information discovered may result in DA AGREEMENT termination.

CITY is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CITY will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CITY is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CITY will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

53. FISCAL PROVISIONS

CITY shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CITY's designated checking or other bank account. CITY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. COUNTY shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the DA AGREEMENT.

CITY shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this DA AGREEMENT and for which reimbursement is sought from the COUNTY. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

54. CORRECTION OF PERFORMANCE

Failure by CITY to comply with any of the provisions, covenants, requirements or conditions of this DA AGREEMENT shall be a material breach of this DA AGREEMENT.

In the event of a non-cured breach, COUNTY may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this DA AGREEMENT:

A. Afford CITY thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of COUNTY; and/or
B. Discontinue reimbursement to CITY for and during the period in which CITY is in breach, which reimbursement shall not be entitled to later recovery; and/or
C. Withhold funds pending duration of the breach; and/or
D. Offset against any monies billed by CITY but yet unpaid by COUNTY those monies disallowed pursuant to Item “b” of this paragraph; and/or
E. Terminate this DA AGREEMENT immediately and be relieved of the payment of any consideration to CITY. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CITY under this DA AGREEMENT and the balance, if any, shall be paid by the CITY upon demand.

55. ENTIRE AGREEMENT

This DA AGREEMENT, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this DA AGREEMENT not expressly set forth herein are of no force or effect. This DA AGREEMENT is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this DA AGREEMENT and signs the same of its own free will.

56. ELECTRONIC SIGNATURES

This DA AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this DA AGREEMENT (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed DA AGREEMENT upon request.

IN WITNESS WHEREOF, the COUNTY and the CITY have each caused this DA AGREEMENT to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Luther Snoke, Chief Executive Officer

Dated:

CITY OF CHINO

By: ►

(Authorized signature - sign in blue ink)

Name: Linda Reich

Title: City Manager

(Print or Type)

Dated:

Address: P.O. Box 667
Chino, CA 91708-0667

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		Robert Gilliam, Acting Director
Date	Date	Date

ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER: DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218 ORIGINAL: REVISION No.:

TARGET AREA: DATE OF REVISION:

Pursuant to the terms of the Delegate Agency Agreement between Department of Community Development and Housing (CDH), and the City of Chino, effective July 1, 2027, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of CDH Director.

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

TOTAL PROJECT FUNDING: $_____

CITY CDBG ALLOCATION RELEASED: $_____

CITY CDBG FUNDS EXPENDED AS OF _____: $_____

DATE OF RELEASE OF FUNDS:

BALANCE OF FUNDS AVAILABLE: $_____

SCHEDULE OF CITY CDBG ALLOCATION:

Year 52	Year 53	Year 54	Year 55	Year 56	Year 57	Year 58	
# _____	# _____	# _____	# _____	# _____	# _____	# _____	TOTAL OF
(75-2027)	(2027-28)	(2028-29)	(2029-30)	(2030-31)	(2031-32)	(2032-33)	58 YEARS
$ N/A	$	$	$	$	$	$	$

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION:

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

LAND ACQUISITION:	$_____	PURCHASE OF EQUIPMENT:	$_____
STAFF COST RELATED TO LAND ACQUISITION:	$_____	CONSTRUCTION COST:	$_____
		CITY STAFF COST:	$_____
DESIGN:	$_____	CONTINGENCY:	$_____
CONSULTANT SERVICES:	$_____		

TOTAL CITY CDBG ALLOCATION AVAILABLE: $_____

IMPLEMENTING CITY:_____ DATE:_____

SIGNATURE:_____ TITLE:_____

SAN BERNARDINO COUNTY

_____ DATE:_____

CDH Director

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER:

DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218

ORIGINAL: REVISION No.:

TARGET AREA:

DATE OF REVISION:

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

ACTIVITY DESCRIPTION:

IMPLEMENTING CITY:_____ DATE:_____

SIGNATURE:_____ TITLE:_____

SAN BERNARDINO COUNTY

_____ DATE:_____

CDH Director

Attachment C
SAN BERNARDINO COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING
DELEGATE AGENCY
COORDINATION PROCEDURES

I. Introduction

The following procedures identify the actions, responsibilities, and sequence of events for Community Development Block Grant, hereinafter referred to as “CDBG”, funded projects being implemented by a coordinated effort between the San Bernardino County Department of Community Development and Housing, hereinafter referred to as "CDH," and the Delegate Agency (City), hereinafter referred to as "DA". For each action or event listed in Section III of this attachment, the entity responsible for carrying out that action or event is referenced beside it. Section IV contains regulations and statutes applicable to CDBG funded activities.

II. Authorization to Proceed

The DA is not authorized to expend funds or to initiate CDBG projects until authorized to do so in writing by CDH. Contract procurement shall be governed by all Federal regulations and statutes, as amended, listed in Section IV of the Attachment. CDH payments of DA Requests for Reimbursement will be subject to DA submittal of a complete reimbursement report package as listed in Section III, D-20.

A. Project/Activity Budget

Each project activity is initiated by an Attachment "A". The Attachment "A" is released when the project/activity is ready to be implemented and subsequent to environmental clearance and release of funds from HUD. It specifies the total funding allocation for the project/activity, the portions currently released and available to expend, the budget categories, the allocation will be expended under, and the entity responsible for maintenance and operation of the completed project.

In accepting the Attachment "A" the DA is to complete an estimated budget showing the allocation distribution to design costs, staff costs, construction costs, etc. This breakdown may also include a contingency or inflation factor not to exceed 10% of the total activity allocation.

Approval to change the project/activity budget/funds available will come from CDH in the form of a revised Attachment "A" (and corresponding Attachment "B", if appropriate).

B. Activity Description

The activity description is forwarded to the DA as Attachment "B". The preparation of the project description, both preliminary and final, is the responsibility of the CDH Community Development Division.

The description should be specific enough for use as the scope of work funded by CDBG money in a Request for Proposal (RFP) for architectural or engineering services or for a vendor in preparing a bid. It will contain, but is not limited to, the following:

1. Title of Project/Activity
2. Activity Number
3. Specific site description
4. On- and off-site improvement description

5. Size of building
6. Fixtures list (such as stove, built-in equipment)
7. Water and sewer requirements
8. Utilities
9. Specific zoning and planning requirements
10. Specific uses of the site and/or building
11. Equipment
12. Functions

Approval to change the project/activity description will come from CDH in the form of a revised Attachment "B" (and corresponding Attachment "A", if appropriate).

CDH will complete the Attachments "A" and "B" and will send two copies each to DA for signature. Once signed and fully completed, they must be returned to CDH for signature. An original of each will be returned to DA signifying authorization to proceed with actions outlined in the following sections:

III. Actions and Responsibilities

A. Property Acquisition

The DA can pursue the acquisition of real property (and related relocation requirements, if necessary) through its jurisdiction or request the County's Real Estate Services Department, hereinafter referred to as "RES", to handle the acquisition and/or relocation. If relocation is required, initiate a 90-day notice to occupant(s).

1. If DA wishes to purchase the property, the following procedures should be followed:

   a. DA: Refers to HUD Handbook 1378 which implements the Uniform Relocation Assistance and Real Property Acquisition regulations including the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Braithwaite Act of the State of California and any subsequent amendments to these acts and regulations. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49 CFR 24.203) provision of the Relocation Handbook 1378.

   b. DA: Obtains required appraisals.

   c. DA: Reviews required appraisals and/or leases to determine if property can be acquired within the project allocation.

   d. DA: Sends all lease documents to CDH for approval.

   e. DA: Sends any requests for adjustments of funds for property acquisition and/or relocation to CDH for approval.

   f. CDH: Issues approvals in relation to "d" above and sends them to DA.

   g. DA: Initiates lease or purchase.

   h. DA: Sends Request for Advance of Funds to CDH, 20 working days prior to expected close of escrow, with all appropriate documentation attached.

2. If DA desires to have RES handle acquisition and/or relocation activities, the DA should follow this procedure:

   a. DA: Submits a letter to CDH requesting that RES handle the project/activity describing in detail what property is to be acquired, giving all pertinent information, and identifying who the DA contact person is to be. If relocation is required, initiate a 90-day notice to occupant(s).

   b. CDH: Initiates appraisal process.

   c. RES: Obtains required appraisals.

   d. RES: Forwards appraisals to DA.

   e. DA: Reviews appraisals and/or leases to determine if property should be acquired and/or leased. Prepares and forwards request to CDH.

   f. CDH: Reviews request from DA, and forwards Authorization to Proceed to RES (Note: all leases and all adjustments in project allocations must be requested and approved by CDH).

   g. RES: Initiates purchase or lease of property. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49 CFR 24.203) provision of the Relocation Handbook 1378.

RES will work with the designated DA contact person throughout the acquisition/relocation process to assure that the DA is aware of the activities and can make any necessary decisions in relation to the activity.

B. Architect and/or Engineer Selection

1. The usual procedure for the selection of an architect or engineer involves a Request for Proposal (RFP) for professional services, following this process:

   a. DA: Prepares an RFP for architectural and engineering or other consultant services.

   b. DA: Submits draft RFP to CDH for review for contract compliance and consistency with Federal Title 24 CFR, Part 85 Section 85.36, (Procurement Standards).

   c. DA: Incorporates CDH revisions, if any, into RFP and reviews RFPs for compliance with State, Federal, Local and CDH regulations. Requests CDH "Approval to Proceed" to Issue "RFP".

   d. CDH: Issues to DA an "Approval to Proceed" to issue an "RFP".

   e. DA: Advertises RFP, receives responses, interviews, requests CDH representation on selection committee and makes selection.

   f. DA: Notifies CDH of selection. Sends back-up documentation and draft contract to CDH. Submits to CDH a "Request for Approval to Proceed" to award a "Consultant Services Contract".

   g. CDH: Reviews final contract for compliance and issues an "Approval to Proce

award a “Consultant Services Contract".

h. DA: Awards Consultant Services Contract.

2. Architectural and engineering services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:

a. DA: Determines that the situation warrants noncompetitive procurement (sole source) and that such procurement will comply with applicable federal requirements, including 2 CFR Part 200, specifically 2 CFR §200.320(c) (noncompetitive procurement), and all applicable HUD requirements.

b. DA: Selects architect, engineer or other consultants.

c. DA: Submits to CDH a “Request for Approval to Proceed” to award a “Sole Source Consultant Services Contract" to CDH explaining why the DA has chosen the consultant and why the competitive RFP procedure is not being used.

d. CDH: Reviews the request and approves or denies sole source procurement request based on explanation and backup.

e. CDH: Issues "Approval to Proceed” to award a “Sole Source Consultant Services Contract" authorization or denial of request.

f. DA: Negotiates and awards the sole source contract.

C. Design Phase

1. DA: Monitors preparation of preliminary plans by architect.

2. DA: Notifies CDH of all public meetings with architect, five working days before event.

3. CDH/ DA: Reviews and approves preliminary design.

4. DA: Secures all required permits and regulatory approvals.

5. DA: Secures plans, check of plans and specifications from the appropriate Building and Safety Authority.

D. Construction Phase

1. DA: Reviews and approves plans and specifications, and obtains current Federal Wage Decision from CDH or online at https://sam.gov/search?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra&state=CA&county=16328&page=1, to be included in bid package.

2. DA: Forwards construction bid package and approved plans to CDH for review and approval along with a “Request for Approval to Proceed” to issue an “Invitation to Bid” for construction services. Attachment “D” - "Construction Contract Labor Compliance Provisions" must be part of the complete bid package submitted to CDH for approval.

3. CDH: Reviews and approves construction bid package for compliance with Federal and local regulations and forwards “Approval to Proceed” to invite bids with changes (if any) to DA.

4. DA: Determines that the bid solicitation process is permitted in accordance with applicable CDBG requirements and federal procurement standards, including 2 CFR Part 200 (specifically 2 CFR §200.320), and County contracting regulations. CITY shall advertise an “Invitation to Bid” and receive bids in accordance with such requirements.

5. DA: Ten days prior to bid opening, DA makes contact with CDH or obtainsonline at https://sam.gov/search?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra &state=CA&county=16328&page=1 the current Federal Wage Decision. If the Federal Wage Decision is in any way different from that issued in the original bid package, DA will issue a bid addendum and immediately forward the latest wage decision to all bidding contractors who, in turn, submit revised bids prior to the bid opening. DA shall notify CDH of any change in the Federal Wage Decision should DA use the online option above.

6. DA: Conducts bid opening and reviews bid documents submitted by the low bidder to assure compliance with County Policy 15-01, if applicable, and applicable federal requirements regarding the participation of minority, women-owned, and labor surplus area firms, including 2 CFR Part 200 (specifically 2 CFR §200.321), in the proposed construction contract. If DA has its own plan that meets such requirements, it may use this plan for bid document reviews.

   During the term of the DA AGREEMENT, CITY shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status.

   CITY shall comply with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination, equal employment opportunity, and contracting, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and applicable U.S. Department of Housing and Urban Development (HUD) requirements, as such laws, regulations, and federal directives may be amended, superseded, or replaced and as in effect at the time of contract performance.

7. DA: Submits the low-bidder information and list of subcontractors to CDH and a “Request for Approval to Proceed” to award a “Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revised Attachment "A") or change in project description (revised Attachment "B") should be sent at this time.

8. CDH: Prepares revisions to Attachment "A" and/or "B" as requested (if necess

9. CDH: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.

10. CDH: Issues "Approval to Proceed" to award a “Construction Services Contract” to DA.

11. DA: Insures completeness of contract documents prior to award of contract. **Prime and Sub-Contractor Construction contracts must contain the Labor Compliance Contract Addendum (LCCA)**, applicable Federal Wage Determination, and a copy of restrictions on public buildings and public works projects provisions.

12. DA: Awards Contract.

13. DA: Notifies CDH of pre-construction conference at least five (5) working days prior to event. **Prime and Sub-Contractor’s labor compliance personnel must attend pre-construction conference.** Submits required CDH documents (Ex: completed bid package) prior to pre-construction meetings, including Contractor Information Sheet.

14. DA: Conducts pre-construction conference (CDH attendance mandatory). CDH sets up prime contractor on LCPtracker.

15. DA/ CDH: DA provides CDH with a copy of signed contract which incorporates the LCCA prior to start of construction. DA ensures completion of bonds and all required labor compliance documentation is accepted in LCPtracker. CDH obtains Project Wage Rate Sheet from Prime Contractor which includes all federal labor classifications that will be utilized on the project by the Prime Contractor as well as ALL Sub-Contractors.

16. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.

17. CDH/ DA: Ongoing observation and monitoring of projects.

18. DA: Conducts on-site interviews with contractor employees for each trade regarding their wages. Sends original signed Record of Employee Interview (HUD-11) to CDH. CDH may require Record of Employee Interview to be entered on LCPtracker.

19. DA: Ensures contractor’s submission of Weekly Certified Payroll in LCPtracker.

20. DA: Receives Contractor requests for progress payments and any other documentation of expenditures and work accomplished. DA reviews labor compliance reports in LCPtracker.

21. CDH: Reviews Contractor Weekly Certified Payroll on LCPtracker during the term of construction, including non-performance payrolls.

22. CDH: Checks wages reported on Certified Payroll forms against employee interview forms for consistency between wage rates reported by contractor and wages received by employees.

23. DA: Submits to CDH during the term of the construction contract, a report pa

containing:

- Request for Reimbursement and accompanying documentation. Payments on said requests are subject to complete compliance with Federal Labor Standards.

24. DA: Notifies CDH of all meetings regarding CDH projects, such as Design Conferences, Public Meetings, meetings with Community Development Advisory Commission, and DA at least five working days before event occurs.

25. DA: Processes change orders and sends copy(ies) of proposed change order(s) along with a “Request for Approval to Proceed” to issue a “Contract Change Order” to CDH. Must obtain approval from CDH regarding all change orders prior to authorizing the contractor to proceed with said changes.

26. DA: Notifies CDH of proposed changes in the list of subcontractor(s) and submits a “Request for Approval to Proceed" to add or delete subcontractor(s) from the approved list.

27. CDH: Revises Attachments "A" or "B", if necessary, and issues an "Approval to Proceed” to issue a “Change Order(s)" to DA.

28. DA: Notifies CDH of final inspections at least five working days before inspection date.

29. DA: Attends final inspections (CDH attendance optional).

30. DA: Secures its governing body's acceptance of completed project and filing of Notice of Completion and submits "Notice of Completion" to CDH.

31. CDH: Monitors project progress and contract compliance and issues, as necessary, "Notice to Submit Final Activity Costs" notices to DA.

32. DA: Takes necessary actions to comply with said notices.

33. CDH: Conducts "Annual Certification of Use of Facilities".

IV. DA must ensure compliance with the following regulations and statutes, as amended, in carrying out CDBG funded activities:

A. Community Development Block Grant Regulations of the Housing and Community Development Act of 1974, as amended (24 CFR 570).

B. Applicable Uniform Administrative Requirements:

1) 2 CFR Part 200, including all applicable subparts (Administrative Requirements, Cost Principles, and Audit Requirements), and applicable U.S. Department of Housing and Urban Development (HUD) regulations and guidance.

C. Applicable Uniform Administrative Requirements for Subrecipients that are not Governmental Entities:

D. 2 CFR Part 200, including all applicable subparts (Administrative Requirements, Cost Principles, and Audit Requirements), and applicable U.S. Department of Housing and Urban Development (HUD) regulations and guidance. Federal Labor Standards Compliance Handbook No. 1344.1 REV-3 including:

1) Davis-Bacon and Related Acts (40 USC §3141 et seq.; 29 CFR Parts 1, 3, 5, 6 and 7)
2) Contract Work Hours and Safety Standards Act (40 U.S.C. §3701-3708; 29 CFR part 5)
3) Copeland (Anti-Kickback) Act (18 U.S.C. 874; 29 CFR Part 3)

E. All applicable federal, state, and local laws, regulations, and policies relating to equal employment opportunity and nondiscrimination in employment and contracting, including, but not limited to, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and applicable U.S. HUD requirements, as such laws and regulations may be amended, superseded, or replaced and as in effect at the time of contract performance.

