

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

MAJESTIC CHINO HERITAGE, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
MAJESTIC CHINO HERITAGE, LLC

Agreement Date: May 5, 2026

Subdivider Name: Majestic Chino Heritage, LLC, a Delaware limited liability company

Subdivision Description: Construction of two concrete tilt up buildings totaling 2,082,750 SF on approximately 97 acres of land at the SE corner of Mountain Avenue and Bickmore Avenue.

Vesting Tentative Parcel Map No.: PM-20071

Estimated Total Cost of Improvements: \$4,064,200.00

Estimated Total Cost of Monumentation: \$5,211.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: _____

Surety: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Majestic Chino Heritage, LLC c/o Majestic Realty Co., Manager's agent Attention: Ed Konjoyan, Senior Vice President 13191 Crossroads Parkway North 6 th Floor City of Industry, CA 91746 562-692-9581 ekonjoyan@majesticrealty.com
CITY PROJECT INSPECTOR	OWNER:
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	Orange County Flood Control District c/o Chief Real Estate Officer County of Orange 400 W. Civic Center Dr., 5th Floor Santa Ana, CA 92701 thomas.miller@ceo.oc.gov

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 5th day of May, 2026, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and MAJESTIC CHINO HERITAGE, LLC, a Delaware limited liability company ("Subdivider").

RECITALS

A. Subdivider has obtained approval of a subdivision map identified as Vesting Tentative Parcel Map No. 20071 (the "Map"), to subdivide approximately 9 acres located at the SE corner of Mountain Avenue and Bickmore Avenue in the City of Chino, County of San Bernardino, State of California (the "Property"), the Map and Property are as depicted on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map (as agreed to by the signature hereon of the Orange County Flood Control District, the "Owner" of the Property) . City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving the Map and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto and pursuant to the agreed upon engineer's estimate thereof (the "Works of Improvement"), as the same may be supplemented and revised from time to time as

set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$4,064,200.00.

1.2. Other Obligations Referenced in Conditions of Vesting Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

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

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

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on the Map in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

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

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

the City Engineer. The City and Subdivider shall mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective prior to City Acceptance, and after Final Acceptance as required by Section 7 below.

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

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to reasonably decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

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

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

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

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits

and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect on June 17, 2022 when the time the Vesting Tentative Parcel Map submittal was deemed complete. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

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

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

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

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall recommend acceptance of the Works of Improvement by the City Council. Final acceptance shall occur on the date the City Council accepts the Works of Improvement ("Final Acceptance") and shall not constitute a waiver by the City Engineer of defective work subsequently discovered. The City Engineer and the City shall not unreasonably withhold, condition or delay their acceptance of the Works of Improvement.

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

1.16. Vesting of Ownership. Upon Final Acceptance by City, ownership of the Works of Improvement located within the City streets and easements shown on the Map described in Recital B shall vest in the City. Owner consents to this provision.

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

1.18. Injury to Public Improvements, Public Property or Public Utility. Until Final Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvement. Subdivider shall replace or repair all Works of Improvement which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the Final Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Notwithstanding the foregoing, neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause but except for their sole negligence or intentional wrongful act, occurring to the Works of Improvement prior to Final Acceptance of the Works of Improvement.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement within one (1) year following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole reasonable discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of

Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. If City's control and regulation of the phasing of specific Works of Improvement hinders Subdivider's ability to timely complete the Works of Improvement and Subdivider is able to document such impact to the City in writing, subject to the City Engineer's reasonable written approval, the deadlines specified in Section 2.1 shall be extended for time period(s) coterminous with the period of delay caused by City's control and regulation of the phasing. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further Certificate(s) of Occupancy on the Property until such phasing requirements are satisfied. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a reasonable determination by the City Engineer, completion of specific Works of Improvement or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding anything in this Agreement to the contrary, Subdivider's time for performance of its obligations shall be extended for the period of any delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, fires, natural disasters, acts of God, acts of the public enemy, strikes, lockouts, riots, epidemics, pandemics, quarantine restrictions, freight embargos, acts or failures to act of a public agency (including City), changes to the scope or phasing of work required by City, and similar causes; provided, however, that the period of any delay hereunder shall not include any period longer than ten (10) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for Subdivider's performance.

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

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

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

agreements with contractors and subcontractors for the performance of the Works of Improvement.

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

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

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security solely based upon the provisions of Section 4.2 and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$4,064,200.00, which is equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount of \$2,032,100.00, which

is equal to 50% of the estimated construction cost referenced in Section 1.1.

- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$5,211.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$406,400.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall in the event of such expiration or failure, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall reasonably require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

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

anything herein to the contrary, prior to City's draw on any such letter of credit, City shall provide Subdivider with ten (10) days' written notice of its intent to draw on the letter of credit.

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

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

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

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

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees in effect as of June 17, 2022 when the Map submittal was deemed complete.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication. City shall use good faith efforts to promptly accept all offers of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If within said one (1) year period, due to any reason other than improper maintenance, any of the Works of Improvement should fail or prove defective or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within thirty (30) days after written notice of such defects, subject to force majeure, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing and diligently prosecuted to completion. Should Subdivider fail to commence to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City shall provide notice to Subdivider that it will commence such repairs and replacements, may thereafter make such repairs and replacements, and the reasonable actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for thirty (30) consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 120 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement, after the giving of notice and expiration of applicable cure period.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required improvements. The City may use the sums provided by the securities, pursuant to the terms of this Agreement, for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any failure to perform its obligations under this Agreement, and the same results in a default in accordance with the last sentence of this Section 8.2, Subdivider authorizes the City to (i) perform the obligation for which Subdivider is in default and agrees to pay the entire reasonable cost of such performance by the City, and (ii) take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement. Notwithstanding any provision of this Agreement to the contrary, Subdivider shall not be in default under this Agreement unless and until City provides written notice of any failure of Subdivider to perform its obligations hereunder to Subdivider and to Subdivider's surety, and such failure shall continue for thirty (30) days after Subdivider and Subdivider's surety receive City's written notice, provided that, if more than thirty (30) days are reasonably required to cure the such failure to perform, then such thirty (30) day period shall be extended for such longer period of time as Subdivider reasonably requires to cure the failure to perform so long as Subdivider commences cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