F. Environmental Protection Agency Regulations (40 CFR Part 1500-1508)

G. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128)

H. Archaeological and Historic Preservation Act of 1974

I. Rehabilitation Act of 1973, as amended

J. Americans with Disabilities Act of 1990, as amended

K. Clean Air Act (42 U.S.C. 7401 et. seq.)

L. Clean Water Act (33 U.S.C. 1368)

M. Section 3 Regulations of the Housing and Urban Development Act of 1968, Title 24 CFR, Part 135 (12 U.S.C. 1701u)

N. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. seq.)

O. Fair Housing Act (42 U.S.C. 3601-20)

P. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655)

Q. The Hatch Act of 1939

R. Lead Based Paint Poisoning Prevention Act 24 CFR Part 35

Attachment D

SAN BERNARDINO COUNTY

DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING

DELEGATE AGENCY

CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS

NOTICE TO BIDDERS

PROJECT FUNDING SUBJECT TO FEDERAL PREVAILING WAGE REQUIREMENTS

Bidders are advised that federal funds are being used for this project and that as a result, certain requirements are to be imposed, depending upon the source of the federal funds. Sources may include Community Development Block Grant (CDBG) funds, and/or HOME Investment Partnerships Program (HOME) funds. The utilization of these federal funds on a project will require the payment of federal prevailing wages under the Davis-Bacon and Related Acts ("DBRA") (40 USC §3142, 40 USC §§ 276a-276a-7, 29 CFR Part 5), which will be enforced when the contract amount for the Prime Contract exceeds $2,000. The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower tier Subcontractor(s) comply with DBRA. Also, Federal Labor Standards Provisions (HUD-4010) apply and are attached.

A copy of the Federal Prevailing Wage Decision, the date of which reflects the latest applicable modification at the time of the bid advertisement, shall be included. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project. Bidder can obtain Davis-Bacon Act Wage Decision(s) at: https://sam.gov/content/home.

Equal Employment Opportunity. The bidder's attention is called to the Equal Opportunity requirements contained in the contract documents. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and shall comply with all applicable federal, state, and local laws and regulations relating to equal employment opportunity, including, but not limited to, Title VII of the Civil Rights Act of 1964, applicable U.S. Department of Housing and Urban Development (HUD) requirements, and all requirements as may be amended, superseded, or replaced and as in effect at the time of contract performance.

The Contractor shall take affirmative steps to ensure equal opportunity in employment, including outreach and recruitment efforts consistent with applicable federal and state requirements.

PROJECT FUNDING SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS

Bidder is advised and certify by bidding on this project that bidder (including any and all sub-contractors) is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited

to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

Upon request by bidder a copy of the Director's General Prevailing Wage Determination(s), the date of which reflects the latest applicable modification at the time of this bid advertisement will be furnished. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that wage determination. Bidder can obtain a copy of the Director's General Prevailing Wage Determination(s) at: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

PROJECT(S) SUBJECT TO FEDERAL AND STATE PREVAILING WAGE REQUIREMENTS

When the project(s) is subject to both the State (CA) and Federal (Davis-Bacon) prevailing wage rate laws, and when federal funds trigger prevailing wage requirements as determined under the Davis Bacon Act, the higher of the two, the State prevailing wage rate and the Davis-Bacon (federal) wage rate and the most restricted prevailing wage regulation(s) will apply to each job classification, and the project(s), unless applicable law requires otherwise.

PROJECT(S) SUBJECT TO BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

Bidder is advised and certify by bidding on this project that bidder (including any and all sub-contractors) is aware of the requirements for the Buy America Preference, imposed by the Build America, Buy America Act (BABA), under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, PUB. L. No. 117-58 and 2 CFR 184) signed into law on November 15, 2021.

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CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of State and federal provisions/documents for federally-assisted projects.

NOTE: Please refer to the "Required Documents" table for any documents to be completed and submitted for this project. The term "Contractor" or "Contractor's" are used throughout this document and may refer to the Prime Contractor, Subcontractor and/or lower tier Subcontractor. See the "Required Documents" table for information on which Contractor(s) are required to submit each document.

Affirmative Action Compliance Guidelines for Construction or Non-Construction Contractors – Generally, affirmative action requirements apply to contracts and subcontracts in excess of $10,000. This document provides guidelines to assist all Contractors, as identified on the "Required Documents" table, meet affirmative action and Equal Employment Opportunity requirements set forth in federal regulations 41 CFR 60.

Affirmative Action Compliance Form For Construction Contracts Over $10,000 (LCF DB16-2.2) – eDocument affirming all Contractors, as identified on the "Required Documents" table, understanding and implementation of Affirmative Action Compliance requirements.

Authorization For Payroll Deduction(s) (LCF 16-1.4) – eDocument signed by any employee of the Contractor, as identified on the "Required Documents" table, who has "Other/Garnish" payroll deduction.

Bid Bond − A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid.

Build America, Buy America Act (BABA) - Requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the Unites States. **The Prime Contractor is responsible to include Build America, Buy America language in all executed Subcontractor/Sub-Tier contracts for the project(s).**

Business Certification – Business certification includes Disadvantaged Business Enterprise (DBE) - Disadvantaged Veteran Business Enterprise (DVBE) – Local Business Enterprise (LBE) – Minority Business Enterprise (MBE) – Small Business Enterprise (ESBE) – Women Business Enterprise (WBE).

Certificate of Owner's Attorney − This certificate is to be completed by the owner's attorney when applicable.

Certificate of Understanding and Authorization Form (LCF 16-1.2) – eDocument signed by all Contractors, as identified on the "Required Documents" table, certifying the most current "Davis-Bacon Labor Standards" has been read and understood.

Certification of Bidder Regarding Equal Employment Opportunity (LCF DB16-2.1) – eDocument certification required by all Contractors, as identified on the "Required Documents" table, by federal regulations (41 CFR 60).

Certification of Compliance with Air and Water Acts − All Contractors, as identified on the "Required Documents" table, must comply with this certification when the contract exceeds $100,000.

Checklist of Labor Law Requirements (LCF CA16-3.1) – eDocument signed by all Contractors, as identified on the "Required Documents" table, acknowledging awareness of the applicable labor law requirements.

Contractor's Certification of Compliance with Davis-Bacon and Related Acts (**LCF DB16-2.0) –** eDocument certification required by all Contractors, as identified on the "Required Documents" table, by federal law (29 CFR 5).

Davis-Bacon Act Wage Decision − The Davis-Bacon Act Wage Decision contains the wage rates for construction projects within San Bernardino County. A copy of the Davis-Bacon Act Wage Decision is

included in the bid package and can also be found at https://www.sam.gov/portal/public/SAM/. The wage decision that applies to the project is the one in effect ten days prior to the bid opening date.

eDocuments – Labor compliance documents required to be submitted by all Contractors, as identified on the "Required Documents" table, electronically prior to Certified Payroll submission. Each eDocument is listed by name in the definitions herein.

Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions − These provisions are to be inserted in all applicable federally assisted contracts and subcontracts.

E-signature Authorization (LCF 16-1.0) – eDocument signed by an owner, partner, executive officer, and all duly authorized "Designee" employee(s) of all Contractors, as identified on the "Required Documents" table, who have authority to enter into agreements on behalf of Contractor and who will be uploading eDocuments and/or certified payroll records (CPR)s into LCPtracker. This document must be notarized with an "Acknowledgment" form and will be valid for a period of one (1) calendar year from the signature date.

Federal Labor Standards Provisions (HUD-4010 form) − These provisions set forth the federal labor requirements for Contractors working on federally assisted construction projects in which the prime contract exceeds $2,000. Contractors are required to pay their laborers and mechanics working onsite a wage as specified in the FEDERALLY FUNDED PROJECTS section of this provision. ***The Prime Contractor is responsible to include the Labor Compliance Contract Addendum in all executed Subcontractor/Sub-Tier contracts for the project(s).***

Fringe Benefit Statement (LCF 16-1.3) – eDocument signed by all Contractors, as identified on the "Required Documents" table, identifying bona fide Fringe Benefits in which their employees are participating.

Labor and Materials Bond − This payment bond guarantees that employees/Subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor and Materials Bond must be at least 100% of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

LCPtracker – Online Certified Payroll System.

Performance Bond − This bond guarantees the Contractor's performance under the terms of the construction contract and must be at least 100% of the contract price and submitted to the CITY/COUNTY following award of the contract.

Project Wage Rate Sheet (LCF 16-1.1) – eDocument used by all Contractors, as identified on the "Required Documents" table, to list *all* labor classifications and wage rate(s) applicable for the project to be set up in LCPtracker for CPR submittal.

Section 3 (24 CFR Part 75, Subpart A-D) − This law applies to all housing rehabilitation, housing construction and other public construction projects contract exceeding $200,000 or more of housing and community development financial assistance from one or more U.S. Department of Housing and Urban Development (HUD) programs.

Section 3 Resource Participation Certificate (LCF DB16-2.4) – eDocument to certify that all Contractors, as identified on the "Required Documents" table, have read the County's Section 3 Plan and contacted the resources provided for information on participating in the program.

Section 3 Actions and Outcomes (LCF DB16-2.5) – eDocument signed by all Contractors, as identified on the "Required Documents" table, to certify how the Contractor will implement Section 3 hiring practices for the project.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

Special Attention of:
All CPD Division Directors
HUD Field Offices
HUD Regional Offices
All CDBG Grantees
All CoC Grantees
All HOME Participating Jurisdictions
All HTF Grantees All
ESG Grantees
All HOPWA Grantees

NOTICE: **CPD-25-01**

Issued: **January 13, 2025**
Supersedes: CPD-2023-12

Expires: This Notice remains in effect until amended, superseded, or rescinded.

Cross Reference:
Sections 70901-52 of Pub. L. No. 117-58

Subject: CPD Implementation Guidance for the Build America, Buy America Act's Buy America Preference.

Overview

This updated Community Planning and Development (CPD) Notice supersedes CPD Notice 2023-12 to provide clarified implementation guidance for the "Buy America Preference" (BAP) imposed by the Build America, Buy America Act (BABA) enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) signed into law on November 15, 2021. It describes how grantees can use covered CPD program funds for public infrastructure projects to bolster America's industrial base, protect national security, and support high-paying jobs.

The refreshing of this Notice is intended to provide greater clarity to grantees implementing BABA. Specifically, the Notice clarifies how the BAP applies to public infrastructure for housing projects. Projects with one- to four-units should be classified as private and not subject to BABA. Housing projects with five or more units should be considered as public infrastructure subject to BABA unless another BABA waiver or exemption applies. In addition, the Notice includes a reclassification of HOME-ARP to CPD programs not covered by the BAP, clarification on determining a project scope, BAP applicability to program income, additional recordkeeping considerations, guidance on using HUD's online project-specific waiver application website, and new resources to assist with compliance and determining when a project-specific waiver is appropriate.

This Notice also highlights issues that grantees will want to consider when preparing for

HUD's full implementation of the BAP in FY2025, as described in "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001, effective March 15, 2023 ("Phased Implementation Waiver"), which establishes BAP implementation points according to a schedule across HUD programs.

More in-depth technical assistance related to both BABA compliance and best practices is available on the HUD Exchange and hud.gov websites. HUD also encourages grantees to contact their assigned local field offices to discuss issues and concerns within the regulatory framework. This Notice uses the term "grantee" generically to also include HOME participating jurisdictions. The guidance provided in this Notice is subject to change if the Office of Management and Budget (OMB) updates guidance on the application of BABA for Federal financial assistance (FFA) programs for infrastructure.

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I. The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901-52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in public infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

The BAP applies to all spending on public infrastructure projects by Federal agencies, including HUD. In BABA, and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for public infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products generally applies to funding from CPD programs for public infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section IV.

Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, HUD, must make a detailed written explanation for the proposed determination to issue the waiver publicly available and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Sections VIII and IX of this Notice.

A. Federal Government-wide Guidance on BABA

As a part of the Federal government's support of domestic production and manufacturing through infrastructure investments, OMB and HUD have taken several steps to implement the BAP by providing guidance and issuing HUD general waivers.

On August 23, 2023, OMB issued final rules for 2 CFR Parts 184 and 200 and provided further guidance on implementing the statutory requirements and improving FFA management and transparency (88 Fed. Reg. 57750, effective October 23, 2023). These government-wide regulations apply to HUD programs and provide direction on implementing a BAP waiver process. The new and revised regulations also provide additional guidance on construction material standards, the cost

components of manufactured products, and their definitions.

On October 25, 2023, OMB issued guidance to all Federal agencies on how to implement BABA consistently across the government. The "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02) (OMB Guidance) directs Federal agencies, including HUD, on how to apply the BAP and provides an overview of the BAP waiver requirements. OMB may also issue additional or updated guidance in the future, and HUD will update its guidance as necessary.

B. HUD Actions and Guidance on BABA

BABA is a new and complex statute that became effective in 2022. As such, establishing governmentwide guidance on these new statutory requirements has been an iterative process. Since the passage of BABA, HUD has worked diligently to implement the BAP for all HUD programs. Before the law became effective on May 14, 2022, HUD established a Department-wide BABA leadership committee. On June 1, 2022, HUD issued a Request for Information (RFI) to collect public comments on potential BABA implications for HUD grantees (87 FR 33193). To ease the transition in complying with the BAP, HUD proposed and received several general applicability waivers for covered FFA, which includes CPD programs. These waivers and other BABA information are available on HUD's website at https://www.hud.gov/baba. Further details on these waivers and their application to CPD programs are provided in Section V of this Notice.

CPD has taken several actions to notify and communicate with stakeholders and grantees on BABA requirements and their impact on CPD programs. Since Fiscal Year (FY) 2022, all grant transmittal letters and notices of funding opportunities (NOFOs) have included a reference to the BAP under BABA. For the FY2023 and FY2024 funding allocations, all CPD grant agreements with covered FFA included a clause to require that the grantee must comply with BABA, as applicable, which will remain in place for future allocations. Throughout 2023 and 2024, CPD has held BABA information sessions for CPD grantees and operates a dedicated email box at CPDBABA@hud.gov to answer questions from individual grantees and stakeholders. In October 2023, CPD established a HUD Exchange page (hudexchange.info/programs/baba/) as a central resource for grantees. CPD has developed technical assistance products, including quick guides, webinars, and frequently asked questions (FAQs), that are available to CPD grantees on this site.

II. Definitions

CPD has aligned its definitions regarding policy interpretations of BABA with regulations at 2 CFR part 184 and Appendix 1 of OMB guidance M-24-02 as stated below.

1. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58).

2. Buy America Preference is defined in 2 CFR § 184.3 and means the "domestic content procurement preference" set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for

an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

3. Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
    i. Iron or steel products;
    ii. Manufactured products;
    iii. Construction materials; or
    iv. Section 70917(c) materials.

Each article, material, or supply should be classified in only one of the categories listed above. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

4. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

5. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.
    (1) The listed items are:
        i. Non-ferrous metals;
        ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
        iii. Glass (including optic glass);
        iv. Fiber optic cable (including drop cable);
        v. Optical fiber;
        vi. Lumber;
        vii. Engineered wood, and
        viii. Drywall.

    (2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

6. Covered Materials includes the following when used in connection with an Infrastructure Project:
    (A) all iron and steel;

(B) all Manufactured Products; and
(C) all Construction Materials.

7. Covered CPD Programs. The term "covered CPD programs" means any Federal financial assistance administered by CPD that is used for public infrastructure projects, excepting expenditures related to pre and post disaster or emergency response.

8. Grantee. The term "grantee," as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

9. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:

   (A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or

   (B) pre and post disaster or emergency response expenditures.

10. Infrastructure as described in 2 CFR 184.4(c), encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

11. Infrastructure Project The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of public infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also 2 CFR 184.4(c) and (d).

12. Iron and Steel Products The term "iron and steel products" is defined in 2 CFR 184.3 and means articles, materials, or supplies that consists wholly or predominantly of iron or steel, or a combination of both.

13. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

14. Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with implementing the BAP and establishing the procedures to review waiver requests.

15. Manufactured Products is defined in 2 CFR 184.3 and means:

    (1) Articles, materials, or supplies that have been:
        (i) Processed into a specific form and shape; or
        (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

    (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

16. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

17. Non-Federal Entity means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient., as provided in 2 CFR 200.1.

18. Not Listed Construction Materials The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:
    i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
    ii. glass (including optic glass); and
    iii. drywall.

19. Obligate means an action taken by HUD that creates a legal liability of the government for the payment of goods and services ordered or received or that administratively recognizes a legal duty on the part of the Agency that could mature into a legal liability by virtue of actions outside of HUD's control. The milestone in the federal assistance award process that establishes the obligation date varies for each program, but for many CPD programs the obligation date occurs upon HUD's execution of the grant agreement.

20. OMB Guidance . The term "OMB guidance" refers to 2 CFR Part 184, the "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This

guidance is applicable to the heads of all Federal agencies for the implementation of BABA's Buy America Preference.

21. Pre and Post Disaster or Emergency Response Expenditures. The term "pre and post disaster or emergency response expenditures" means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

22. Produced in the United States is defined in 2 CFR 184.3 and means:
    i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    ii. In the case of manufactured products:
        1. The product was manufactured in the United States; and
        2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
    iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.

23. Section 70917(c) Materials. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Federal Register Notice implementing new BABA regulations at 2 CFR 184 (88 FR 57787) clarifies that all categorizations of Covered Materials should be made based on the status of the material when it arrives at the work site. Section 70917(c) materials that are used at the work site, such as wet concrete or hot asphalt, are not subject to the BAP. However, Section 70917(c) materials may be components of manufactured products if, for example, they are used to produce precast concrete products before being transported to the work site.

24. Specifically listed construction materials. The term "specifically listed construction materials" for HUD programs includes:

a. non-ferrous metals;
b. lumber;
c. composite building materials; and
d. plastic and polymer-based pipe and tube.

III. Applicability of the BAP to CPD Programs and Projects

The BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered CPD Programs when funds are used for the construction, alteration, maintenance, or repair of public infrastructure, as defined by BABA. This list of Covered CPD Programs is subject to change if there are any changes to the eligible uses of funds or the establishment of new programs that fund public infrastructure projects and are covered by BABA. Covered CPD Programs currently include:

- Community Development Block Grant Formula Programs (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)
- Self-Help Homeownership Opportunity Program (SHOP)
- Special NOFA for unsheltered and rural homeless
- Veterans Housing Rehabilitation and Modification Program (VHRMP)
- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Section 4 Capacity Building
- Rural Capacity Building
- Pathways to Removing Obstacles to Housing (PRO Housing)
- Preservation and Reinvestment Initiative for Community Enhancement (PRICE)
- Continuum of Care Builds Notice of Funding Opportunity (CoCBuilds NOFO)

BABA applies to any project that involves the construction, alteration, maintenance, or repair of public infrastructure, regardless of whether infrastructure is the primary purpose of the project. Since the term "infrastructure" includes the structures, facilities, and equipment for "buildings and real property", the BAP generally applies to Covered CPD Program funds provided for housing projects. OMB acknowledged at 2 CFR 184.4(d) that some projects may be "private" in nature and are not considered public infrastructure subject to BABA. An example OMB provided in M-24-02 is a project consisting solely of the purchase, construction, or improvement of a private single-family home for personal use.

Through this notice, CPD provides further clarification on when grantees should apply BABA's requirements to housing projects as described in M-24-02.

1. Housing projects with one to four units are considered "private," consistent with HUD's definition of single-family housing. Housing projects with one to four units, including

onsite utilities and related activities are therefore not considered public infrastructure and are not subject to the BAP.

2. Housing projects with five or more units are considered public infrastructure. Housing projects with five or more units are therefore subject to the BAP unless another BABA waiver or exemption applies.

Covered Materials incorporated into the public infrastructure project are subject to the BAP, regardless of the specific project costs for which Covered CPD Program funds are expended. To determine the scope of an individual public infrastructure project for BABA purposes, grantees should use the definition of a project as determined by the Covered CPD Program in question. For example, 24 CFR 92.2 defines a HOME project as "a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building."[1]

Where no program-specific definition of a project exists, grantees should use the definition of a "project" at 24 CFR 58 to assist with determining project scope: "an activity or group of integrally related activities designed by the recipient to accomplish, in whole or in part, a specific objective." Grantees cannot split an infrastructure project to avoid application of the BAP to the project, such as by dividing procurements, subgrants, cooperative agreements, etc., into separate and smaller awards or contracts, particularly where the procurements, subgrants, cooperative agreements, etc., are integrally and proximately related to the whole.

IV. CPD Programs and Funding Not Covered by the BAP

The BAP does not apply to Federal funds for "pre and post disaster or emergency response." The following list of CPD funds are administered for disaster or emergency-related purposes and therefore the BAP does not apply to them.

- Community Development Block Grant – Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant – Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBG-NDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)
- Rapid Unsheltered Survivor Housing (RUSH)

In addition to the funding sources listed above, the BAP does not apply to projects funded solely with program income generated through any Covered CPD Program. Program income is not considered FFA.

[1] See also 24 CFR 93.2 for HTF, 24 CFR 578.3 for CoC, etc.

BABA does not apply to projects that do not include any construction, alteration, maintenance, or repair of public infrastructure. Equipment, tools, and supplies that are brought to a construction site and removed upon completion of the project or furnishings used within the finished project that are not permanently affixed to the public infrastructure project are not covered by the BAP.

V. HUD's General Waivers Applicable to Covered CPD Programs

BABA requirements may be waived by HUD and OMB when applying the BAP would be inconsistent with the public interest, when Covered Materials are not reasonably available in sufficient quantities or quality, or if the inclusion of Covered Materials produced in the United States will increase the overall project by more than 25 percent. The term "general applicability waiver" refers to waivers that have broad applicability across multiple HUD programs. The general applicability waivers for HUD FFA that are currently in effect for all Covered CPD Programs as of publication of this Notice are listed below.

General public interest waivers may be applied to all or a portion of a project without prior approval from HUD when a project meets the conditions established by the waiver. Grantees should maintain documentation demonstrating that the project meets the conditions of each general waiver applied to the project. HUD is responsible for processing and reviewing all waivers, which may only apply prospectively to future expenditures incurred after the effective date of the final waiver. The table below is current as of the publication of this Notice. Details of all proposed and approved waivers can be found at HUD's website at https://www.hud.gov/baba.

General Waiver Type	Purpose	Effective Dates
Public Interest Phased Implementation	HUD issued a public interest waiver, *"Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance"* to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
Exigent Circumstances	HUD issued a public interest waiver for exigent circumstances, "*Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance*". This waiver applies when there is an urgent need by a CPD grantee to immediately	The public interest waiver for exigent circumstances is effective from November 23, 2022, until November 23, 2027, or such shorter time as HUD may announce via Notice.

General Waiver Type	Purpose	Effective Dates
	complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	
***De Minimis* and Small Grants**	HUD issued a public interest titled "*Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance*". This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1, which is currently $250,000. This Notice also waives the application of the BAP for a *de minimis* portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of $1 million.	The public interest *de minimis,* and small grants waiver is effective from November 23, 2022, until on November 23, 2027, or such shorter time as HUD may announce via Notice.
Tribal Recipients Waiver	HUD issued a public interest waiver, "*Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance*" for the BAP as it applies to Tribal recipients.	The waiver of the BAP as it applies to Tribal recipients was effective for FFA obligated by HUD from May 23, 2023, until September 30, 2024.
Pacific Island Territory Waiver	HUD issued a *"Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Pacific Island Territory Recipients of HUD Federal Financial Assistance: Final Notice"* which waives the BAP for any FFA used for infrastructure projects in the Commonwealth of the Northern Mariana Islands, Guam, and American Samoa.	The waiver is effective from November 15, 2023, until February 15, 2025.

VI. Understanding HUD's Public Interest Phased Implementation General Waiver

Under Section 70914(a), the BAP was required to be in effect for all FFA for public infrastructure projects no later than 180 days after it was signed into law. Thus, starting May 14, 2022, all new awards of covered FFA for infrastructure projects obligated by HUD would have been required to comply with the BAP. Due to the short implementation period of 180 days, and to allow for the domestic industry and FFA recipients to have the time and notice necessary to implement BABA efficiently and effectively, HUD issued a Phased Implementation Waiver. This waiver enabled HUD to implement the BAP in an incremental process, resulting in full compliance with the BAP for all HUD obligations in FY 2025.

Covered CPD Programs began applying the BAP to public infrastructure projects beginning with CDBG funds obligated by HUD on and after November 15, 2022. The table below outlines the timeline for applicability of the BAP to each classification of Covered Materials incorporated into public infrastructure projects undertaken with Covered CPD Program funds. The columns identify categories of Covered Materials subject to the BAP and the rows identify covered HUD FFA, some of which are Covered CPD Programs and some of which are FFA from other HUD offices that may contribute funding to CPD-funded projects. Note that HUD's Phased Implementation Waiver divides the statutorily defined category of construction materials into two separate buckets for purposes of applying the BAP. See definitions of specifically listed and not listed construction materials in Section II.

To use the table, find the program(s) that funds the project under consideration, then identify which Covered Materials will be used in the project. The cell in the table where the applicable row and column intersect indicates the date on which the BAP will begin applying to each classification of Covered Materials used in the project. It is important to note that the date of obligation is typically the date on which HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of FFA, commonly the date the grant agreement is signed by HUD. The date on which the grantee commits funds to a project or awards funds to a subrecipient does not impact applicability of the BAP.

For example, a grantee uses FY24 CDBG funding to build a new senior center and the HUD grant agreement was signed by the CPD Director on September 15, 2024. The grantee would use the phased implementation table to determine that:

- Since the funds were from FY24 appropriations and HUD executed the grant agreement after November 15, 2022, the BAP applies to all iron or steel materials and any specifically listed construction materials incorporated into the public infrastructure project; and
- Any not listed construction materials and manufactured products incorporated into the project are not subject to the BAP.
- However, if the grantee were to add funds from an FY25 CDBG grant in the future, then the BAP would apply to all Covered Materials used in the public infrastructure project.

A public infrastructure project may use funding from multiple Covered CPD Programs that impose the BAP to Covered Materials at different points in time. In that case, the procurement of Covered Materials for the project must comply with the program that applies the BAP most broadly.

For example, a public infrastructure project uses FY23 CDBG funding and FY24 HOME funding in the construction of a new multifamily housing development with 12 total units. HUD executed the CDBG grant agreement on September 15, 2023, and HUD executed the HOME grant agreement on September 12, 2024. The phased implementation table is used to determine that:

- HUD executed the CDBG grant agreement after November 15, 2022, but prior to FY24 appropriations. The BAP would apply to iron and steel products incorporated in the public infrastructure project.
- HUD executed the HOME grant agreement after August 23, 2024. The BAP would apply to iron and steel products, construction materials, and manufactured products (all Covered Materials) incorporated into the public infrastructure project.
- In this case, the HOME requirements are broader. Therefore, the procurement of all iron and steel products, construction materials, and manufactured products incorporated in the public infrastructure project must comply with the BAP.

Grantees who are considering adding Covered CPD Program funds for construction, maintenance, alteration, or repair of an infrastructure project that was not previously subject to BABA should contact their local CPD Field Office for technical assistance.

BAP will apply to…	Iron and Steel	Construction Materials – Specifically Listed	Construction Materials – Not Listed	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations
Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
Recovery Housing Program (RHP) Grants	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations
All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

VII. Applying the BAP and HUD General Waivers to Covered CPD Programs

Grantees should assess each project undertaken with Covered CPD Program funds to determine which Covered Materials incorporated into the project are subject to the BAP based on the effective dates in the Phased Implementation Waiver described above. This section describes the process grantees should follow to determine whether a project is subject to the BAP and if the project may be exempted in whole or in part by one of HUD's general waivers.

As a part of its record-keeping, a CPD grantee should document its process to analyze if the

BAP applies to a public infrastructure project using the approach described below. An optional "Buy America Preference Applicability Checklist" is included in Appendix 2 of this Notice. Grantees may choose to use or adapt the tool to serve as a record of the analysis completed for each project.

Step 1: Type of project/activity

Determine if the project is a public infrastructure project as defined in Sections II and III of this Notice. If the project is a public infrastructure project, the analysis continues to step 2.

Step 2: Funding sources

Identify the source(s) of the project funding, including Covered CPD Programs, other HUD funds, or other Federal agency funding. If the project includes funding from a Covered CPD Program listed in this Notice, the analysis continues to Step 3.

Step 3: Covered Materials

Identify and classify all the materials that will be incorporated into the project. Each material should be classified into only one category: iron and steel, specifically listed construction materials, not listed construction materials, or manufactured products. It is important to classify all Covered Materials used in the project to accurately determine BAP applicability because the BAP may only apply to some Covered Materials used in the project under the Phased Implementation Waiver.

The classification must be made based on the material's status at the time it is brought to the location for incorporation into a public infrastructure project. If the project contains any Covered Materials, continue to Step 4.

Step 4: Date of obligation

Use the phased implementation table provided in Section VI of this Notice to determine when the BAP applies to each classification of Covered Materials, based on the obligation date for the Covered CPD Program funds. If the project uses any Covered CPD Program funds subject to the BAP based on the HUD obligation date, identify which Covered Materials must be produced in the United States. The obligation date is generally the date that HUD makes a legal commitment for Covered CPD Program funds to the grantee. The date on which a grantee commits funds to a specific project does not impact the applicability of the BAP.

The obligation date is typically when HUD executes the grant agreement, but this may vary by program. For example, the obligation date for CDBG funds can be found in the CDBG grant agreement. Refer to Appendix 1 or contact your local CPD Field Office for assistance regarding the obligation date. If the project needs a waiver of the BAP for any Covered Materials, continue the analysis to Step 5.

Step 5: General waivers

Analyze each available HUD general waiver, based upon the specific requirements of that waiver. Public infrastructure projects that meet the conditions of a general waiver may be exempt in whole or in part from the BAP. Most HUD general waivers provide exemptions for an entire public infrastructure project that meets the waiver's conditions. Grantees that apply a general waiver to an entire project should maintain documentation in their project records.

The *De Minimis and Small Grants Waiver* is uniquely useful for public infrastructure projects that are not covered in their entirety by the other general waivers. The *De Minimis and Small Grants Waiver* offers flexibility to incorporate Covered Materials of foreign or unknown origin up to 5% of the total cost of Covered Materials used in the project or $1 million, whichever is less. The total cost of Covered Materials includes all classifications of materials, regardless of whether they are subject to the BAP based on HUD's Phased Implementation Waiver. This waiver advances compliance with the BAP by reducing the administrative burden to grantees where the costs of compliance with the BAP could distract from the focus on higher value BAP-compliant items. When using the *De Minimis* waiver, the grantee should document which Covered Materials the waiver was applied to in the project records.

For example, if the total cost of Covered Materials in a project is $100,000, then the grantee should calculate 5% of that total, which equals $5,000. The grantee may use the *De Minimis* waiver to use Covered Materials from foreign or unknown sources up to $5,000. This flexibility can be used towards a specific high-value item or multiple items with lesser values, up to a total of $5,000.

Grantees should calculate this limit for all public infrastructure projects and maximize this flexibility before seeking project-/product-specific waivers. For projects where general waivers do not provide relief for Covered Materials that cannot be procured from domestic sources, a project-/product-specific waiver may be appropriate. Continue the analysis in Step 6.

Step 6: Project-/Product-Specific Waivers

If the BAP applies to a project and all general waiver flexibilities have been utilized, but there are remaining Covered Materials that can only be sourced from foreign or unknown sources, then a grantee may apply for a project-/product-specific waiver. Prior to submitting a project-/product-specific waiver, the grantee must conduct market research to demonstrate its efforts to procure domestic products. One optional resource for conducting market research is the National Institute of Standards and Technology Manufacturing Extension Partnership (NIST MEP) center in the grantee's state. Grantees are encouraged to collaborate with relevant members of the project team to identify Covered Materials that cannot be obtained from domestic sources as early as possible in the project life cycle. NIST MEP's free supplier scouting resources can attempt to identify a domestic manufacturer that can supply the necessary materials or conduct the necessary market research to support the need for a project-/product-specific waiver.

As a part of its record-keeping, a grantee should document its process to analyze how the

BAP applies to a public infrastructure project using the approach described in this section and in Appendix 2. Grantees may also consult their local CPD Field Office for assistance in confirming the analysis completed for a specific project before applying for a project-/product-specific waiver.

VIII. Federal Government-wide Guidance on Project-/Product-Specific Waivers

Once a grantee has completed the analysis described in Section VII and determined that a project-/product-specific waiver is required, the grantee should consider which type of project/product-specific waiver is appropriate, as described below.

The three types of project-/product-specific waivers for which a grantee may apply are described below.

1. A **nonavailability waiver** may be requested if the types of iron, steel, manufactured products, or construction materials required for the project are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality

2. An **unreasonable cost waiver** may be requested when the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

3. A **public interest waiver** may be requested if the use of American made products would be inconsistent with the public interest. Grantees should explain how waiving the BABA requirement for this project or covered material will serve the public interest and demonstrate definite impacts on the community if specific items, products, or materials are not utilized in an infrastructure project to support this waiver type.

A. Waivers for Infrastructure Projects Funded by Multiple Federal Agencies

If a waiver is required for a public infrastructure project funded by multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project may be considered the Cognizant Agency for Made in America ("Cognizant Agency") and may take responsibility for coordinating with the other Federal awarding agencies. Each Federal agency waiving the BAP must make its own waiver determination. A Cognizant Agency cannot independently issue a waiver that applies to other agencies. Grantees that fund public infrastructure projects with other Federal agencies should contact the local CPD office as early as possible to coordinate review with other Federal agencies in the event a project-/product-specific waiver is needed.

OMB guidance outlined the waiver review process for agencies to follow before issuing a waiver. Based on this guidance, HUD has developed a Department-wide project-/product-specific waiver submission process, described in Section IX.

IX. Applying for a HUD Specific Waiver

This section describes the process a grantee should follow to request a project-/product-specific waiver. Only the direct HUD recipient should submit a waiver request. Subrecipients and/or subcontractors may not submit a waiver request. The direct recipient should work with project partners to obtain necessary information. Project-/product-specific waivers cannot be approved retroactively for items that have already been purchased or incorporated into a project, so grantees should determine if a project-/product-specific waiver is needed as early as possible in the planning process.

1. Complete the BAP analysis described in Section VII of this Notice to confirm that the project is subject to the BAP and that the grantee has maximized the flexibility provided by HUD general waivers. Grantees may use the optional recordkeeping tool in Appendix 2 and contact the local CPD Field Office if technical assistance is needed.
    a) This step should always include calculating the *De Minimis* limit allowed by HUD's *De Minimis* waiver and applying that flexibility to the products used in the project that cannot be procured from domestic manufacturers, as described in Section VII, Step 5.
2. Complete the necessary market research to support the need for a waiver. Market research may be completed by the grantee or the subrecipient/contractor who has been awarded funds and is purchasing the materials that will be incorporated into the infrastructure project. Acceptable market research strategies may include one or more of the following:
    b) Document the report showing results of supplier scouting services provided by the NIST MEP, or similar supplier scouting service. For more information about the supplier scouting process, contact the local MEP center.
    c) Document that the purchaser has made a good faith effort to contact a minimum of three (3) manufacturers or suppliers to determine if a BABA-compliant material is available in sufficient quantity and satisfactory quality. Documentation may include PDF files or screenshots of Internet searches or email communications, or documentation of phone conversations that notes the date and time of the call, the contact person with whom the purchaser spoke, and a summary of the information received.
3. Collect the required information to complete a waiver application using HUD's BABA Waiver Submission Site (https://babawaiver.hud.gov/s/). Access the PDF version of the application form to see questions ahead of time to assist with preparation. Once started, the application cannot be saved, so make sure all information has been collected in advance.
4. Submit a BABA waiver application through the BABA Waiver Submission Site. For help with completing the application, access the Grantee User Manual or view the BABA Waiver System Training video. For additional technical assistance navigating the waiver system, please email BuildAmericaBuyAmerica@hud.gov.
5. HUD may contact the grantee for additional information as part of a review of the waiver application to validate the need for a waiver.