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

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

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

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in each case due to Subdivider's failure to properly perform Subdivider's obligations under this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all third party claims, demands and causes of action, as well as any and all liability or loss of any sort resulting from such claims, demands and causes of action, because of, or arising out of, acts or omissions) of Subdivider, its agents, employees, contractors and subcontractors resulting in the failure of Subdivider to properly perform its obligations under this Agreement, except to the extent such claims, demands, causes of action, liability or loss are attributable to the sole negligence or intentional wrongful act of the City, its officials, boards, commissions, the members thereof, agents and employees, including all third party claims, demands, causes of action, as well as all liability or loss resulting from such third party claims, demands, and causes of action, because of or arising out of, in whole or in part, the design or construction of the Works of Improvement by or for the benefit of Subdivider. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Works of Improvement as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements in each case constituting Works of Improvement. Final Acceptance of the Works of Improvement shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for

the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement Plans or Map, except to the extent of any negligent action or inaction taken or intentional wrongful act by the City in approving the Plans or Map.

After Final Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect of any Works of Improvement for a period of one (1) year following such recordation. Notwithstanding any provision of this Section 9 to the contrary, Subdivider shall (i) not be responsible for routine maintenance and (ii) have no obligation to indemnify, defend or hold harmless any indemnified party from any claims, demands, causes of action, liability or loss if the same arises due to the sole negligence or intentional wrongful act of the City or any other indemnified party. Clause (ii) in the preceding sentence in no way changes the exculpation of the City for liability pursuant to the last sentence of the preceding paragraph. The Security Instruments shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all reasonable costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section. Subdivider's indemnity obligations specified in this Section shall automatically terminate one (1) year after Final Acceptance.

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

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

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

- (iv) Completed operations; and
- (v) Products liability.

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

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

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

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

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

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

insurance the City does possess shall be considered excess insurance only.”

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

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

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider and Owner, as applicable, shall provide City with a written warranty in a form substantially similar to Exhibit “C” attached hereto and incorporated herein by reference.

12.2. Subdivider and Owner, as applicable, shall, promptly after acquiring actual knowledge of the same, give written notice to City of:

- (a) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- (b) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

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

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Owner hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently assigned by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of the interest to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, Subdivider's indemnity and other obligations specified in this Agreement shall automatically terminate one (1) year after the Final Acceptance, with no litigation filed by any third party before the expiration of this one-year period, and if any such litigation is so filed, then the applicable provisions shall continue in force only with respect to such filed litigation until finally resolved.

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

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance. Notwithstanding the foregoing, Subdivider has vested rights created in connection with the City's approval of Vesting Tentative Parcel Map No. 20071.

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

13.5. Time of the Essence. Time is of the essence of City's and Subdivider's performance of all of its respective obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

Fred Galante
City Attorney

Dated: _____

APPROVED AS TO CONTENT:

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

Dated: _____

**MAJESTIC CHINO HERITAGE, LLC,
a Delaware limited liability company**

By: MAJESTIC REALTY CO.,
a California corporation

Its: Manager's Agent

By: _____
(Name and Title)

Dated: _____

**ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic**

Thomas A. (Mat) Miller
Chief Real Estate Officer
Pursuant to Board of Supervisors Minute Order
dated October 25, 2016

Dated: _____

CITY OF CHINO

Dr. Linda Reich, City Manager

Dated: _____

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

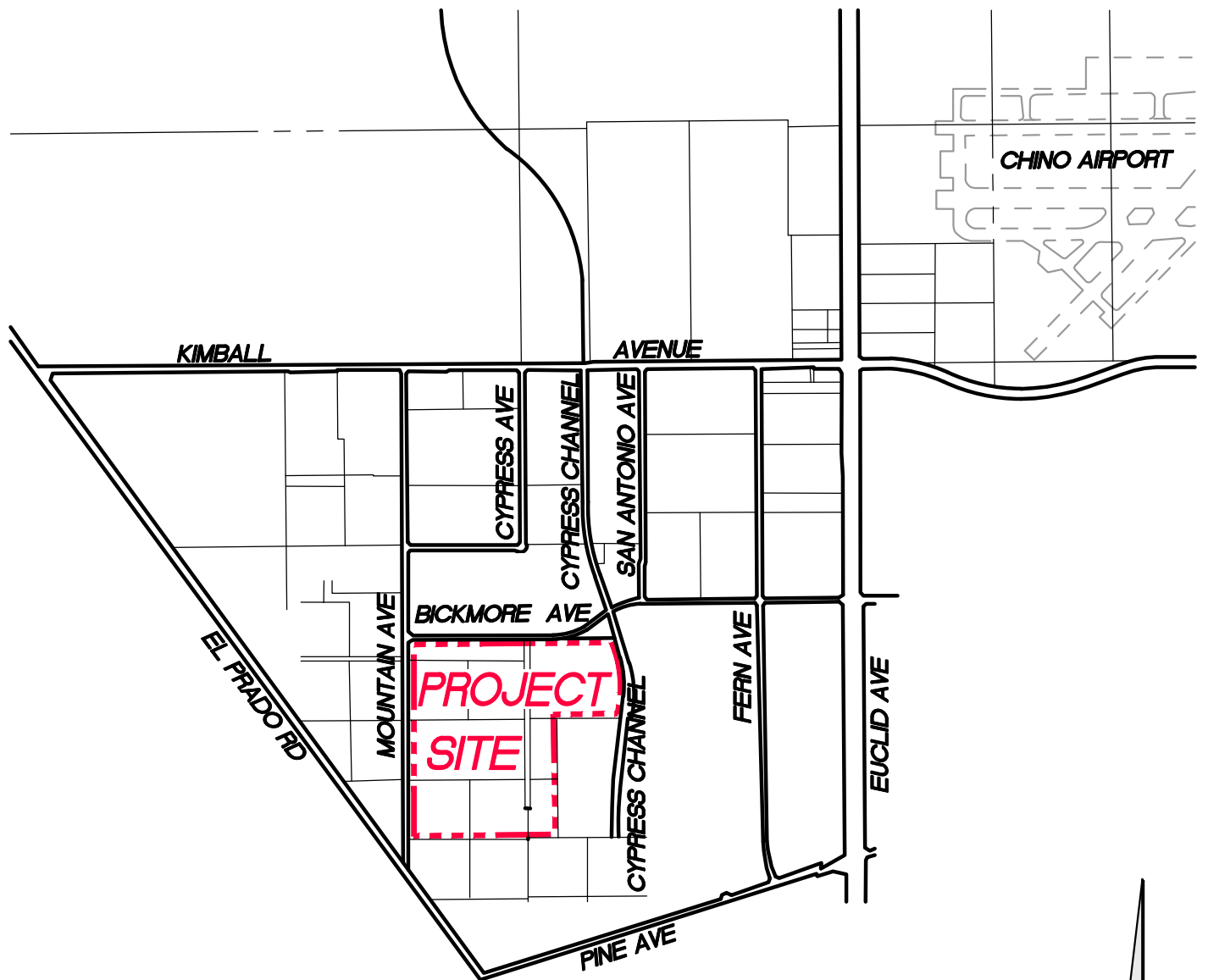
Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "A"
VESTING TENTATIVE PARCEL MAP