6. If an application is approved, HUD will post the proposed waiver in the Federal Register for a minimum 15-day public comment period and submit the request to the Made In America Office (MIAO). The MIAO will then review the proposed waiver and public comments for final approval, and communicate a final decision to HUD, which will communicate it to the grantee.

X. Documentation of Compliance with the BAP

This section describes documentation that grantees should maintain to demonstrate compliance with the BAP for Covered Materials, including required terms and conditions of subawards. Project records should describe the public infrastructure project, identify the Covered Materials subject to the BAP, and include documentation that all iron and steel, manufactured products, and construction materials were produced in the United States or evidence of how a waiver was applicable.

Grantees are encouraged to coordinate with relevant members of the public infrastructure project team to ensure that the Covered Materials delivered to the project site are accompanied by documentation that demonstrates compliance with the BAP. Early and frequent coordination, such as pre-bid meetings to identify any Covered Materials that may be a challenge to source domestically, are recommended.

Grantees must maintain documentation of compliance with the BAP in hard copy or electronic formats, or in grant management software and must make it available to HUD upon request for monitoring purposes. Records should be consistent with existing records retention requirements for each of the Covered CPD programs. If there are no CPD program-specific records requirements, the CPD grantee may follow "retention requirements for records," under 2 CFR § 200.334 as applicable to Federal grants. The compliance documentation must support the following:

- Documentation of the determination of BAP applicability to the Covered Materials used in the public infrastructure project. Even if the project is determined to be exempt, documentation of that determination should be retained in the grant files to support the determination. See Section VII and the optional BAP Applicability Checklist in Appendix 2.
- If a project is subject to the BAP, documentation that all Covered Materials subject to the BAP were procured from BABA-compliant sources, as determined by HUD's Phased Implementation Waiver.
- If a general waiver was applied to the project, documentation that supports that the project meets the conditions of the waiver.
- If a project-/product-specific waiver was obtained for the project, a copy of the approved waiver and market research supporting the need for the waiver.

CPD grantees are required to identify whether an activity is an infrastructure project, as defined by BABA, in the Integrated Disbursement and Information System (IDIS) or the Disaster Recovery Grant Reporting System (DRGR), depending on the covered CPD program. Grantees will be prompted to answer a question regarding BAP applicability when creating a new activity or adding new funds to an existing activity. Grantees should answer the question based on the analysis in Section VII.

If the project is subject to the BAP requirements, the following are examples of information and documentation that the grantee may retain to demonstrate compliance. This is not an exhaustive or mandatory list and simply provides examples of documentation that can be maintained to support the conditions outlined above.

A. Project budget specifying the total project cost and the cost of Covered Materials.

B. Procurement list(s) of Covered Materials purchased for the public infrastructure project, either by the grantee, subrecipient, or contractor. This list(s) should reflect, for example:

    a. Type of covered material, (iron, steel, manufactured product, or construction material);
    b. Product or Material;
    c. FFA Source(s);
    d. FFA Obligation Date(s);
    e. Costs per unit;
    f. Total cost of product purchase or contract;
    g. Manufacturer or Vendor;
    h. Actual purchaser (grantee, sub-recipient, contractor);
    i. Special Quality Standards, if applicable; and
    j. U.S. Made verification, if available (Made in the USA label, product specifications, vendor or contractor certification, etc.).

C. Documentation supporting the Covered Materials incorporated into the public infrastructure were made in the United States, for example:

    a. A copy of the label indicating the product was made in the United States;
    b. A copy of the product description or technical specifications that provides sufficient detail to conclude that the Covered Materials comply with BABA;
    c. A certificate or other documentation from the manufacturer demonstrating that the Covered Materials comply with BABA;
    d. A signed certification from the contractor of a project certifying compliance with BABA. (See Appendix 3 for an example.);
    e. A signed certification from the manufacturer of the Covered Materials certifying compliance with BABA.

D. Results of market research and product sourcing to include, for example, the following:

    a. Results of a supplier scouting search conducted by NIST MEP or another supplier scouting service;
    b. Copies of web searches used (e.g., PDF/JPEG copies of web pages showing search terms and results including sources considered, eliminated, and chosen for further research);
    c. Copies of email, fax, or mail correspondence with Covered Materials manufacturers or suppliers; and

d. Records of phone communications with Covered Materials manufacturers or suppliers, including:
    i. Dates and times of phone calls,
    ii. Phone numbers used,
    iii. Whether the phone communication was successful in making it possible to reach a staff person manufacturer or supplier able to respond to questions about BABA compliance, or whether the attempt at communication was 14 unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected),
    iv. If the phone communication resulted in reaching someone, the name of the person contacted,
    v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the United States).

XI. Subrecipient Compliance with BABA Requirements

The terms and conditions of Federal awards attach to the FFA and flow down to subrecipients at all tiers. This means that all subgrantees, contractors, developers, etc., who receive Covered CPD Program funds through a CPD grantee must comply with BABA requirements. Language notifying subrecipients that the procurement of materials for public infrastructure projects must comply with the BAP must be included in all subawards, contracts, purchase orders, requests for proposals, and all other relevant procurement and bid documents. Sample language that grantees may use for this purpose is included below.

"Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/baba.

XII. Contact Information

Grantees that have questions on this Notice should contact their assigned CPD Field Office Representative or request technical assistance from CPD staff at CPDBABA@hud.gov.

Appendix 1 - Frequently Asked Questions

This Notice includes CPD-specific frequently asked questions (FAQs). For additional FAQs, please view the BABA HUDExchange site, hudexchange.info/programs/baba.

1. What projects or activities does the BAP apply to?

The BAP applies to the Covered Materials used in construction, alteration, maintenance, or repair of public infrastructure projects funded by Covered CPD Programs. The term "infrastructure" includes the structures, facilities, and equipment for projects traditionally considered infrastructure, and buildings and real property. For CPD programs, this may include, but is not limited to, certain funding for:

- road and sidewalk improvement projects;
- water, sewer, and other utility projects;
- broadband infrastructure;
- affordable housing construction and rehabilitation of buildings with five or more units;
- community facility construction and rehabilitation;
- homeless shelter construction and rehabilitation; and
- other activities that are defined as public infrastructure according to BABA.

2. What projects or activities are not subject to the BAP?

The BAP does not apply to projects undertaken with Covered CPD Program funds that do not involve any construction, alteration, maintenance, or repair of public infrastructure.
Examples of CPD-funded projects to which the BAP does not apply include planning, capacity building, program administration, public services, training, counseling, short-term rental assistance, land acquisition and demolition projects where there are no articles, materials or supplies that are consumed in, incorporated into, or affixed to infrastructure.
The BAP does not apply to affordable housing development projects with one to four units.

3. How can I find products that are Made in the USA?

The Federal Trade Commission requires that products advertised or labeled as "Made in the USA" are generally assembled with parts and materials made of U.S. origin. Some manufacturers provide certification letters available on their website or upon request. HUD encourages grantees to coordinate with their local NIST Manufacturing Extension Partnership (MEP) center or similar supplier scouting service to find potential domestic manufacturers of items that cannot readily be sourced domestically.

4. If a project is already underway with funds not subject to the BAP and new funding is added that is subject to the BAP, does the entire project need to comply with the BAP?

Yes, if any funds subject to the BAP are included in a project, the entire project must comply with the BAP for Covered Materials based on HUD's and any other applicable

general waivers, regardless of when the project was originally funded. Grantees who are considering adding Covered CPD Program funds for construction, maintenance, alteration or repair of an infrastructure project that was not previously subject to BABA requirements, should contact the local CPD Field Office for technical assistance.

5. How do I find the obligation date of my grant?

The obligation date is, in most cases, the date the grant agreement was signed by the CPD Director. You can locate this date by looking at the original grant agreement or navigating to IDIS or DRGR. For grants managed in IDIS, navigate to the View Grant screen and locate the date in the Obligation Date field. For grants managed in DRGR, navigate to the View Grant screen and locate the Contract Effective Date.

Appendix 2 - Optional Buy America Preference Applicability Checklist

This checklist is an optional tool that may be used or adapted to assist with determining if the Buy America Preference (BAP) applies to a public infrastructure project funded by a covered CPD program. This checklist follows the analysis steps as described in Section VII of Notice CPD-25-01 and may be retained for recordkeeping purposes.

Project Information

Grantee	
Grant Number	
Activity Name	
Activity Number (IDIS/DRGR)	

Step 1. Determine if the project is a public infrastructure project as defined in Sections II and III of Notice CPD-25-01.

☐ Yes	Continue to Step 2.
☐ No	The BAP does not apply. The BAP only applies to public infrastructure projects. Stop here.

Step 2. Is the project funded using a Covered CPD Program? Check

the box below for each CPD program funding this project.

Group A: Covered CPD Programs

☐	CDBG	☐	SHOP
☐	Section 108	☐	VHRMP
☐	HOME	☐	CPF/EDI
☐	HTF	☐	Section 4
☐	RHP	☐	Rural Capacity Building
☐	ESG	☐	PRO Housing
☐	CoC	☐	PRICE
☐	HOPWA	☐	FY23 PSH Funds

Group B: CPD Programs Not Covered by the BAP

☐	CDBG-DR	☐	CDBG-CV
☐	CDBG-MIT	☐	HOPWA-CV
☐	CDBG-NDR	☐	ESG-CV
☐	HOME-ARP		

If you selected **any** Group A programs (even if Group B programs are also selected), answer yes. If you selected **only** Group B programs, answer no.

☐ Yes	Continue to Step 3.
☐ No	The BAP does not apply to this project because it is not funded by a covered CPD program. Stop here.

Step 3. Will the project use Covered Materials?

Each material should be classified into only one category: iron and steel, specifically listed construction materials, not listed construction materials, or manufactured products. This classification is necessary to apply HUD's Phased Implementation Waiver.

Check the box below for each type of covered material incorporated into this infrastructure project.

☐	Iron or steel
☐	Specifically Listed Construction materials
☐	Not Listed Construction materials
☐	Manufactured products

If you checked any boxes above, answer yes.

☐ Yes	Continue to Step 4.
☐ No	The BAP does not apply to this project because it will not incorporate any Covered Materials. Stop here.

Analysis continues on next page.

Step 4. Based on the obligation date of the covered CPD program funds, does the BAP apply to the funding source and Covered Materials that will be used in the project?

Use the phased implementation table to determine whether the BAP applies based on the obligation date for the covered CPD program funds and classification of materials. The BAP may only apply to some Covered Materials used in the project.
The obligation date is generally the date that HUD executed the grant agreement for covered CPD program funds to the grantee. This date may be found in the grant agreement. The obligation date is not the date when the grantee commits funds to a project under a subrecipient agreement.

BAP will apply to…	**Iron and Steel**	**Specifically Listed Construction Materials**	**Not Listed Construction Materials**	**Manufactured Products**
CDBG	CDBG funds obligated on or after 11/15/22	Projects using FY24 CDBG funds	Projects using FY25 CDBG funds	Projects using FY25 funds.
RHP	RHP funds obligated on or after 8/23/23	RHP funds obligated on or after 8/23/24	RHP funds obligated on or after 8/23/24	RHP funds obligated on or after 8/23/24
All other CPD programs except HOME and HTF	Funds obligated on or after 2/22/24	Funds obligated on or after 8/23/24	Funds obligated on or after 8/23/24	Funds obligated on or after 8/23/24
HOME and HTF	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24

☐ Yes	Indicate here which Covered Materials the BAP applies to and continue to Step 5: ☐ Iron and steel ☐ Specifically listed construction materials ☐ Not listed construction materials ☐ Manufactured products
☐ No	The BAP does not apply to this project because the funds were obligated before the effective date for the program/materials used in the project. Stop here.

Step 5. HUD has issued several general waivers. Check the box next to any conditions that apply to the project.

Public infrastructure projects that meet the conditions of a general waiver may be exempt in whole or in part from the BAP.

☐	The total cost of the project from all sources (Federal and non-Federal) is $250,000 or less. If checked, the Small Grants Waiver applies, and the project is exempt from the BAP.
☐	There is an urgent need to immediately complete the project because of a threat to life, safety, or property. If checked, the Exigent Circumstances Waiver applies, and the project is exempt from the BAP.
☐	The project is in Guam, American Samoa, or the Northern Mariana Islands. If checked, the Pacific Island Territories Waiver applies, and the project is exempt from the BAP.
☐	The project is being funded by a Tribal recipient. If checked, the Tribal Recipients Waiver applies, and the project is exempt from the BAP.

If you checked any of the boxes above, answer yes below.

☐ Yes	The HUD general waiver selected above is being applied to this project, so the BAP does not apply to the entire project. Attach documentation of the conditions of the waiver and then stop here.
☐ No	Proceed to Step 5a.

Step 5a. Calculate the *De Minimis* limit for the project:

The total cost of all Covered Materials includes all iron and steel, construction materials, and manufactured products used in the project, regardless of whether the BAP currently applies under the Phased Implementation Waiver.

Enter the total cost of all Covered Materials:	
Multiply that amount by 0.05 (5%):	
Enter the lower of the number calculated in the row above or $1,000,000:	

The amount in the third row above is the *De Minimis* limit for this project. The BAP can be waived for Covered Materials from foreign or unknown sources at a cost not to exceed the *De Minimis* limit of 5% of the total cost of materials or $1,000,000 (whichever is less). The BAP

will still apply to other Covered Materials used in the project. **Attach a list of Covered Materials and their associated costs to which the *De Minimis* limit has been applied.**

Step 6. Is there a need for a project-/product-specific waiver?

If the BAP applies to a project and all general waiver flexibilities have been utilized, but there are remaining Covered Materials that can only be sourced from foreign or unknown sources, then a grantee may apply for a project-/product-specific waiver.

☐ Yes	Refer to guidance in Section VII Step 6 of Notice CPD 25-01.
☐ No	Stop here and retain this analysis in project records.

_____ _____

Completed by Date Completed

Appendix 3 - Optional Buy America Preference Certification

Project Information

Grantee	
Grant Number	
Activity Name	
Activity Number (IDIS/DRGR)	

This *"Optional Buy America Preference Certification"* is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into a public infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by HUD and the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For Covered Materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Attach a list of all Covered Materials procured by the signatory and used in the project.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

Signature	Title/Organization	Date

LABOR COMPLIANCE REQUIREMENTS

Project Bidding

1. Borrower, Prime Contractor, Subcontractor, and every Sub-Tier contractor shall include this CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (Attachment D) in all bid documents for Prime Contractor(s), Subcontractor(s) and every Sub-Tier contractor(s) and must clearly state the appropriate prevailing wage rate(s) (i.e., Federal, State, commercial and/or residential and the date of the appropriate wage schedule) for the project(s).

Construction

1. Borrower, Prime Contractor, Subcontractor, and every Sub-Tier contractor shall include the Davis Bacon/California LABOR COMPLIANCE CONTRACT ADDENDUM (DB/CA LCCA) attachment and must clearly state the appropriate prevailing wage rate(s) (i.e., Federal, State, commercial and/or residential and the date of the appropriate wage schedule) for the project(s) in every executed agreement (i.e., contract, purchase order, on-call, etc.) on the project(s).

2. Borrower shall ensure that the Prime Contractor, prior to accepting prospective Subcontractor(s) bid(s) and any Subcontractor accepting prospective lower tier Subcontractor(s) bid(s), has confirmed that each Subcontractor's and lower tier Subcontractor bid is based on the appropriate prevailing wage rate(s) and the correct job classifications for the work to be performed on the project(s) under the subcontract.

3. Prime Contractor, Subcontractor, and every lower tier Subcontractor shall maintain copies of their executed contract(s) for the project(s) and shall provide to CDH a copy of such executed contract(s) upon request within no more than three (3) business days.

4. Prior to construction start, CDH will conduct a mandatory Labor Compliance Pre-Construction Meeting(s). Prime Contractor, Subcontractor, and every lower tier Subcontractor working on the project(s) shall have, in attendance from their office, a representative responsible for managing the duties of prevailing wage labor compliance. Items to be discussed include, but are not limited to, Federal and State labor law requirements applicable to the project(s), prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to CDH, compliance documents and the prohibition against discrimination in employment, required signage, sign-in sheets/daily logs, contract language, reporting, employee reporting, possible audits, etc. The meeting will be canceled and rescheduled if Prime Contractor, Subcontractor, and/or every lower tier Subcontractor working on the project(s) representative responsible for managing the duties of prevailing wage labor compliance fail to attend the meeting unless authorized to do so by CDH in writing prior to the meeting.

5. Prime Contractor shall maintain at project site(s) daily log/sign-in sheets. Daily log/sign-in sheets shall be separated by company. Sheets shall be written in English and Spanish (and other languages, as appropriate) and shall include CDH and any project labor consultant name and phone number of the current wage monitor, for any worker to contact if there are any questions or concerns about their wages or any other concerns about the project. Prime Contractor shall enforce that all workers employed on site must sign in at the job site daily including time-in, time-out and lunch period (including any applicable travel time to and from project site). The workers must identify the Prime Contractor, Subcontractor and any lower tier Subcontractor for whom they are working and their job classification. Daily log/sign-in sheets shall be emailed to CDH no more than seven (7) days from the end of the scheduled project work week. If requested in writing by CDH, Prime Contractor shall provide to CDH any requested daily log/sign-in sheet copies within no more than three (3) business days of request. Workers who are subject to split-classifications during their tour of duty on the project(s) site shall edit the daily log/sign-in sheets on day's worker duties triggered split-classifications assignment to reflect their actual hours worked in each classification.

6. Prime Contractor, Subcontractor, and every lower tier Subcontractor shall complete in its entirety a Project ID Card for each worker employed on the worksite of the project(s). The Project ID Card shall be completed within five (5) days of execution of contract award for project(s) or before worker(s) begins employment on the project(s) site. The Project ID Card template shall be downloaded from LCPtracker. Prime Contractor, Subcontractor, and every lower tier Subcontractor may use an equivalent Project ID form if approved by CDH in advance and in writing. Prime Contractor, Subcontractor, and every lower tier Subcontractor shall be responsible for furnishing and requiring each worker employed on the worksite to have in possession and/or display such identification card as may be approved and directed by CDH or its designee. Any worker(s) employed on project(s) site found to be without their Project ID Card may be removed from site until Project ID Card is restored. Any Prime Contractor, Subcontractor, and every lower tier Subcontractor who falsifies information on a Project ID Card and/or knowingly reports incorrect information regarding a worker employed on project(s) site shall be dismissed and removed from the project and barred from conducting further business on the project. Workers need to consider wearing heavy duty ID card holders, as they work in extremely physical environments.