PM 20071



NOT TO SCALE



MAJESTIC CHINO HERITAGE

EXHIBIT A - VICINITY MAP



EXHIBIT "B"

PARCEL MAP 20071 WORKS OF IMPROVEMENT

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

The Subdivider shall also perform all work and furnish all materials necessary, in the reasonable opinion of the Director of Public Works or her designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes as required by Section 1.6 of the Agreement.



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 880.00	\$ -
	CY	Concrete Removal	\$ 358.00	\$ -
964	CY	AC Pavement Removal	\$ 110.00	\$ 106,040.00
	CY	Imported Common Fill (Incl. Compaction)	\$ 37.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.10	\$ -
1981	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 29.00	\$ 57,449.00
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ -
	LF	PCC Curb Only	\$ 22.00	\$ -
	LF	8" A.C. Berm	\$ 22.00	\$ -
1280	SF	8" PCC Cross Gutter on 6" AB	\$ 18.00	\$ 23,040.00
22991	SF	4" PCC Sidewalk	\$ 6.40	\$ 147,142.40
	SF	6" PCC Thick Drive Approach on 6" AB	\$ 13.75	\$ -
3960	SF	8" PCC Thick Drive Approach on 6" AB	\$ 16.50	\$ 65,340.00
	LF	2" x 6" Redwood Header	\$ 8.25	\$ -
	EA	Street Sign and Post	\$ 523.00	\$ -
	EA	Traffic Sign and Post	\$ 440.00	\$ -
	EA	Reflector Sign and Post	\$ 193.00	\$ -
	EA	Painted Legend	\$ 7.00	\$ -
	SF	Prime or Tack Coat	\$ 0.09	\$ -
	TON	AC Variable - <300T	\$ 143.00	\$ -
2070	TON	AC Variable - >300T	\$ 132.00	\$ 273,240.00
	TON	CAB Variable - <300T	\$ 110.00	\$ -
2328	TON	CAB Variable - >300T	\$ 99.00	\$ 230,472.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS

	EA	Adjust Sewer Manhole to Grade	\$ 1,045.00	\$ -
	EA	Adjust Sewer Cleanout to Grade	\$ 550.00	\$ -
20	EA	Adjust Water Valve and Can to Grade	\$ 578.00	\$ 11,560.00
23	EA	Street Light (City Owner)	\$ 8,470.00	\$ 194,810.00
2	EA	Electrical Pedestal	\$ 7,150.00	\$ 14,300.00
	EA	Lot Monument Setting Fee	\$ 605.00	\$ -
2487	LF	Sawcut A.C.	\$ 3.30	\$ 8,207.10
	LF	Sawcut Concrete	\$ 3.30	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.31	\$ -
	LF	Signing & Striping for		
		Arterial	\$ 21.00	\$ -
2600	LF	Collector	\$ 14.00	\$ 36,400.00
		Local	\$ 8.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 385,000.00	\$ -
	EA	Modify existing Traffic Signal per Quadrant	\$ 82,500.00	\$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 28.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 39.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 12,650.00	\$ -
		Distribution	\$ 8,800.00	\$ -
		Service	\$ 3,300.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS

11500	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 17.00	\$ 195,500.00
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 330.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 550,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 193.00	\$ -
	SF	Approach	\$ 4.40	\$ -
1	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,400.00	\$ 4,400.00
	EA	Traffic Signal Loops	\$ 660.00	\$ -
42069	SF	Cold Plane A.C. 3" Thick	\$ 0.40	\$ 16,827.60
577	LF	C & G Removal	\$ 18.00	\$ 10,386.00
1	EA	DEMO & RE-CONSTRUCT EXIST ADA RAMP	\$ 8,000.00	\$ 8,000.00

STREETS

		STREET SUBTOTAL		\$ 1,403,114.10
1	LS	Mobilization (5% of Construction Cost)	5%	\$ 70,155.71
1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 70,155.71
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 70,155.71
1	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 70,155.71

GRAND TOTAL STREETS ONLY				\$ 1,683,736.92
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CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER

2539	LF	Trench Support/Shoring (6 foot depth)	\$ 17.00	\$ 43,163.00
	CY	Pipe Bedding & Compaction (Imported)	\$ 99.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 88.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 110.00	\$ -
2539	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 149.00	\$ 378,311.00
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 193.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 165.00	\$ -
	EA	6" Gate Valve	\$ 2,200.00	\$ -
	EA	8" Gate Valve	\$ 2,860.00	\$ -
3	EA	12" Gate Valve	\$ 4,950.00	\$ 14,850.00
	EA	18" Gate Valve	\$ 8,250.00	\$ -
14	EA	Fire Hydrant Assembly per City Std.	\$ 8,250.00	\$ 115,500.00
2	EA	Blow-off Assembly 2" per City Std.	\$ 9,460.00	\$ 18,920.00
1	EA	2" Air Relief Assembly	\$ 4,950.00	\$ 4,950.00
	EA	1" Water Service/Meter	\$ 3,850.00	\$ -
8	EA	2" Water Service/Meter	\$ 4,950.00	\$ 39,600.00
34	LF	10" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 110.00	\$ 3,740.00
8	EA	1-1/2" RPP Backflow Device - Std 430A	\$ 1,250.00	\$ 10,000.00
1	EA	Thrust Block per Std 460	\$ 500.00	\$ 500.00
2	EA	10" Gate Valve	\$ 3,500.00	\$ 7,000.00
2	EA	10" DCDA - Std 473	\$ 12,000.00	\$ 24,000.00
1	EA	12" Blind Flange	\$ 500.00	\$ 500.00

WATER

		WATER SUBTOTAL		\$ 661,034.00
1	LS	Mobilization (5% of Construction Cost)	5%	\$ 33,051.70



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120

LOCATION : Off Site Mountain Ave @ Bickmore Ave

By: PBLA

DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 33,051.70
GRAND TOTAL WATER ONLY				\$ 727,137.40



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER

2617	LF	Trench Support/Shoring (6 foot depth)	\$ 17.00	\$ 44,489.00
	CY	Pipe Bedding (Imported)	\$ 99.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 88.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 110.00	\$ -
2617	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 149.00	\$ 389,933.00
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 193.00	\$ -
	EA	6" Gate Valve	\$ 2,200.00	\$ -
	EA	8" Gate Valve	\$ 2,860.00	\$ -
2	EA	12" Gate Valve	\$ 4,950.00	\$ 9,900.00
	EA	18" Gate Valve	\$ 8,250.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 8,250.00	\$ -
1	EA	Blow-off Assembly 2" per City Std.	\$ 9,460.00	\$ 9,460.00
1	EA	2" Air Relief Assembly	\$ 4,950.00	\$ 4,950.00
1	EA	1" Water Service/Meter	\$ 3,850.00	\$ 3,850.00
6	EA	2" Water Service/Meter	\$ 4,950.00	\$ 29,700.00
3	EA	16" Gate Valve	\$ 4,950.00	\$ 14,850.00
1	EA	16" X 12" REDUCER	\$ 950.00	\$ 950.00
1	EA	16" TEE	\$ 1,750.00	\$ 1,750.00
1	EA	12" C-900 45 Degree Ell	\$ 900.00	\$ 900.00
2	EA	Thrust Block per Std 460	\$ 500.00	\$ 1,000.00
				\$ -

RECYCLED WATER

		RECYCLED WATER SUBTOTAL		\$ 511,732.00
1	LS	Mobilization (5% of Construction Cost)	5%	\$ 25,586.60
1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 25,586.60



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120

LOCATION : Off Site Mountain Ave @ Bickmore Ave

By: PBLA

DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
GRAND TOTAL RECYCLED WATER ONLY			\$	562,905.20



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 17.00	\$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	\$83.00	\$ -
77	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	\$102.00	\$ 7,854.00
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	\$113.00	\$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	\$135.00	\$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	\$157.00	\$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	\$179.00	\$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	\$212.00	\$ -
	LF	24" Installed, including excavation, bedding, backfill and pavement restoration	\$229.00	\$ -
	EA	Sewer Saddle	\$495.00	\$ -
	EA	Wyes 4" x 8" Typical	\$248.00	\$ -
1	EA	48" Sewer Manhole	\$5,170.00	\$ 5,170.00
	EA	60" Sewer Manhole	\$8,250.00	\$ -
	EA	Sewer Cleanout	\$1,980.00	\$ -

SEWER				
		SEWER SUBTOTAL		\$ 13,024.00
1	LS	Mobilization (5% of Construction Cost)	5%	\$ 651.20
1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 651.20
GRAND TOTAL SEWER ONLY				\$ 14,326.40



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STORM DRAIN

	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 253.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 275.00	\$ -
1	EA	Storm Drain Manhole #1	\$ 11,000.00	\$ 11,000.00
1	EA	Junction Structure #2 (24" or larger)	\$ 9,735.00	\$ 9,735.00
	EA	Junction Structure #4 (24" or smaller)	\$ 4,400.00	\$ -
	EA	Outlet Structure	\$ 7,700.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,920.00	\$ -
1	EA	Catch Basin 7' Width/L.D.	\$ 8,690.00	\$ 8,690.00
	EA	Catch Basin 10' Width/L.D.	\$ 10,945.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 12,100.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 14,300.00	\$ -
44	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 220.00	\$ 9,680.00
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 264.00	\$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 286.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 308.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 325.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 341.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 352.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 363.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 396.00	\$ -
698	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 424.00	\$ 295,952.00
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 484.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 550.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 616.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 688.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 759.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 842.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 913.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,012.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,183.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 770.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 902.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 957.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,210.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,210.00	\$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 748.00	\$ -
1	EA	REMOVE PLUG & JOIN W/ CONC COLLAR	\$ 1,500.00	\$ 1,500.00
1	EA	GRATED BASIN - SPPWC 305-4	\$ 5,500.00	\$ 5,500.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ 342,057.00
1	LS	Mobilization (5% of Construction Cost)	5%	\$ 17,102.85
1	LS	Traffic Control (5% of Construction Cost)	5%	\$ 17,102.85
GRAND TOTAL STORM DRAIN ONLY				\$ 376,262.70