7. CDH and/or its designee shall conduct employee interviews and Prime Contractor, Subcontractor, and every lower tier Subcontractor agrees to have their employees interviewed for the purposes of prevailing wage compliance. Employee interviews should be conducted at a frequency and number sufficient to establish the degree of adequacy and accuracy of the CPR, and the nature and extent of any violations. They should also be representative of all classifications of employees on the project. (29 CFR 5.6 (a) (3)).

   In doubtful compliance situations, interviews with former employees may be appropriate. Employee interviews are intended to be private from their employer and Prime Contractor agrees allow CDH and/or its designee to conduct such interviews. Each employee should be informed that the information given is confidential, and that his/her identity will not be disclosed to the employer without the employee's written permission. CDH and/or its designee shall conduct at least one set of wage interviews with a representative group of workers during the project construction (PWRB 2013, Investigative Procedures Under Davis Bacon Related Act/Contract Work Hours and Safety Standards Act). CDH and/or its designee must conduct additional interviews if there is any reason to suspect a Contractor or their Subcontractor is at risk for violating wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence.

8. As permitted by Department of Labor, HUD, projects subject to DBRA and Title 8, section 16404 of the California Code of Regulations, allows Prime Contractor, Subcontractor and every lower tier Subcontractor to submit a weekly CPR electronically. Prime Contractor, Subcontractor, and every lower tier Subcontractor agrees to use LCPtracker and shall submit weekly CPR's as required during the term of construction on the project(s). LCPtracker is a web-based software CDH utilizes to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation.

   Prime Contractor, Subcontractor and every Sub-Tier shall submit, via electronic submission, documents as required by CDH, which may include, but is not limited to Certified Payroll Records (CPR)s, Statements of Compliance and other required documents. Prime Contractor, Subcontractor and every Sub-Tier and/or their designee shall sign the E(Electronic)-Signature Authorization Agreement, which must be notarized with an "Acknowledgment", and establish a Personal Identification Number (PIN), on LCPtracker. Prime Contractor, Subcontractor and every Sub-Tier will electronically sign, by use of their established PIN, all documents requiring a signature that are submitted to CDH via LCPtracker. Prime Contractor, Subcontractor and every lower tier Subcontractor agree that their PIN, once established on LCPtracker, constitutes their electronic signature and understands that any information and documents submitted using their PIN is electronically certifying their signature. Prime Contractor, Subcontractor and every lower tier Subcontractor understand that they are legally bound, obligated, and responsible by use of their PIN/electronic signature as much as would be by their handwritten signature.

9. To meet labor compliance requirements, CDH requires that each Prime Contractor, Subcontractor, and every lower tier Subcontractor agrees to complete and submit all required eDocuments on LCPtracker.

All eDocuments are accessed, submitted and approved through LCPtracker. All eDocuments are submitted through CDH's Online Certified Payroll System using a PIN. If requested in writing by CDH, Prime Contractor, Subcontractor, and every lower tier Subcontractor shall provide to CDH any additional requested compliance documentation within no more than three (3) business days of request.

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or a letter stating the reasons why no business license is required. All contractors performing work on a project site located within an incorporated city must possess or obtain that city's business license. However, if the project is located in an unincorporated area of the County, and the contractor's business is located in an incorporated city, the contractor must possess or obtain a business license within the city where their business is located. An exception to the business license requirement will be aA letter explaining the exception to the business license requirement, if the contractor's business and the project work site are both located in an unincorporated area of the County.

Prime Contractor, Subcontractor, and every lower tier Subcontractor agree to do the following on project(s):

- **A.** Submit a hard copy of the Electronic Signature Authorization form within five (5) working days of executed contract - to establish a Personal Identification Number (PIN)) Form must be completed and signed by a company owner, partner, executive officer or designee (if applicable) before a contractor may establish a PIN and electronically sign documents online.
- **B.** Complete Project ID cards as specified.
- **C.** Submit required eDocuments online within ten (10) working days of executed contract.
- **D.** Submit *non-required eDocuments and other documentation online as specified.
- **E.** Submit CPRs online within ten (10) working days of the work week's ending date.
- **F.** Submit one CPR online per project, per week.
- **G.** Report all workers, including owners, partners and superintendents, who were onsite.
- **H.** All contractors must submit CPRs online from the start of the project until the time that they finish their work on the project.
- **I.** All contractors must submit a Statement of Non-Performance online to certify that no work was performed by their company for any week of the project they are not working.
- **J.** All contractors must submit a final CPR online for the last week they are working on-site.
- **K.** All contractors must pay every worker on a weekly basis (if applicable).
- **L.** All CPRs must indicate check number or direct deposit transaction number.

(*Non-required eDocuments are those eDocuments which are not mandatory per LCPtracker; however, which may be required for a particular job on a case-by-case basis as specified.)

REQUIRED DOCUMENTS

DOCUMENT QUICK REFERENCE
Document Name/Number
Prime Contractor – Due prior to Pre-Construction Conference
Executed Contract/Purchase Order (FLCCA and/or SLCCA must be attached)
Bonds (Performance/payment or labor and material bonds)
Prime/Subcontractor – Due prior to Start of Work
Contractor Information Form[2] (LCF 16-100)
Copy of all executed Sub-Contractor contracts (FLCCA and/or SLCCA must be attached) [2]
Business Certification (LCF 16-SAM 2) [2]
E-Signature Authorization Annual Form ***(Must be notarized)*** (LCF 16-1.0) [2]
Affirmative Action Compliance Form for Construction Contracts over $10,000 (LCF DB16-2.2)*[3]
Affidavit of Compliance with California Prevailing Wage Law (LCF CA16-3.4) [5]
Apprentice and Trainees Acknowledgement (LCF 16-XX) [4]
Certification of Bidder Regarding Equal Opportunity (LCF DB16-2.1)*[3]
Certification of Understanding and Authorization Form (LCF 16-1.2)*[3|4]
Checklist of Labor Law Requirements (LCF CA16-3.1) [5]
City Business License/Exception Letter[2]
Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (LCF DB16-2.0)*[3]
Fringe Benefit Statement Form (LCF 16-1.3)* [4]
Labor Compliance Contract Addendum – LCCA[2]
Project Wage Rate Sheet*[2](LCF -16-1.1)
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Prime/Subcontractor – Due Progression of Work – As Needed
C-10 Electrical Certification /Electrical Trainee (LCF 16-SAM 11)[5]
Employee CPR Certified Documentation[1|2]

*These forms are located on the LCPtracker online database discussed in, "Electronic Submission of Certified Payrolls" section and will be discussed by County CDH staff at the preconstruction conference.
[1] If applicable to contractor
[2] Applies to all regardless of Funding
[3] Federal Funds ONLY (Davis-Bacon)
[4] Federal ***and*** State Funds
[5] State Funds ONLY

STATE PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

(1) Determination of Prevailing Rates

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

(2) Payment of Prevailing Rates

Each worker of the Contractor, Subcontractor, lower tier Subcontractor engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor, Subcontractor, lower tier Subcontractor and their respective worker(s). California law prohibits the use of credits for Employer Payments to reduce the obligation to pay the hourly straight time or overtime wages specified as the Basic Hourly Rate in the general prevailing wage determination.

(3) Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor, Subcontractor or lower tier Subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Prime Contractor, Subcontractor or lower tier Subcontractor.

(4) Ineligible Contractors

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a Prime Contractor, Subcontractor, or lower tier Subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a Prime Contractor and a debarred subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by a Prime Contractor on the project shall be returned to the County. The Prime Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor or lower tier Subcontractor who has been allowed to work on the Scope of Work.

(5) Payroll Records

Pursuant to California Labor Code section 1776, the Prime Contractor, Subcontractor, and lower tier Subcontractor shall keep accurate certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. Each payroll record enumerated herein shall contain or be verified by a

written declaration that it is made under penalty of perjury stating both of the following: (1) the information contained in the payroll record is true and correct and (2) the Prime Contractor, Subcontractor, or lower tier Subcontractor has complied with the requirements of California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Prime Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County or the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Prime Contractor, Subcontractor, or lower tier Subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Prime Contractor;

(4) The Prime Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Prime Contractor, Subcontractor, or lower tier Subcontractor performing a part of the Scope of Work shall not be marked or obliterated. The Prime Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Prime Contractor shall have ten (10) days from receipt of the written notice specifying in what respects they must comply with the above requirements. In the event Prime Contractor does not comply with the requirements of this section within the ten (10) day period, the Prime Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Prime Contractor.

(6) Limits on Hours of Work

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Prime Contractor, Subcontractor, or lower tier Subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of the Prime Contractor, Subcontractor, or lower tier Subcontractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(7) Penalty for Excess Hours

The Prime Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Prime Contractor, Subcontractor, or lower tier Subcontractor for

each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Prime Contractor, Subcontractor or lower tier Subcontractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

(8) Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

1) Prime Contractor, Subcontractors and lower tier Subcontractors shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No Prime Contractor, Subcontractor, or lower tier Subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No Prime Contractor, Subcontractor, or lower tier Subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, Prime Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. Prime Contractor, Subcontractors, and lower tier Subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects, new or ongoing, on or after January 1, 2016.

a. The certified payroll must be submitted at least monthly to the Labor Commissioner.

b. The County reserves the right to require Prime Contractor, Subcontractors, and lower tier Subcontractor to submit certified payroll records more frequently than monthly to the Labor Commissioner.

c. The certified payroll records must be in a format prescribed by the Labor Commissioner.

2) Labor Code section 1725.5 states the following:

A Prime Contractor, Subcontractors, and lower tier Subcontractors shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a Prime Contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the Department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1st of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the Director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the Prime Contractor, Subcontractor or lower tier Subcontractor employs to

perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of Workers' Compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the Prime Contractor, Subcontractor, or lower tier Subcontractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The Prime Contractor, Subcontractor or Sub-Tier does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on, or engaging in the performance of, any contract for public works until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors

are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

3) Labor Code section 1771.1 states the following:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5(h).

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

1) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
2) A higher tiered public works contractor or subcontractor shall not be liability for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
3) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
   a) Manual delivery of the order to the contractor or subcontractor personally.
   b) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

      a. The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

      b. If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered

contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

4) Labor Code section 1771.4 states the following:

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) (A)Each contractor and subcontractor shall furnish the records specified in Section1776 directly to the Labor Commissioner, in the following manner:

(i) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, “monthly” means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(ii) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department's internet website.

(B) A contractor or subcontractor who fails to furnish records pursuant to subparagraph (A), relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per each day in which that party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars ($5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(C) The Labor Commissioner shall not levy a penalty pursuant to subparagraph (B) until a contractor or subcontractor fails to furnish the records pursuant to subparagraph (A) 14 days after the requirement set forth in clause (i) of subparagraph (A).

(D) Penalties pursuant to subparagraph (B) may only accrue to the actual contractor or subcontractor that failed to furnish the records pursuant to subparagraph (A).

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c)

(1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contract for public work, whether new or ongoing, on or after January 1, 2016.

(9) Compliance with California Labor Code section 1720.9

(1) Labor Code section 1720.9 expanded the definition of "public works" under the California Prevailing Wage Law to include the following:

(a) Hauling and delivery of ready-mixed concrete to carry out a public works, contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any pollical subdivision of the state.

(2) Section 1720.9 defines the term "ready-mixed concrete" and specifies that rate of pay shall be the current prevailing wage "for the geographic area in which the factory or batching plant is located" as determined by the DIR. The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with Prevailing Wage Law.

(3) Section 1720.9 requires that the entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in Section 1720.9(c).

(4) Section 1720.9(e) the entity hauling or delivering ready-mixed concrete for public works project shall be considered subcontractors and must register with the DIR as per Labor Code 1725.5.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

(1) Submit Contract Award Information (DAS-140)

- **a.** Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- **b.** The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
- **c.** Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work project.
- **d.** Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- **e.** Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

(2) Employ Registered Apprentices

- **a.** Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- **b.** All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- **c.** Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- **d.** Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- **e.** Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement

to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

(3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

c. When the Contractor has a direct contract with the Public Agency that is under $30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

(1) Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

(2) The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

(3) The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

(4) If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

i. **Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. **Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
B. A contracting agency for its reprocurement costs;
C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
D. A contractor's assignee(s);
E. A contractor's successor(s); or
F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

i. **Basic record requirements**

A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
C. **Additional records relating to fringe benefits**. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain

records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department

of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety

Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- **D.** A contractor’s assignee(s);
- **E.** A contractor’s successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of

the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 3

(Information for the Section 3 Report will be input on LCPtracker)

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)) ("Section 3") requires the San Bernardino County Community Development and Housing Department ("County") to ensure that employment, training, contracting and other economic and business opportunities generated by certain United States Department of Housing and Urban Development ("HUD") financial assistance, to the greatest extent feasible, is directed to public housing residents and other low- and very low-income persons, particularly recipients of government housing assistance, and business concerns.

Applicability

As a federal participating jurisdiction, the County receives Community Development Block Grant ("CDBG") funds and Home Investment Partnerships Program ("HOME") funds on an annual basis from HUD. These funds activate Section 3 which applies to any such jurisdiction, and any of its organizations, subrecipients, or other entities receiving in excess of $200,000 combined from HUD in any one year. The County occasionally may receive additional funding that may contain a Section 3 requirement.

If developers, contractors, and subcontractors and every Sub-tier need to hire new personnel or subcontract portions of Section 3 covered work, they must, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low-and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Business) and requires the same of its contractors.

Prime Contractor, Subcontractor and every Sub-tier shall agree to do the following on project(s) that are subject to Section 3 rules as described in 24 CFR Part 75:

A. Prior to the beginning of work and upon completion of a project, contractors, subcontractors and every Sub-tier will be required to certify that they will make or have made best efforts to follow the prioritization of efforts requirements for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as described in 24 CFR Part 75.
B. After completion of the project contractors, subcontractors and every Sub-tier will be required to certify that they have followed the prioritization of effort requirements. If the Safe Harbor benchmark requirements as described in 24 CFR Part 75 (see below) were not met, evidence of efforts made to assist low and very low-income persons with employment and training opportunities will need to be provided.
    1. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
    2. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.
C. Contractor will be responsible to implement efforts to achieve Section 3 compliance. Contractors submitting bids or proposals will be required to certify that they will comply with prioritization of efforts for employment, training and contracting as described in 24 CFR Part 75.
D. Contractors, Subcontractors and every Sub-tier must make their best efforts to award contracts and subcontract to business concerns that provide economic opportunities to Section 3 workers in the following priority:
    1. Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county)

in which assistance is located in the following order of priority (where feasible).

a. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
b. YouthBuild programs.

E. Contractors, Subcontractor and every Sub-tier will provide a Self-Certification Section 3 Worker and Targeted Worker Eligibility Form for qualified Section 3 worker and Targeted Section 3 workers as defined in 24 CFR Part 75. For the purpose of Section 3 worker eligibility, the Contractor, Subcontractor and sub-tier will use the individual income to determine eligibility. The income limits will be determined annually using the guideline published at https://www.huduser.gov/portal/datasets/il.html.

F. In the event Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, the Contractor, Subcontractor and Sub-tier may be required to follow the definition of Section 3 worker and Targeted Section 3 worker as defined in subpart B or subpart C of 24 CFR Part 75.

G. Contractors, Subcontractor and every Sub-tier that feel that they meet the Section 3 business requirements may self-register in the HUD Business Registry, here: http://www.hud.gov/Sec3Biz. Business may seek Section 3 business concern preference by demonstrating that it meets one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low-or very low-income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

H. Contractor, Subcontractor and every Sub-tier agree to collect, at the time of bid/proposal, a Self-Certification Section 3 Business Concern Eligibility form from any business that seeks a Section 3 preference and that meets the Section 3 business criteria as described above and in 24 CFR Part 75.

I. Contractors, Subcontractor and every Sub-tier will incorporate the Section 3 language in all Section 3 covered contracts or agreements to ensure contractors meet the requirements of 24 CFR Part 75.

J. Contractors agree to submit a Section 3 Cumulative Report monthly, annually and upon the completion of a project. Monthly reporting will need to be submitted at the beginning of each month for the preceding month. Additionally, reporting shall be submitted on an annual basis and at the end of each project.

3051 (42 U.S.C. 14043e *et seq.*); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR 2010 Comp., p. 273.

§ 5.105 [Amended]

■ 2. Amend § 5.105(a) by removing ''; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.''

PART 14—IMPLEMENTATION OF THE EQUAL ACCESS TO JUSTICE ACT IN ADMINISTRATIVE PROCEEDINGS

■ 3. The authority for part 14 continues to read as follows:

Authority: 5 U.S.C. 504(c)(1); 42 U.S.C. 3535(d).

§ 14.115 [Amended]

■ 4. Amend § 14.115 by removing and reserving paragraph (a)(5).

■ 5. Add part 75 to read as follows:

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart A—General Provisions

Sec.
75.1 Purpose.
75.3 Applicability.
75.5 Definitions.
75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.
75.11 Targeted Section 3 worker for public housing financial assistance.
75.13 Section 3 safe harbor.
75.15 Reporting.
75.17 Contract provisions.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

75.19 Requirements.
75.21 Targeted Section 3 worker for housing and community developmentfinancial assistance.
75.23 Section 3 safe harbor.
75.25 Reporting.
75.27 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources.
75.31 Recordkeeping.
75.33 Compliance.

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirementsto be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) *General applicability.* Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) *Public housing financial assistance.* Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act;and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) *Section 3 projects.* (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z–1 or 1701z–2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851*et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) thatare under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through **Federal Register** notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through **Federal Register** notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) *Contracts for materials.* Section 3 requirements do not apply to material supply contracts.

(c) *Indian and Tribal preferences.* Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) *Other HUD assistance and other Federal assistance.* Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD, Public housing,* and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq*.

Contractor means any entity enteringinto a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number ofpaid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limitedto, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an

advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architecturalservices, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housingand community development assistancethat funds Section 3 projects, including,but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performedby Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affectedby a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concernsare not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by aprior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewerthan 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity thathas a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance orfor a Section 3 project.

Subrecipient has the meaning provided in the applicable programregulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by § 75.3 will include notice that this partis applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) *Employment and training.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

(b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) *General.* PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the **Federal Register**. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the **Federal Register**, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipientsmeeting benchmarks, as well as other metrics reported pursuant to § 75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.15(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) *Reporting of labor hours.* (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section,and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hoursof a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, andfinding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop systemas defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) *Reporting by Small PHAs.* Small PHAs may elect not to report under

paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent withreporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker forhousing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, asdefined in § 75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the **Federal Register**. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the **Federal Register**, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.25 as deemed appropriate by HUD,for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workersor in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment ofthe labor hours of a full-time or part- time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is

otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in § 75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompassa population of 5,000 people accordingto the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints*. Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring*. HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under whichthe violation was found.

PART 91—CONSOLIDATED SUBMISSIONS FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS

■ 6. The authority citation for part 91 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 3601–3619, 5301–5315, 11331–11388, 12701–12711, 12741–12756, and 12901–12912.

§ 91.215 [Amended]

■ 7. Amend § 91.215(j) by removing ''24 CFR part 135'' and adding, in its place ''24 CFR part 75''.

§ 91.225 [Amended]

■ 8. Amend § 91.225(a)(7) by removing ''24 CFR part 135'' and adding, in its place ''24 CFR part 75''.

§ 91.325 [Amended]

■ 9. Amend § 91.325(a)(7) by removing ''24 CFR part 135'' and adding, in its place ''24 CFR part 75''.

§ 91.425 [Amended]

■ 10. Amend § 91.425(a)(1)(vii) by removing ''24 CFR part 135'' and adding, in its place ''24 CFR part 75''.

PART 92—HOME INVESTMENT PARTNERSHIPS PROGRAM

■ 11. The authority citation for part 92 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 12 U.S.C. 1701x and 4568.

■ 12. Amend § 92.508 as follows:
■ a. Remove paragraph (a)(7)(i)(B);
■ b. Redesignate paragraph (a)(7)(i)(C) as (a)(7)(i)(B); and
■ c. Add paragraph (a)(7)(xi).
The addition reads as follows:

§ 92.508 Recordkeeping.

(a) * * *
(7) * * *
(xi) Documentation of actions undertaken to meet the requirements of 24 CFR part 75 which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).
* * * * *

PART 93—HOUSING TRUST FUND

■ 13. The authority citation for part 93 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 12 U.S.C. 4568.

■ 14. Amend § 93.407 as follows:
■ a. Redesignate paragraphs (a)(5)(ii) through (ix) as paragraphs (a)(5)(iii) through (x);
■ b. Remove paragraph (a)(5)(i)(B);
■ c. Redesignate paragraph (a)(5)(i)(A) as paragraph (a)(5)(ii);
■ d. In newly redesignated paragraph (a)(5)(iv), remove ''24 part 35'' and add in its place ''24 CFR part 35''; and
■ e. Add paragraph (a)(5)(xi).
The addition reads as follows:

§ 93.407 Recordkeeping.

(a) * * *
(5) * * *
(xi) Documentation of actions undertaken to meet the requirements of 24 CFR part 75, which implements section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
* * * * *

CHAPTER I—OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT [AMENDED]

■ 15. Under the authority of 42 U.S.C. 3535(d), in chapter I, remove designated subchapter headings A and B.

PART 135 —[REMOVED]

■ 16. Remove part 135.

PART 266—HOUSING FINANCE AGENCY RISK-SHARING PROGRAM FOR INSURED AFFORDABLE MULTIFAMILY PROJECT LOANS

■ 17. The authority citation for part 266 continues to read as follows:

Authority: 12 U.S.C. 1707; 42 U.S.C. 3535(d).

§ 266.220 [Amended]

■ 18. Amend § 266.220(c) by removing ''; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as implemented by 24 CFR part 135''.

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

■ 19. The authority citation for part 570 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42U.S.C. 3535(d) and 5301–5320.

§ 570.487 [Amended]

■ 20. Amend § 570.487(d) by removing ''24 CFR part 135'' and adding in its place ''24 CFR part 75''.

§ 570.607 [Amended]

■ 21. Amend § 570.607(b) by removing ''24 CFR part 135'' and adding in its place ''24 CFR part 75''.

PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITHAIDS

■ 22. The authority citation for part 574 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42U.S.C. 3535(d) and 5301–5320.

§ 574.600 [Amended]

■ 23. Amend § 574.600 by adding ''and part 75'' after the phrase ''24 CFR part 5''.

PART 576—EMERGENCY SOLUTIONS GRANTS PROGRAM

■ 24. The authority citation for part 576 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42 U.S.C. 11371 *et seq.,* 42 U.S.C. 3535(d).

§ 576.407 [Amended]

■ 25. Amend § 576.407(a) by removing ''24 CFR part 135'' and adding in its place ''24 CFR part 75''.

PART 578—CONTINUUM OF CARE PROGRAM

■ 26. The authority citation for part 578 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42 U.S.C. 11381 *et seq.,* 42 U.S.C. 3535(d).

§ 578.99 [Amended]

■ 27. Amend § 578.99 by removing ''federal'' in the section heading and adding in its place ''Federal'' and removing ''24 CFR part 135'' in paragraph (i) and adding in its place ''24 CFR part 75''.

PART 905—THE PUBLIC HOUSING CAPITAL FUND PROGRAM

■ 28. The authority citation for part 905 continues to read as follows:

Authority: 42 U.S.C. 1437g, 42 U.S.C. 1437z–2, 42 U.S.C. 1437z–7, and 3535(d).

§ 905.308 [Amended]

■ 29. Amend § 905.308(b)(10) by removing ''24 CFR part 135'' and adding in its place ''24 CFR part 75''.

PART 964—TENANT PARTICIPATION AND TENANT OPPORTUNITIES IN PUBLIC HOUSING

30. The authority citation for part 964 continues to read as follows:

Authority: 42 U.S.C. 1437d, 1437g, 1437r, 3535(d).

■ 31. Revise § 964.320 to read as follows:

§ 964.320 HUD Policy on training, employment, contracting and subcontracting of public housing residents.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 75, PHAs, their contractors and subcontractors shall make best efforts, consistent with existing Federal, State, and local laws and regulations, to give low and very low-income persons the training and employment opportunities generated bySection 3 covered assistance (as this term is defined in 24 CFR 75.3) and to give Section 3 business concerns the contracting opportunities generated by Section 3 covered assistance.

PART 983—PROJECT-BASED VOUCHER (PBV) PROGRAM

■ 32. The authority citation for part 983 continues to read as follows:

Authority: 42 U.S.C. 1437f and 3535(d).

§ 983.4 [Amended]

33. Amend § 983.4 by removing the definition of ''Section 3—Training, employment and contracting opportunities in development''.

§ 983.154 [Amended]

■ 34. Amend § 983.154 by removing (c) introductory text and paragraph (c)(1) and redesignating paragraph (c)(2) as paragraph (c).

PART 1000—NATIVE AMERICAN HOUSING ACTIVITIES

■ 35. The authority citation for part 1000 continues to read as follows:

Authority: 25 U.S.C. 4101 *et seq.;* 42 U.S.C. 3535(d).

■ 36. Revise § 1000.42 to read as follows:

§ 1000.42 Are the requirements of Section3 of the Housing and Urban Development Act of 1968 applicable?

No. Recipients shall comply with Indian preference requirements of Section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 5307(b)), oremployment and contract preference laws adopted by the recipient's tribe inaccordance with Section 101(k) of NAHASDA.

Benjamin S. Carson, Sr.,

Secretary.

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AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 41, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to ensure that equal opportunity for employment is practiced by the Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding Affirmative Action for federally assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

A. The Affirmative Action program embodies the following principles:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and San Bernardino County.

2. The implementing entity is committed to ensure that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.

3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federally assisted construction or non-construction contract that exceed $10,000 or $10,000 in the aggregate over a 12-month period.

2. Contractors and Subcontractors who enter into a CONSTRUCTION CONTRACT in excess of $10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:

1. All Contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of $50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

2. All Subcontractors rendering services or supplies to a Contractor in the amount of $50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a Contractor that do not exceed $10,000 in the aggregate over a 12-month period.

2. Contracts for Work outside the United States

3. State and Local Governments

4. Contracts with certain educational institutions

5. Work on or near Indian Reservations

6. Specific contracts and facilities found exempt by Deputy Assistant Secretary

7. Contracts with religious entities
8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

II. SATISFYING AFFIRMATIVE ACTION PLAN

A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).

2. Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).

3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

A. “Affirmative Action” is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.

B. “Affirmative Action Plan” is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds $50,000, or $50,000 in contracts over a 12-month period.

C. “Contract” means a federally assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.

D. “Construction” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.

E. “Contractor” means a prime Contractor or Subcontractor.

F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;

G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;

H. “Employee” means one who performs work for compensation, or a person who is permanently or regularly employed by the Contractor or Subcontractor.

I. "Employer Identification Number" means the Federal Social Security Number;

J. “Disability” means any individual who:

1. Has a physical or mental impairment, which substantially limits one or more major life activities of such individual;

2. Has a record or such impairment or,

3. Is generally regarded as having such an impairment.

K. "Employer Identification Number" means the Federal Social Security Number;

L. “Implementing Entity” means public jurisdiction who is administering the contract.

M. “Minority” includes:

1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

4. American Indian or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).

N. “Non-construction Contract” means any contract that does not fall within the definition of “Construction Contract”.

O. “Officer” means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.

P. “Persons” means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.

Q. “Underutilization” means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.

R. “Vietnam-Era Veteran” means a person who:

1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

S. Violation and Appeal Procedure:

1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that compliant to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.

2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall: 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.

3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.

4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).

5. Rehabilitation Act of 1973, as amended (disability) Pub. l 93-112 as amended. (29 USCA 701-794).

6. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq*.

5. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

EQUAL OPPORTUNITY CLAUSES

The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.

EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United states.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

(1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans' status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

(3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

(7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.

(8) As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service System" means the local office of the federal - state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Colombia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

(12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(13) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(15) The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified

(2) disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(3) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(5) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.

(6) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(7) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

(8) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT PROVISIONS (EXECUTIVE ORDER 11246, PURSUANT TO 41 CFR 60-4.3 (a)

1. As used in these specifications:

    a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

    b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

    c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.

    d. "Minority" includes:

        (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

        (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

        (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

        (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable the able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees that each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject manner.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minor8ty and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum

results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CRF 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at lease include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

Minority Goals

The goal for the utilization of women employees on federally assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the OFCCP-Pacific Region at (415) 848-6969.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts
and related subcontracts exceeding $100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor to include, or cause to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

A TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Award Construction Contract to R.J. Noble Company for Pavement Improvements - Zone 1 & Cypress Avenue Project (ST260).

RECOMMENDATION

1) Approve a Measure I Fund (322) transfer of $319,093, from Chino Hills Parkway Rehabilitation Project (R7231) to Pavement Improvements Zone 1 & Cypress Avenue Project (ST260) for a revised project budget of $974,993; 2) approve the plans and specifications for construction as approved by the Director of Public Works; 3) award a construction contract to R.J. Noble Company for $852,884 for Project ST260; 4) authorize approved contract change orders up to ten percent (10%), for construction contingencies; and 5) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There is a cost savings identified in the project budget previously allocated to Chino Hills Parkway Rehabilitation Project (R7231). Approving this action transfers Measure I funds from Project R7231 in the amount of $319,093 to Project ST260. There is no fiscal impact on the Measure I fund, as this is a budget transfer reallocating funds between Capital Improvement Program (CIP) projects. Fiscal Year 2026-27 project budget is summarized below:

Project ST260 – Pavement Improvements Zone 1 & Cypress Avenue				
Fund	**Adopted Budget**	**Budget Transfer-In**	**Expenditures**	**Available Budget**
G7806 - CalRecycle Grant	$8,400	$0	$0	$8,400
327 – SB1 Road Maintenance and Rehabilitation Program (SB1 RMRA)	$647,500	$0	$116	$647,384
322 – Measure I	$0	$319,093*	$0	$319,093
			Total Available Budget	**$974,877**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

Revenue:	Expenditure: 3227190-40003-R7231/ST260
Transfer In:	Transfer Out:

BACKGROUND

California Streets and Highways Code Section 2108.1 requires that jurisdictions maintain a Pavement Management System (PMS). The City of Chino's PMS, last updated in February 2022, includes a database of evaluated pavement conditions and prioritizes pavement repairs based on observed surface distresses, structural strength, and other field data. Street segments are ranked with a Pavement Condition Index (PCI) score to determine repair priority.

Using condition data, annual pavement projects are grouped for construction by the City's quadrant-based capital improvement zones. This quadrant-based approach reduces contractor travel distances, improves construction efficiency, and allows for phasing of work to one zone per year to achieve economy of scale. This cyclical method enables consistent allocation of time and resources to maintain and improve the roadway network equitably.

Consistent with this approach, design work began in FY25–26 for Pavement Improvements – Zone 1 and Cypress Avenue (ST260). The project scope includes crack sealing, slurry sealing, asphalt grind and overlay on Cypress Avenue, minor concrete repairs to improve drainage, and pavement restriping. Slurry seal locations within Zone 1 were selected based on their low to moderate distress and narrow crack widths. Cypress Avenue was grouped with Zone 1 improvements due to the similar scope of work and to achieve more competitive bid pricing. Last year, the City completed Project ST241, which constructed six (6) ADA curb ramps at the intersection of Cypress Avenue and Filmore Street. Project ST260 will return to Cypress Avenue to complete asphalt grind and overlay activities from Walnut Avenue north to the end of the cul-de-sac. Future pavement projects will continue to rely on the City's Pavement Management System to identify and prioritize roadway maintenance needs.

ISSUES/ANALYSIS

On May 14, 2026, the City issued an Invitation for Bids (IFB No. 2026-0012) "ST260 – Pavement Improvements Zone 1 & Cypress Avenue" via PlanetBids, in accordance with the City's procurement policies and Public Contract Code. On June 11, 2026, the City received eleven (11) bids. The results were as follows:

No.	Contractor	Bid Amount
1	RJ Noble Company	$852,884.00
2	All American Asphalt	$881,889.40
3	Estate Design & Construction	$942,600.00
4	Copp Contracting, Inc.	$996,196.00
5	LC Paving & Sealing, Inc.	$998,237.00
6	Onyx Paving Company, Inc.	$1,041,370.00
7	Hillcrest Contracting, Inc.	$1,043,392.00
8	Gentry Brothers, Inc.	$1,052,551.00
9	Elegant Construction, Inc.	$1,056,070.00
10	Granite Construction Company	$1,117,111.00
11	Van Engineering	$1,446,280.00

RJ Noble Company was the lowest responsive and responsible bidder. Staff recommend that the City Council award a construction contract for $852,884 to RJ Noble Company for the Pavement Improvements Zone 1 & Cypress Avenue Project (ST260). Staff also recommend that the City Council authorize up to $85,288 (10% of the contract amount) for construction contingencies as allowable per Public Contract Code. Staff reviewed the Contractor's licensing, bonding, references, and list of subcontractors submitted for the project and found all bid submittal documentation to be in order. The estimated project construction costs are itemized below:

Project Task	**Vendor**	**Total**
Construction	RJ Noble Company	$852,884
10% Construction Contingency(1)	As allowable per Public Contract Code	$85,288
Geotechnical Engineering Services(2)	AESCO	$31,705
Inspection Overtime	City Staff	$5,000
	Total Estimated Construction Costs:	**$974,877**

This project is exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the CEQA Guidelines - Existing Facilities, which includes the operation, repair, and maintenance of highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and other similar facilities. In compliance with CEQA Guidelines, a Notice of Exemption was filed with the San Bernardino County Recorder's Office prior to the advertisement for bids.