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
 LOCATION : Off Site Mountain Ave @ Bickmore Ave
 By: PBLA
 DATE: 3/19/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS				
		GRAND TOTAL STREETS ONLY		\$ 1,683,736.92
		GRAND TOTAL WATER ONLY		\$ 727,137.40
		GRAND TOTAL RECYCLED WATER ONLY		\$ 562,905.20
		GRAND TOTAL SEWER ONLY		\$ 14,326.40
		GRAND TOTAL STORM DRAIN ONLY		\$ 376,262.70
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 3,364,368.62

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 336,436.86
		<i>Construction Staking</i>	3%	\$ 100,931.06
		<i>Soils Testing</i>	1%	\$ 33,643.69
		<i>Material Testing</i>	1%	\$ 33,643.69
		<i>Construction Inspection</i>	4.8%	\$ 161,489.69
		<i>Contract Administration</i>	1%	\$ 33,643.69
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 4,064,157.29



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL 18-0120
LOCATION: Off Site Mountain Ave @ Bickmore Ave
By: PBLA
DATE: 3/19/2026

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

BY ENGINEER
Prepared By: STEVE LEVISEE
R.C.E. Number: 45926
Expiration: 12/31/2026

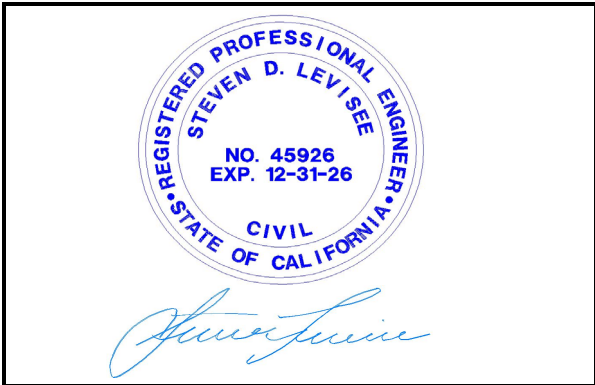


Table with 2 columns: Description, Amount
BY CITY
Faithful Performance Bond (100% of Construction Cost) \$ 4,064,200.00
Labor & Material Bond (50% of Construction Cost) \$ 2,032,100.00
Warranty Bond (10% of Construction Cost) \$ 406,400.00

EUNICE M. ULLOA
Mayor

MARC LUCIO
Mayor Pro Tem



KAREN C. COMSTOCK
CHRISTOPHER FLORES
WALT POCOCK
Council Members

ANTHONY ARROYO
Interim City Manager

CITY of CHINO

NOTICE OF APPLICATION APPROVAL

DATE: May 17, 2022

TO: John R. Burroughs
Commerce Construction Co., L.P.
13191 Crossroads Parkway North
City of Industry, CA 91746-3497

PROJECT NO.: PL18-0118 (Site Approval), PL18-0120 (Site Approval) and PL19-0011
(Special Conditional Use Permit)

REQUEST: One-year time extension for the construction of two industrial speculative
warehouse buildings totaling approximately 2,082,750 square feet in the
M2 (General Industrial) zoning district

LOCATION: Southeast corner of Mountain and Bickmore Avenues (APN: 1027-231-
01, 1027-241-01 & 02, 1027-371-01, 1027-381-01 & 02, 1056-201-01,
1056-331-01, 06 & 07, and 1056-341-01)

On May 17, 2022, the Director of Development Services approved your request for a one-year time extension for your project, described above. Enclosed is a copy of the conditions of approval imposed on the project. Project approval will expire on May 17, 2023, if building permits are not obtained and/or the approved use has not commenced, as applicable. The expiration date may be extended upon written request by the applicant on a City application form. The request must be received by the Development Services Department at least 30 days prior to expiration of the application.

In order to obtain building permits for your project, you are required to submit construction drawings for plan check to the Building Division. Please contact the Building Division at (909) 334-3251 for further information on the plan check submittal requirements, fees, etc. **Construction drawings will not be accepted into plan check unless conditions of approval and all relevant plans are included in the set.** Should you have any questions regarding this matter, or require additional information or clarification, please feel free to contact me at (909) 334-3328.

Respectfully,

Andrea Gilbert
Senior Planner



RESOLUTION NO. PC2021-021

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO, CALIFORNIA, APPROVING PL18-0118 (SITE APPROVAL), PL18-0119 (VESTING TENTATIVE PARCEL MAP 20071), PL18-0120 (SITE APPROVAL) AND PL19-0011 (SPECIAL CONDITIONAL USE PERMIT) FOR THE CONSTRUCTION OF TWO INDUSTRIAL BUILDINGS TOTALING 2,082,750 SQUARE FEET, INCLUDING A SUBDIVISION TO CREATE TWO PARCELS OF LAND ON A TOTAL OF 97 ACRES LOCATED AT THE SOUTHEAST CORNER OF BICKMORE AND MOUNTAIN AVENUES (APN: 1027-231-01, 1027-241-01 & 02, 1027-371-01, 1027-381-01 & 02, 1056-201-01, 1056-331-01, 06 & 07 AND 1056-341-001).

WHEREAS, Majestic Realty Co. (the "Applicant"), has filed an application with the City of Chino (the "City") for approval of Site Approval PL18-0118, Vesting Tentative Parcel Map No. 20071 PL18-0119, Site Approval PL18-0120, and Special Conditional Use Permit PL19-0011 (the "Project") for the construction of a two industrial buildings totaling 2,082,750 square feet, including a subdivision to create two parcels of land on a total of 97 acres located at the southeast corner of Bickmore and Mountain Avenues; and

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

WHEREAS, on May 17, 2021, the Planning Commission held a duly noticed public hearing for the Project in compliance with law, including compliance with the relevant provisions of the California Government Code and Chino Municipal Code, entertained the written and oral report of staff, and took public testimony on the Project.

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

A. The foregoing recitals are true and correct and incorporated herein.

B. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings and takes the following actions on PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Parcel Map No. 20071), PL18-0120 (Site Approval) and PL19-0011 (Special Conditional Use Permit):

1. *PL18-0118 (Site Approval) & PL18-0120 (Site Approval)*

- a. The proposed Project is consistent with the goals and policies of the City's adopted General Plan and/or specific plan(s), as amended. The General Plan encourages the development of new industrial uses in Chino in areas that will not result in negative impacts on the health, safety, and welfare of residents.

In addition, the Project site is located near established City and State truck routes, including Euclid, Mountain, El Prado, Kimball and Pine Avenues that will facilitate access for trucks to and from the proposed building. Additionally, the proposed Project is consistent with the surrounding industrial development and not located in the vicinity of residential development; and

- b. The proposed Project is permitted within the zoning district in which it is proposed, and complies with all applicable provisions of the City's Zoning Code; as industrial uses are a permitted use in the M2 (General Industrial) zoning district and development of the site meets or exceeds all development standards related to setbacks, building height, lot coverage, parking and landscaping; and
- c. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity for the development proposed, as all minimum development standards related to setbacks, building height, lot coverage, parking, and landscaping have been met or exceeded and the appropriate infrastructure and public improvements are conditioned to be constructed with the development. Additionally, the Project will result in the widening of the intersection of Mountain and Bickmore Avenues to accommodate right and left turns from Mountain Avenue onto Bickmore Avenue; and
- d. 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, in that Euclid Avenue is a designated as an expressway and state truck route. Additionally, Mountain, El Prado, Kimball and Pine Avenues are all truck routes and designed to carry the amount of traffic and types of vehicles that will access the Project site. All other surrounding streets can handle the volume of traffic that is consistent with the proposed industrial development; and
- e. The proposed Project is compatible with those on abutting properties and in the surrounding neighborhood, as the Project is located on land surrounded by larger master planned industrial developments to the north, east and west. The Prado Golf Course occupies land south and west of the project site and is located within the flood inundation area for Prado Dam; and
- f. The proposed location, size, and operating characteristics of the proposed Project will not be detrimental to the public interest, health, safety or general welfare, as the Project meets all development standards of the M2 zoning district as well as the policies of the General Plan; and
- g. The proposed Project will not have a significant adverse impact on the environment that has not been analyzed as part of the Majestic Chino Heritage Environmental Impact Report that has been prepared for the Project. All

proposed development 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; and

- h. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed Project through Project design features and conditions of approval imposed on the Project.

2. *PL18-0119 (Vesting Tentative Parcel Map No. 20071)*

- a. *Consistency with plans.* The proposed subdivision, together with the provisions for its design and improvements, is consistent with the City's General Plan as amended, which designates the property as General Industrial (GI) that allows for a wide variety of industrial uses. The Project site has been designed to accommodate large scale industrial users; and
- b. *Consistency with zoning.* The proposed subdivision is consistent with the provisions of the Chino Zoning Ordinance, as the map complies with all requirements of the M2 zoning district; and
- c. *Suitability.* The site is physically suitable for the development of an industrial Project, as all required on and off-site improvements necessary to accommodate the development will be provided in accordance with City requirements; since the Project site is located below the 566-foot flood inundation line, building pads will be required to be raised to accommodate the proposed development; and the parcels being created are of sufficient size and dimension to accommodate the development in accordance with the requirements of the Chino Zoning Ordinance; and
- d. *Environmental damage.* The design of the subdivision or the proposed improvements will not cause substantial environmental damage that has not been disclosed within the environmental document or substantially and avoidably injure fish or wildlife or their habitat. The Majestic Chino Heritage Environmental Impact Report (EIR) has been prepared for the proposed subdivision. Although the EIR has determined that the proposed subdivision and improvements may cause substantial environmental damage even with the incorporation of mitigation measures, a Statement of Overriding Considerations has been prepared; and
- e. *Wastewater.* The discharge of waste from the proposed subdivision into a community sewer system will not result in violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000 of the Water Code); and


- f. *Water service.* The review of the City Engineer or water service agency indicates that there is sufficient water to provide for the residents of the subdivision; and
 - g. *Soils and geology.* There are no adverse soil or geological conditions, according to a soils report provided with the Majestic Chino Heritage EIR; and
 - h. *Public Health.* The design of the subdivision and the associated improvements will not cause serious health problems because full public improvements will be provided and also designed and constructed in conformance with City standards as well as applicable State and Federal regulations; and
 - i. *Easements.* The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. Covenants, Conditions, and Restrictions (CC&Rs) or a comparable agreement are required to be recorded with the final map and will include provisions for a reciprocal agreement to assure maintenance of all common areas, including landscaping, site access points and off-street parking areas, and to assure common ingress and egress between parcels; and
 - j. *Environmental documentation.* The environmental documentation is adequate and conforms with the provisions of the California Environmental Quality Act (CEQA). The Majestic Chino Heritage EIR has been prepared for the Project and reviewed by the Planning Commission in accordance with CEQA. The proposed subdivision 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; and
 - k. *Agricultural suitability.* The proposed subdivision will not result in the subdivision of agricultural parcels to a size too small to sustain agricultural use under the conditions for denial listed in Section 66474.4 of the Subdivision Map Act.
3. *PL19-0011 (Special Conditional Use Permit)*
- a. The proposed use is consistent with the goals and policies of the City's adopted General Plan and/or applicable specific plan(s), as the Project site has a land use designation of General Industrial (GI), as amended, which is intended to provide for a wide variety of industrial uses that produce relatively limited amounts of noise, odors and pollutants; and
 - b. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of use proposed, in that the use is permitted in the M2 zoning district with approval of a Special Conditional Use Permit to allow truck loading doors to face Bickmore