Attachments: Exhibit A – ST260 Project Location Map
Exhibit B – Construction Contract (RJ Noble Company)

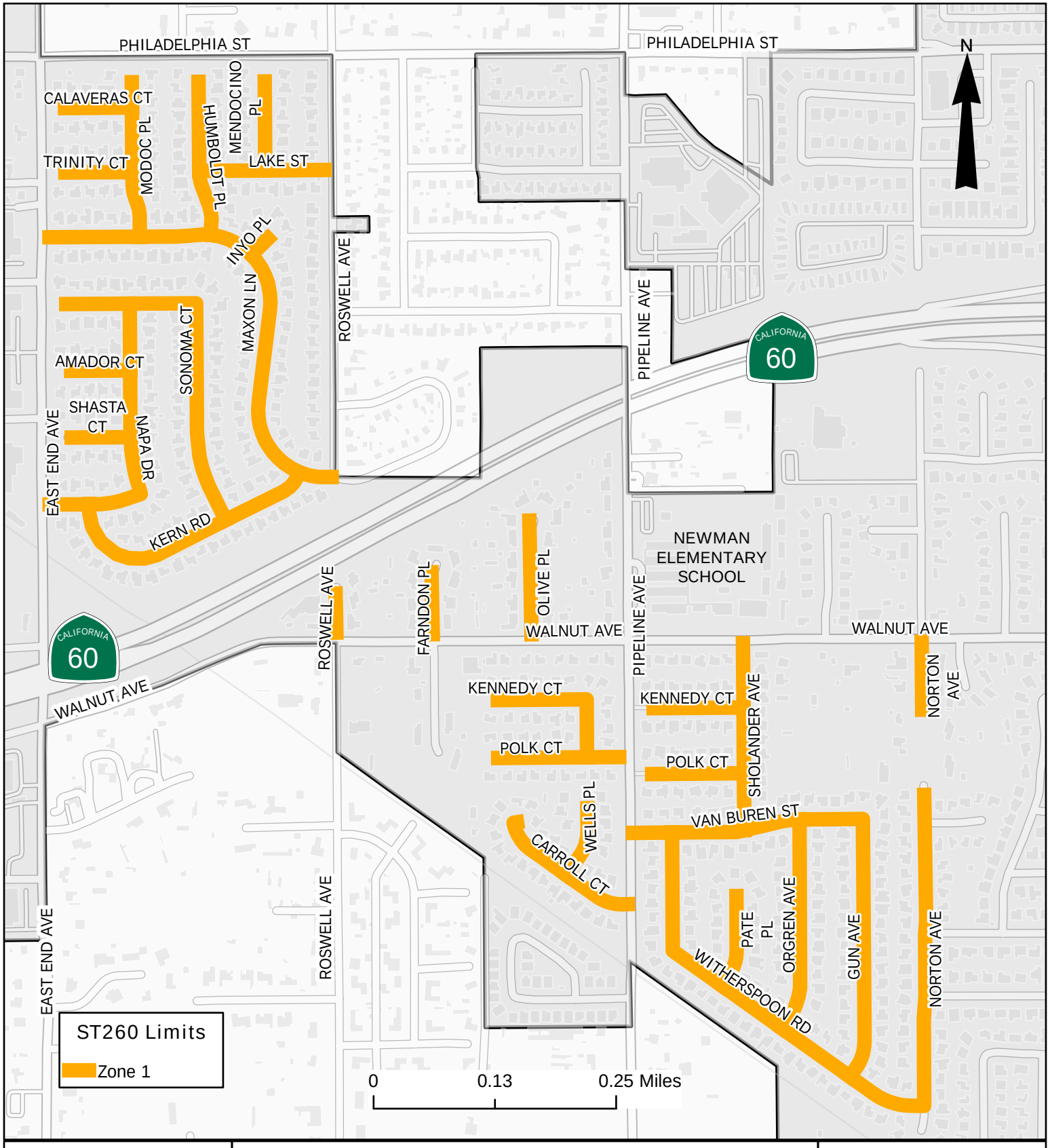


Exhibit A - Vicinity Map

ST260 Pavement Improvements - Zone 1 and Cypress Avenue



1572

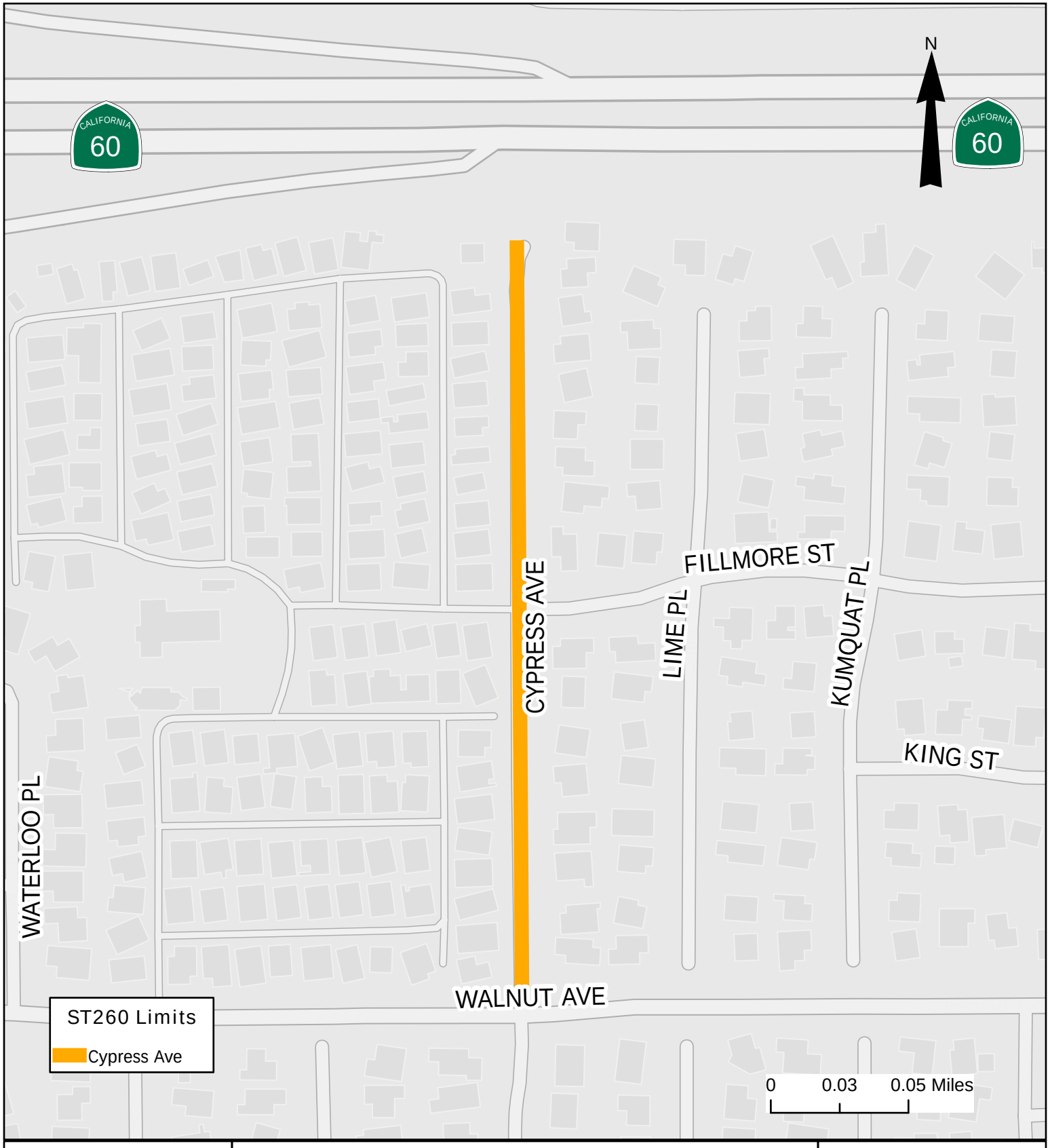


Exhibit A - Vicinity Map

ST260 Pavement Improvements - Zone 1 and Cypress Avenue



1573

Contract No.:_____
Approved:_____

AGREEMENT

Pavement Improvements Zone 1 & Cypress Avenue Project
Project No. ST260

THIS AGREEMENT is made and entered into this 7th day of July, 2026 by and between THE CITY OF CHINO, a municipal corporation, hereinafter called "City", and **R.J. Noble Company**, 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 **Pavement Improvements Zone 1 & Cypress Avenue Project (ST260)** 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 **Eight Hundred Fifty-Two Thousand Eight Hundred Eighty-Four Dollars and Zero Cents** (**$852,884.00**) 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 after the date set forth in the Notice to Proceed from the City and the work shall be completed within Forty-Five (45) working days. 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.

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:

City Attorney

Approved as to Content:

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

R.J. Noble Company

Dated: _____

By: _____

(Signature)

Name: _____
(Please Type or Print Name)

Title: _____
(Please Type or Print Title)

CITY OF CHINO

Dated: _____

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

Date

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Establishment of a New Capital Improvement Program (CIP) Project and Award of a Professional Services agreement to PBK Architects California, Inc. for Conceptual Architectural Design Services for a Public Works Administration/Operations Building.

RECOMMENDATION

1) Establish project PF273 - Public Works Administration/Operations Building and appropriate $94,180from the available Development Impact Fee (DIF) General Facilities Fund (233) reserves; 2) award a professional services agreement for $94,180 to PBK Architects California, Inc., Rancho Cucamonga, CA for Conceptual Architectural Design Services; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $94,180 from the available DIF General Facilities Fund (233) reserves, as shown in the table below:

Public Works Administration Building (PF273)	
Funding Source	**Appropriation**
233 – DIF General Facilities	$94,180
***Total Project Budget:**	**$94,180**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Effective Technology

Revenue:	Expenditure: 2337005-40010-PF273
Transfer In:	Transfer Out:

BACKGROUND

The Chino Public Works Department currently operates from both Chino City Hall and the Public Works Services Yard (PW Yard) located at 5050 Schaefer Avenue, approximately 1 mile southwest of the Civic Center. The PW Yard was built in 1983. There are three (3) enclosed buildings with combined space of approximately 17,250 square feet.

Building Description	**Approximate Square Footage**
Public Works Services Administration	2,600 SF
Field Operations and Inventory Building (Metal Shed)	9,900 SF
Fleet Shop/Maintenance Bays	4,750 SF
Total enclosed area	**17,250 SF**

The PW Yard serves as the primary administrative and operations office for the Department and supports the delivery of public works services citywide.

The Public Works Department has 128 employees consisting of a mix of Part-time and Full-time positions supporting various divisions, including Administration, Engineering, Right-of-way Permits and Inspections, Water Operations, Water Resources and Services, Development Engineering, and Public Works Service Center. In addition to administrative and operations functions, the PW Yard houses Fleet Management Operations, which includes a building that houses four maintenance bays and tools used for the servicing and repairing of City's light-duty and heavy-duty vehicles and equipment. Of the four bays, two are equipped for mid-size vehicles, one is equipped for heavy duty long axel vehicles, and one is equipped for small vehicles only. One bay is also utilized for Police for accident damage assessments related to accident investigation. This bay should be a protected and secure bay as the vehicle is considered as an evidence.

The PW Yard also serves as the City's permanent Household Hazardous Waste (HHW) collection facility and provides operational space for equipment storage, materials management, and field staff deployment. The HHW program is provided by the City of Chino in partnership with San Bernardino County. As the department's operational responsibilities and staffing levels have increased over time, the facility continues to serve multiple functions from a site originally developed in the early 1980s.

ISSUES/ANALYSIS

The PW Yard was originally constructed to support a smaller workforce and service area than exists today. As the City has grown and expanded services, staffing levels, regulatory requirements, and operational responsibilities have also expanded, placing increased demands on Public Works services that were not designed to accommodate current needs. The existing building faces challenges such as limited capacity for an expanding workforce and outdated configuration, which has created operational inefficiencies and constraints to meet the needs of the community.

In addition to space limitations, the facility requires ongoing maintenance and upgrades to address aging building systems. While these investments help maintain operations, they do not

resolve fundamental deficiencies related to functionality, workspace needs, technology integration, and coordination among Public Works divisions. As service demands continue to increase, the Department requires a facility that can better support efficient operations and long-term organizational needs. The Field Operations/Inventory and Fleet Shop/Maintenance Bays buildings lack proper heating and cooling systems to provide relief during extreme hot summers and winter cold days as required by CalOSHA.

To proactively address these challenges, the Public Works Department is initiating a conversation and recommends the City start planning now for the development of a new Public Works Administration/Operations Building. As an initial step, establishing a CIP project and initiating a conceptual design will allow the City to evaluate space requirements, develop preliminary building concepts, identify project costs, and establish a roadmap for future design and construction. This approach ensures informed decision making while strategically positioning the City to meet current and future service demands. Having a conceptual design could also provide the City an opportunity for a public/private partnership with a developer.

The new PW Yard is being proposed to be constructed on an empty lot owned by the City of Chino, located east of the existing PW Yard and North of the Chino Valley Fire Department, Station 61 located at 5078 Schaefer Avenue (Exhibit A). The proposed new Fleet Services Building will be located westerly from the existing Public Works Services Yard office building in an empty lot owned by the City of Chino at the north-east corner of Schaefer Avenue and 3rd Street (Exhibit A).

The conceptual design for the proposed Public Works administration Building could be envisioned as a three-story facility totaling approximately 60,000 square feet, with each floor consisting of approximately 20,000 square feet. The facility is being planned to accommodate the needs of the community and would include dedicated employee and visitor parking areas. Preliminary programming elements include administrative office space, conference and training rooms, a Supervisory Control and Data Acquisition (SCADA) control room, a Traffic Management Center, a data center/server room, warehouse space, employee locker rooms and showers, and a fitness area. The site concept also includes solar panel covered parking stalls and a backup generator to enhance energy efficiency, operational resilience, and continuity of critical Public Works functions during emergencies. These elements will be further evaluated and refined during the conceptual design phase to ensure the facility meets the City’s current and future operational needs.

After construction of a new PW Administration/Operations building and construction of new fleet bays, existing metal building and fleet shop/bays will be demolished to make room for additional vehicle parking as the fleet vehicles are continuing to increase as the City’s workforce is right-sized to accommodate the growing needs of the community.

On February 19, 2026, the City released a Request for Proposals (RFP No. 2026-0005) for “Public Works Services Yard – Conceptual Design Services” via PlanetBids, in accordance with City procurement policies. The City received Fourteen (14) proposals by the closing date of March 19, 2026. A review committee, consisting of City Staff, evaluated proposals separately to maintain confidentiality and fairness. Staff then scored these proposals using the following weighted criteria:

- Experience/Qualifications: 20%
- Past Performance/References: 20%

- Plan Methodology/Project Approach: 30%
- Quality and Responsiveness of Proposal: 15%
- Cost Evaluation: 15%

Following evaluation of all proposals and reference checks, PBK Architects California, Inc. received the highest average score and is being recommended for contract award. Evaluation results are as follows:

RANK	CONSULTANT	RANK	CONSULTANT
1.	PBK Architects California, Inc.	8.	Owen Group Limited Partnership
2.	Griffin Structures, Inc.	9.	Studio 2G Architects
3.	Huitt-Zollars, Inc.	10.	TAIT & Associates, Inc.
4.	Acton Architecture, Inc.	11.	iARCHsocal
5.	IDS Group	12.	TR Design Group, Inc.
6.	HMC Architects	13.	BFK Architecture + Planning
7.	K+R Design Inc.	14.	Kadre Architects, Inc.

Staff recommend the City Council approve the establishment of project PF273 - Public Works Administration Building and the appropriation of $94,180 to project PF273 from the DIF General Facilities Fund (233). Additionally, staff recommend the City Council award a professional services agreement to PBK Architects California, Inc., for $94,180 for Architectural Conceptual Design Services for project PF273.

Attachments: Exhibit A – Project Vicinity Map
Exhibit B – PBK Architects PSA



Exhibit A - Vicinity Map

City of Chino
Public Works Service Yard



1582

Project Name/No.: Public Works Administration Building **Contract No.: _____**

Project Manager: PW/ A. Espinoza **Approved: _____**

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
PBK ARCHITECTS CALIFORNIA, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 7th day of July, 2026 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and **PBK Architects California, Inc.**, a California Corporation ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Ninety-Four Thousand One Hundred Eighty Dollars and Zero Cents ($94,180.00)** (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, 2028, 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:

Andrew Thompson	Principal-in-charge
(Name)	(Title)
Jesse Miller	Managing Sr. Principal
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Albert Espinoza, Deputy Director of Public Works/ City Engineer,** or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
PBK ARCHITECTS CALIFORNIA, INC.:

By:_____

Name:
Title:

By:_____

Name:
Title:

Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

Include Proposer's Scope of Services to be provided, Understanding of the City's needs, Technical approach and methods, Benchmarks for performance, Innovation suggestions (if any).

Exhibit A. Plan Methodology/Project Approach

SCOPE OF SERVICES TO BE PROVIDED

PBK routinely provides comprehensive architectural and engineering services for public-sector clients, supporting projects from early planning and feasibility through construction and closeout. Our standard scope is structured, repeatable, and scalable, allowing us to adapt to a wide range of municipal and public works projects while maintaining consistent quality, coordination, and accountability. PBK's services emphasize clear communication, multidisciplinary integration, constructability, and alignment with agency budgets, schedules, and operational requirements.

Our services will include:

- Facility assessments, operational needs analysis, and space programming
- Site investigation and evaluation of existing conditions
- Stakeholder coordination and programming workshops with City staff
- Development of conceptual site plans and facility layouts
- Preparation of conceptual architectural floor plans and diagrams
- Preparation of conceptual renderings and visual presentation materials
- Development of a Basis of Design narrative
- Preparation of a Rough Order of Magnitude (ROM) construction cost estimate
- Preparation and delivery of the Digital Concept Design Booklet

Optional services (if selected by the City):

- Preparation of interior renderings of key spaces
- Development of animated visualization or fly-throughs of the proposed facility
- Creation of a virtual reality walk-through of the conceptual design

PROJECT UNDERSTANDING

PBK understands that the City of Chino is seeking professional services to develop a preliminary conceptual design for a new Public Works Corporation Yard and Fleet Services facility that supports current operations while accommodating future growth. This phase will help the City define operational needs, establish space requirements, evaluate site and facility concepts, and develop a clear conceptual framework for the project.

Through stakeholder coordination and collaborative planning, PBK will help the City explore design alternatives and deliver a Concept Design Booklet including conceptual site plans, facility layouts, renderings, and a Rough Order of Magnitude (ROM) construction cost estimate to support future project planning and multi-year capital outlay plan.

TECHNICAL APPROACH AND METHODS

PBK will implement a collaborative and structured planning process to guide the conceptual design effort and ensure alignment with the City of Chino's operational goals, schedule, and budget. With decades of experience delivering municipal and public works facilities, PBK understands that while many municipal programs include similar spaces, the operational procedures and workflows of each department can vary significantly. Our approach focuses on understanding these operational needs and translating them into functional, efficient facility end-user design solutions.

At PBK, our design process is driven by our core philosophy—**Listen, Learn, Lead**, which guides the team from early stakeholder engagement through conceptual design development.



SoCal Edison Machine Shop – New machine shop and repair facility building incorporating state of the art fabrication and repair equipment.

Listen. The process begins with engagement with City staff and project stakeholders to understand existing operations, site conditions, and departmental needs. Early meetings, site visits, and discussions allow the team to gather information and confirm project goals while gaining insight into the operational priorities of the Public Works and Fleet Services divisions.

Learn. PBK will conduct programming discussions and collaborative workshops with City representatives to define space requirements, operational adjacencies, and site considerations. These programming efforts help establish a clear understanding of departmental workflows, facility functions, and future growth considerations that will influence the conceptual design.

Lead. Using the information gathered during the programming process, PBK will guide the City through the conceptual design phase. The team will develop conceptual site plans and facility layouts that support operational efficiency, effective site circulation, and long-term flexibility. Conceptual renderings and diagrams will be prepared to clearly communicate design ideas and support stakeholder feedback.