Avenue, consistent with the existing industrial development to the north of the proposed use. A screen wall and landscaping are proposed to screen the loading area from public view and loading doors will be located over 185 feet from the property line; and

- c. The subject site relates to streets and highways properly designed, both as to width and type of pavement to carry the type and quantity of traffic generated by the proposed use, in that Euclid Avenue is a designated as an expressway and state truck route. Additionally, Mountain, El Prado, Kimball and Pine Avenues are all truck routes and designed to carry the amount of traffic and types of vehicles that will access the Project site. All other surrounding streets can handle the volume of traffic that is consistent with the proposed industrial development ; and
 - d. The proposed use is compatible with those on abutting properties and in the surrounding neighborhood, in that the building proposed with truck loading doors that face Bickmore Avenue is located on land surrounded by larger master planned industrial developments to the north, east and west. The Prado Golf Course occupies land south and west of the Project site. Additionally, other buildings within the vicinity are designed with loading doors facing a public street; and
 - e. The proposed location, size, and operating characteristics of the proposed use will not be detrimental to the public interest, health, safety or general welfare since there are no uses within the immediate vicinity of the Project site that can be adversely affected. Surrounding properties generally consist of industrial development, the Prado Golf Course, and open space. Appropriate conditions of approval and mitigation measures are required to minimize the potential impacts that may occur because of development of this property; and
 - f. The proposed use will not have a significant adverse impact on the environment that has not been analyzed as part of the Majestic Chino Heritage Environmental Impact Report that has been prepared for the Project. All proposed development 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; and
 - g. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed use through Project design features and conditions of approval imposed on the Project.
4. *CEQA Findings.* The Majestic Chino Heritage Environmental Impact Report (SCH No. 2019039133) has been prepared for the Project. All proposed development 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.

5. *Approval of PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Tract Map No. 20071), PL18-0120 (Site Approval) and PL19-0011 (Special Conditional Use Permit).* The Planning Commission hereby approves PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Tract Map No. 20071), PL18-0120 (Site Approval) and PL19-0011 (Special Conditional Use Permit) subject to the Conditions of Approval attached hereto as Exhibit "A". Applicant, including its successors and assigns, shall be responsible for implementing and complying with all conditions set forth in Exhibit "A".
6. *Actions by the Planning Commission Secretary.* The Planning Commission Secretary is hereby directed to attest to the adoption of this Resolution as of the date set forth below and forthwith transmit a copy of this Resolution, by regular mail, to the Applicant at the address of record set forth in the Application.
7. *Effective Date.* This resolution shall be effective on the effective date of the last City Council action approving PL18-0090 (General Plan Amendment), PL18-0091 (Zone Change), and certifying the Majestic Chino Heritage Environmental Impact Report (SCH No. 2019039133). If such approvals and adoption do not occur within 180 days of the adoption of this resolution, then this resolution shall be null and void. If the City Council modifies the General Plan Amendment, Zone Change, or EIR, and this action has the effect of rendering PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Parcel Map No. 20071), PL18-0120 (Site Approval) PL19-0011 (Special Conditional Use Permit) inconsistent with the General Plan, Zoning Ordinance, or EIR then any approval that is rendered inconsistent with the General Plan, Zoning Ordinance, or EIR shall be returned to the Planning Commission for further consideration.

PASSED, APPROVED, and ADOPTED THIS 17TH day of May 2021.


PLANNING COMMISSION CHAIRPERSON

ATTEST:


SECRETARY, PLANNING COMMISSION

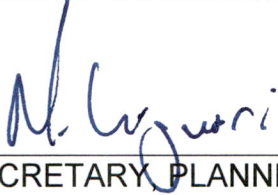
State of California)
County of San Bernardino) §
City of Chino)

I hereby certify the foregoing Resolution was duly adopted by the Chino Planning Commission at a meeting held on the 17th day of May 2021 and entered in the minutes of said Commission.

AYES: COMMISSIONERS: Cisneroz, Moore, Alexandris, Lewis, Nastase,
Blanchard

NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: None



SECRETARY, PLANNING COMMISSION

Attachments:
Exhibit A – Conditions of Approval

EXHIBIT A
DEPARTMENTAL
CONDITIONS OF APPROVAL

DATE: May 17, 2021

PROJECT FILE NO.: PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Parcel Map No. 20071), PL18-0120 (Site Approval), and PL19-0011 (SCUP)

LOCATION: Southeast corner of Mountain and Bickmore Avenues (APN: 1027-231-01, 1027-241-01 & 02, 1027-371-01, 1027-381-01 & 02, 1056-201-01, 1056-331-01, 06 & 07, and 1056-341-01)

APPLICANT: Majestic Realty, Co.

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

Development Services Department –

- Planning Division
- Development Engineering Division
- ADA Accessibility Division

Chino Valley Independent Fire District

Police Department

Finance Department

Community Services

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

DATE: May 17, 2021

PROJECT FILE NO.: PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Parcel Map No. 20071), PL18-0120 (Site Approval), and PL19-0011 (SCUP)

LOCATION: Southeast corner of Mountain and Bickmore Avenues (APN: 1027-231-01, 1027-241-01 & 02, 1027-371-01, 1027-381-01 & 02, 1056-201-01, 1056-331-01, 06 & 07, and 1056-341-01)

APPLICANT: Majestic Realty, Co.