Throughout the process, PBK emphasizes clear communication and interactive collaboration with City staff. Workshops and design discussions allow the team to test ideas in real time, explore alternatives, and build consensus around the preferred conceptual solution. The results of this process will inform the preparation of the Concept Design Booklet, which will include conceptual plans, renderings, and a Rough Order of Magnitude (ROM) construction cost estimate to support the City's future planning and decision-making.



SoCal Edison Big Creek Control Building – 40,000 SF new administration and control building. Included secure Hydrology control center.

BENCHMARKS FOR PERFORMANCE

PBK will track project progress against clearly defined milestones to ensure timely delivery of the conceptual design phase and alignment with the City's goals and schedule. Performance will be measured through adherence to project timelines, responsiveness to City staff, and the quality and completeness of deliverables provided throughout the conceptual design process.

- **Project Kickoff and Site Investigation –** Conduct site visit and kickoff meeting with City staff to confirm project goals, schedule, and coordination procedures.
- **Programming and Needs Assessment –** Facilitate stakeholder discussions to define operational requirements, space needs, and functional adjacencies.
- **Concept Development –** Prepare conceptual site plans, facility layouts, and preliminary design concepts for review with City stakeholders.
- **Draft Concept Presentation –** Present draft conceptual design options, including diagrams and renderings, for stakeholder feedback.
- **Final Concept Design Booklet –** Deliver the finalized Concept Design Booklet including conceptual plans, renderings, and a Rough Order of Magnitude (ROM) construction cost estimate.

Optional services (if selected by the City):
- Interior concept renderings of key program spaces
- Animated project fly-through of the conceptual design
- Interactive virtual reality walkthrough of the proposed facility

INNOVATION SUGGESTIONS

PBK will explore opportunities during the conceptual design phase to enhance functionality, employee well-being, and long-term campus efficiency for the Public Works facility. Potential considerations include:

- **Employee Well-Being and Workplace Environment –** Office layouts that support positive mental health outcomes, access to daylight, and collaborative workspaces.
- **Outdoor Amenities and Wellness Opportunities –** Walking paths, shaded seating areas, and outdoor break spaces for staff.
- **Integrated Campus Planning –** Opportunities to create a cohesive Public Works campus, including improved circulation and potential consolidation of site areas, including possibly consideration for partial vacation of a portion of 4th street to connect and unify all City owned parcels.
- **Innovation and Technology -** Integration of smart building and operational technologies to support efficient Public Works operations, including building automation systems, fleet electrification infrastructure, enhanced security and access control, and digital infrastructure to support SCADA, Traffic Management Center (TMC), and data systems.

SCOPE OF WORK

The following is our understanding of the scope of work for this project:

1. Assist the City of Chino in developing conceptual design plans, basis of design narratives, exterior renderings and a ROM Cost Estimate for your future Public Works Corporate Yard and Fleet Services facility to house current staff of 115-130 full-time and part-time employee's in Administration, Engineering Services, and Operation & Maintenance departments and allow for future growth.
2. The specific scope of work shall include, but be not limited to the following design program elements:
   a. **New Public Works Office - 3 Stories (20,000 SF Per Floor) to house the following program:**
      - Front Desk Reception and Seating Area
      - Offices & Open-Office Cubicles
      - Supervisory Control & Data Acquisition (SCADA) room
      - Traffic Management Center (TMC) room
      - Conference/Training rooms
      - Data Center/Computer and server room(s)
      - Warehouse
      - Showers and Lockers
      - Workout Gym
      - Storage Area(s)
   b. **New Fleet Maintenance Building/Shop Area (Approx. 9,000 SF)**
   c. **Site Elements Including:**
      - New Laydown Area
      - Solar panel covered parking stalls
      - Visitor Parking Area w/ EV Charging Stations (Approx. 10,000 SF)
      - Secured Employee Parking Area w/ EV Charging Stations (Approx. 40,000 SF)
      - Site Emergency Power Back-Up Generator
      - On-Site Water Quality Management Plan (WQMP)
      - Off-Site Public Improvements, such as public sidewalks, driveways, ADA ramps, utility undergrounds and potential re-routing.

SPECIFIC PROJECT TASKS

To prepare the deliverables, the fee includes the following Tasks:

1. Site visit/Investigation to observe and photograph the conditions around the existing and proposed Public Works Yard & Fleet Maintenance Building/Shop Area. Conduct a brainstorming session with City staff during the site walk-through.
2. Coordination and Meetings - Participate in six (6) client stakeholder meetings to discuss and explore concepts for the proposed project all client meetings and presentations will be in person unless noted otherwise by City staff. The specific meetings will include:
   a. Meeting #1 - Site Visit/Investigation preliminary brainstorming
   b. Meeting #2 - Kick-Off Meeting to set vision and goals for the proposed site/project.
   c. Meeting #3 - Programming and space needs analysis meeting with departments to review needs for the proposed site/project.
   d. Meeting #4 - Design Workshop to develop a site plan, floor plans, and building designs
   e. Meeting #5 - Draft Design Presentation
   f. Meeting #6 - Final Design Presentation

PROJECT DELIVERABLES

The following design deliverables shall be provided:

1. Concept Design Booklet to include the following:
   a. Basis of Design Narrative – Architectural, Civil, Landscape, Structural, and MEP
   b. Existing Site Aerial Image and Existing Conditions Photo Collage
   c. Conceptual Site Demolition Plan
   d. Conceptual Site Remodel Plan
   e. Space Program
   f. Conceptual Floor Plans
   g. Eight (8) Exterior Renderings total; Four (4) for the Proposed Public Works Yard and Four (4) for Fleet Maintenance Building
   h. Opinion of Probable Costs, Rough Order of Magnitude (ROM), cost estimate for this type of construction, alterations & remodels, and associated on-site and off-site improvements. The ROM Cost Estimate shall include itemized cost for the following program spaces:
      - New Public Works Office Building itemized by floor and by individual divisions (operations & maintenance, administration, and engineering), and by individual rooms & spaces.
      - New Public Works Fleet Maintenance Building itemized by individual rooms & spaces
      - New Public Works Wall and Public Improvement Expansion at the existing site
      - New Laydown Area
      - New Visitor Parking Area
      - New Secured Employee Parking Lot
      - New Secured Fleet Parking Area
      - Other Site Elements

PROJECT ASSUMPTIONS

Per the RFQ, and subsequent Addendum #1, we have made the following assumptions:

1. If selected, PBK shall provide proof that we are regularly maintaining insurance policies in the coverage amounts stipulated for Worker's compensation and employer's liability insurance ($1,000,000), Comprehensive General and Auto Liability Insurance ($2,000,000) and Professional Liability Insurance ($2,000,000).
2. We have developed our fees based on your initial Request For Proposal (RFP), and subsequent Addendum #1, issued via PlanetBids.
3. Fee is shall be all-inclusive, on a fixed fee/lump sum basis, and valid for a period of 120 Days as stipulated in the RFP.
4. PBK will not implement any fee increases without the City's prior review and approval, ensuring there are no unexpected costs and that all adjustments are mutually agreed upon.
5. The fee's contained within are only for the preliminary design phase of work. If the City elects for PBK to proceed with future full design and engineering phases for future planning department design and entitlement phases, or to prepare the construction documents, specifications, and comprehensive cost estimate for the future permitting and construction of the project, additional fee's will need to be negotiated.

REIMBURSABLE EXPENSES

Reimbursables shall generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.

Reimbursable expenses shall be billed above and beyond the basic AE fees for professional services at a cost of 1.1 times the original value. Reimbursable expense transaction records or receipts shall be made available upon request.

INVOICING

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase tasks and billed upon completion of each task for that month, as stipulated by the RFP.

EXCLUDED SERVICES

We have identified the following exclusions:

1. Any Agency submission, including City of Chino Planning Department or Building Department plan check
2. Any City or County related Fee's
3. Full architectural and engineering design
4. CEQA Phase I Initial Study and Phase 2 Studies
5. Animations & Virtual Walk-Thru Models are excluded, unless the City chooses to proceed forward with the additive scope.
6. All project design phases, other than Pre-Design Phase, are excluded.
7. Design changes or revisions after final deliverables are provided. If additional design revisions are required, this will require an add-service.
8. Special Consultants
9. Speciality Studies of any kind, including CASP Accessibility Assessment, Energy Studies, Hazardous Material Surveys, or Environmental DTSC Studies.
10. Food Service Design
11. Electrical Design for Fleet Warehouse and maintenance beyond basis
12. Electrical Solar/PV/Vehicle Charging Station Sizing Design
13. Electrical Emergency Generator Sizing Design
14. Preparation of any As Built or Record Drawings to document existing conditions.
15. Commissioning & Decommissioning Services
16. Blast Protection Design for Battery Storage Systems
17. FF&E Design & Procurement
18. CEQA Phase 1 or Phase 2 Studies

ADDITIVE SCOPE

Please note we have included a separate fee for the proposed additive scope of work to prepare interior renderings, animations, and a virtual reality walk-through. The requested tasks, including recommended additional meetings is included in the Task 2 fee breakdown on the proceeding pages.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT C-1

STAFFING TABLE - TASK 1

Our fee below is for the base scope of work:

	TASK 1 - BASE RFP SCOPE OF WORK																			
	Site Investigation	Facility Assessment	Operational Needs Assessment	Space Programming	Meeting #1 (Site Brainstorm Meeting)	Meeting #2 (Kick Off Meeting)	Meeting #3 (Programming & Space Needs)	Meeting #4 (Design Workshop)	Meeting #5 (Draft Design Presentation)	Meeting #5 (Final Design Presentation)	Concept Design Booklet (Basis of Design Narrative)	Concept Design Booklet (Photo Collage)	Concept Design Booklet (Concept Site Demo Plan)	Concept Design Booklet (Concept Site Remodel Plan)	Concept Design Booklet (Space Program)	Concept Design Booklet (Concept Floor Plans)	Concept Design Booklet (8) Concept Renderings)	ROM COST ESTIMATE		
Staffing	Hours																		Hourly Rate	Cost/Total
PBK Architectural Services																				
Principal-In-Charge, Andrew Thompson	2	1	0	0	1	1	2	2	2	1	1	0	0	0	1	0	0	7	$350.00	$ 7,350.00
Architect of Record, Jesse Miller - **NON CHARGABLE**	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	0	$0.00	$ 0.00
Director of Planning, Joshua Jackson	0	0	2	1	1	1	2	1	0	0	0	0	0	0	2	0	0	0	$350.00	$ 3,500.00
Planner, TBD	0	2	2	7	0	0	8	1	0	0	0	0	0	0	7	0	0	0	$180.00	$ 4,860.00
Senior Designer, Victor Robles	2	2	0	1	1	1	1	4	2	2	0	0	1	2	0	2	4	0	$275.00	$ 6,875.00
Architectural Designer, TBD	0	0	0	0	0	0	1	12	4	1	4	4	8	10	0	10	25	0	$180.00	$ 14,220.00
Interior Designer Director, Sherine Teymour	0	0	2	1	1	1	1	4	4	1	0	0	0	0	2	2	0	0	$350.00	$ 6,650.00
Interior Designer, TBD	0	2	0	0	0	0	1	4	2	1	3	0	0	0	0	1	0	0	$180.00	$ 2,520.00
QA/QC, Joseph Monfreda	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	$350.00	$ 1,400.00
TOTAL	**4**	**7**	**6**	**10**	**4**	**4**	**16**	**28**	**17**	**9**	**8**	**4**	**9**	**12**	**12**	**16**	**30**	**7**		**$47,375.00**
In-House Engineering (Basis of Design Narratives)																				
MEP + Technology + Low Voltage + Security + FP Engineer, TBD	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	$280.00	$ 840.00
Structural Engineer, TBD	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	$270.00	$ 540.00
Civil Engineer, TBD	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	$275.00	$ 825.00
Landscape Architect, TBD	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	$210.00	$ 420.00
TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$2,625.00**
	Hours																		Total Hours	Cost/Total
GRAND TOTAL	**4**	**7**	**6**	**10**	**4**	**4**	**16**	**28**	**17**	**9**	**18**	**4**	**9**	**12**	**12**	**16**	**30**	**7**	**213**	**$50,000.00**

STAFFING TABLE - TASK 2

Our fee below is for the additive scope of work:

	TASK 2 - ADDITIVE SCOPE OF WORK											
	Meeting #1 (Kick-Off Meeting)	Meeting #2 (Interior Design Meeting #1)	Meeting #3 (Interior Design Meeting #2)	Meeting #4 (Draft Deliverable Preentation)	Draft Deliverable (Interior Renderings)	Draft Deliverable (Animation)	Draft Deliverable (Virztual Reality Walk Through)	Final Deliverable (Interior Renderings)	Final Deliverable (Animation)	Final Deliverable (Virtual Reality Walk Through)		
Staffing	Hours										Hourly Rate	Cost/Total
PBK Architectural Services												
Principal-In-Charge, Andrew Thompson	2	2	2	2	1	1	1	1	1	1	$350.00	$ 4,900.00
Architect of Record, Jesse Miller - **NON CHARGABLE**	0	0	0	0	1	1	1	1	1	1	$0.00	$ 0.00
Director of Planning, Joshua Jackson	0	0	0	0	0	0	0	0	0	0	$350.00	$ 0.00
Planner, TBD	0	0	0	0	0	0	0	0	0	0	$180.00	$ 0.00
Senior Designer, Victor Robles	2	2	2	4	8	4	1	2	2	1	$275.00	$ 7,700.00
Architectural Designer, TBD	2	2	2	4	20	10	8	8	8	4	$180.00	$ 12,240.00
Interior Designer Director, Sherine Teymour	2	4	4	4	10	4	0	0	0	0	$350.00	$ 9,800.00
Interior Designer, TBD	2	4	4	4	20	10	1	8	0	0	$180.00	$ 9,540.00
QA/QC, Joseph Monfreda	0	0	0	0	0	0	0	0	0	0	$350.00	$ 0.00
TOTAL	**10**	**14**	**14**	**18**	**60**	**30**	**12**	**20**	**12**	**7**		**$44,180.00**
In-House Engineering (Basis of Design Narratives)												
MEP + Technology + Low Voltage + Security + FP Engineer, TBD	0	0	0	0	0	0	0	0	0	0	$280.00	$ 0.00
Structural Engineer, TBD	0	0	0	0	0	0	0	0	0	0	$270.00	$ 0.00
Civil Engineer, TBD	0	0	0	0	0	0	0	0	0	0	$275.00	$ 0.00
Landscape Architect, TBD	0	0	0	0	0	0	0	0	0	0	$210.00	$ 0.00
TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$0.00**
	Hours										Total Hours	Cost/Total
GRAND TOTAL	**10**	**14**	**14**	**18**	**60**	**30**	**12**	**20**	**12**	**7**	**197**	**$44,180.00**

HOURLY RATES

The following hourly rate tables for all proposed personnel are included for potential future additional services not specifically identified in the base Scope of Work. Any additional services will be performed only upon written authorization from the City.

ARCHITECTURE (PBK)	HOURLY RATE
Principal / Client Executive Director	$350.00
Senior Project Manager / Director	$310.00
Project Manager	$300.00
Senior Project Architect	$275.00
Project Architect	$260.00
Construction Services Manager	$250.00
Construction Services Coordinator	$200.00
Production Staff	$180.00
Draftsman	$180.00
Interior Designer	$170.00
Intern	$155.00
Designer	$130.00
Administrative	$120.00

LANDSCAPE ARCHITECTURE (PBK)	HOURLY RATE
Principal / Client Executive / Director	$350.00
Project Manager	$230.00
Senior Landscape Architect / Designer	$210.00
Production Staff	$180.00
Landscape Architect / Designer	$175.00
Administrative	$120.00

CIVIL ENGINEERING (PBK)	HOURLY RATE
Principal / Client Executive / Director (President/VP)	$350.00
Project Manager	$300.00
Construction Services Manager	$250.00
Civil Engineer	$275.00
Production Staff	$180.00
Civil Draftsman	$160.00
Administrative	$120.00

MEP/T ENGINEERING (PBK)	HOURLY RATE
Principal / Client Executive / Director	$350.00
Senior Project Manager / Director	$325.00
Project Manager	$300.00
Mechanical / Electrical / Plumbing / IT Engineer	$280.00
Mechanical / Electrical / Plumbing / IT Designer	$250.00
Construction Services Manager	$250.00
Construction Administrator / Services Coordinator	$200.00
MEP Draftsman / Production Staff	$180.00
BIM Technician	$170.00
Administrative	$120.00

STRUCTURAL ENGINEERING (PBK)	HOURLY RATE
Principal / Client Executive / Director	$350.00
Senior Project Manager / Director	$325.00
Project Manager	$300.00
Senior Project Engineer	$285.00
Project Engineer	$270.00
BIM Manager / Structural Senior Designer	$230.00
Production Staff	$180.00
BIM Technician / Structural Designer	$170.00
Administrative	$120.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

*****Finalized deadline dates will be contingent upon actualized projects schedules, which shall be approved by the City in writing. Consultant will coordinate with 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: JULY 7, 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 $250 to Chino High School Sports Boosters (Football Program).

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2026-27 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 High School Sports Boosters (Football Program) - $250: Builds strong connections between the Chino community, Chino High's faculty, students, and the school, working together for athletic success across the board.

By approving this contribution, the Chino High School Sports Boosters (Football Program) will be better equipped to provide services to our community. Therefore, as proposed by Mayor Pro Tem Curtis Burton, it is recommended that the City Council approve this community support contribution.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JULY 7, 2026

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

FROM: **COUNCIL MEMBER FLORES**

SUBJECT

Community Support Fund – Council Member Flores.

RECOMMENDATION

Approve a community support fund contribution of $500 to the Chino Valley Chamber Foundation for the Chamber of Commerce Leadership Collaborative Cohort Fundraiser.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2026-27 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure: 1002000 43300 N2032
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Flores recommends that the City Council approve the following contribution:

- $500 to Chino Valley Chamber Foundation – This community support donation is in support of the Chino Valley Chamber of Commerce Leadership Collaborative Cohort, which selected non-profit Chino Neighborhood House for this year's donation. The Chino Neighborhood House provides groceries/food and hygiene items to low-moderate income families and individuals in the community.

By approving this contribution, Chino Valley Chamber Foundation will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Flores, staff recommends that the City Council approve this community support contribution.