1.0 TIME LIMITS:

- 1.1 The above referenced Site Approval and Special Conditional Use Permit shall expire on May 17, 2022, if building permits are not obtained. The expiration date may be extended by the Development Services Director upon written request by the applicant on a City application form. The request must be received by the Director of Development Services at least 30 days prior to expiration of the application.
- 1.2 The above referenced Vesting Tentative Parcel Map shall expire on May 17, 2023, if the final map has not been recorded. The expiration date may be extended by the Planning Commission upon written request by the applicant on a City application form. The request must be received by the Director of Development Services at least 30 days prior to expiration of the application.
- 1.3 Approval of PL18-0118 (Site Approval), PL18-0119 (Vesting Tentative Parcel Map No. 20071), PL18-0120 (Site Approval) and PL19-0011 (Special Conditional Use Permit) is contingent upon approval of PL18-0090 (General Plan Amendment), PL18-0091 (Zone Change) and certification of the Majestic Chino Heritage Environmental Impact Report by the City Council. The project construction cannot commence, and this approval will be determined null and void, if the aforementioned General Plan Amendment, Zone Change and Environmental Impact Report are not approved by the City Council.

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

FILE NO.: PL18-0018 – PL18-0120, PL19-0011

DATE: May 17, 2021

2.0 GENERAL REQUIREMENTS:

- 2.1 Failure to comply with any conditions of approval shall be deemed just cause for revocation of project approval by the Planning Commission.
- 2.2 The project shall proceed only in accordance with approved plans on file with the Development Services Department, the conditions contained herein and the Chino Municipal Code.
- 2.3 Approval of this request shall not waive compliance with all sections of the Chino Municipal Code, all other applicable City ordinances, and applicable specific plans.
- 2.4 Pursuant to Government Code Section 66020, the applicant is informed that the 90-day period in which the applicant may protest the fees, dedications, reservation or other exaction imposed on this project through the conditions of approval has begun.
- 2.5 In the event that any condition contained herein is determined to be invalid or legally unenforceable, then all remaining conditions shall remain in force.
- 2.6 In the event that any condition imposing a fee, exaction, dedication, or other mitigation measure is challenged by the project sponsors and/or other parties in an action filed in a court of law, which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the applicable section of the entire project shall be reviewed by the City and substitute conditions may be imposed.
- 2.7 As a condition of issuance of this approval, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in the defense of any such action under this condition.

DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

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- 2.8 The City of Chino has an exclusive contract with Waste Management for all solid waste collection and hauling services within the City. The applicant shall be responsible for making arrangements with Waste Management for disposal of any/all construction debris or trash generated as a result of this permit. Waste Management can be reached at 1-800 423-9986.
- 2.9 All proposed signs shall be designed to conform with Chino Municipal Code Title 16 (*Signs*) and shall require separate application and approval by the Director of Development Services prior to installation.
- 2.10 Any change of use in the project shall be reviewed by the Development Services Department for compliance with CEQA.
- 2.11 Pursuant to Public Resources Code Section 21089 and Fish and Wildlife Code Section 711.4, the developer shall provide those fees marked [X] below in the form of a check made payable to the **San Bernardino County Clerk of the Board of Supervisors** within 5 days of Planning Commission approval. **Project approval shall not be complete until the required fee(s) is (are) paid:**
- [X] \$50 for the Notice of Determination filing fee.
- [X] \$3,445.25 for the California Department of Fish and Wildlife Environmental Impact Report fee.
- 2.12 The Director of Development Services shall have the authority to approve minor deviations in the site plan, architecture and/or landscape providing the total approved building area is not exceeded.
- 2.13 Special Conditions:
- 2.13.1 Prior to the issuance of a building permit, (A) The applicant shall pay an Agricultural Mitigation/Open Space Replacement Fee (“Fee”) at a rate of \$10,939 per acre for the acres covered by such building permit, and (B) the City of Chino and Orange County Flood Control District (“OCFCD”) shall execute a memorandum of understanding (“agreement”), subject to approval of the agreement by OCFCD and the Chino City Council in a form approved by the City Attorney, that guarantees the conservation of agricultural land and open space in the City through a combination of the following: (1) The City of Chino being granted a ten (10) year option (for \$1) to enter into a 65-year term lease, at a \$1 per year lease rate and with other terms mutually agreed upon by the City and Orange

DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

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County Flood Control District, on any or all of the following eight parcels owned by OCFCD of approximately 79 acres: San Bernardino County Assessor Parcel Numbers 1057-211-05;1033-082-04,-09,-10;1033-081-06,-07,-08; & 1033-091-01 (the "Potential Replacement Open Space"). The City has sole discretion as to when the lease is entered into during the option period and will have no maintenance responsibilities for any parcels until a lease is executed, and (2) The applicant's payment of the Fee specified in clause (A) above, with the understanding that such Fee shall be refunded to applicant in an amount equal to the product of the rate specified above of \$10,939 per acre times the total number of Potential Replacement Open Space acres leased by the City after Fee payment is made by applicant.

2.13.2 The final design of the corner treatment located at the southeast corner of Bickmore and Mountain Avenues shall be reviewed and approved by the Director of Development Services. Review will include but not be limited to design and location of the interpretive display, information provided on the interpretive display, and how the display ties in with the project and the overall landscape elements at the corner.

3.0 PRIOR TO RECORDATION OF THE FINAL MAP:

3.1 Three copies of Covenants, Conditions, and Restrictions (CC&R's) for the subdivision shall be prepared in accordance with the *City Attorney Policy - Guidelines and Protocol for Review and Approval of CC&R's* and submitted for review and approval by the Development Services Department, Planning and Engineering Divisions, and the City Attorney. The approved CC&Rs shall be recorded concurrently with the final map and a recorded hard copy and electronic copy shall be submitted to the Director of Development Services. The following items shall be included in the final CC&Rs:

3.1.1 Reciprocal agreement to assure maintenance of all common areas, including landscaping, site access points and off-street parking areas, and to assure common ingress and egress between parcels. The intent of the CC&R's is to assure that the entire project is designed and maintained in a uniform and comprehensive manner.

3.1.2 No outdoor storage, manufacturing, or assembly of materials or equipment shall be permitted unless other permitted in accordance with CMC Section 20.21.200.

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3.2 Special Conditions:

3.2.1 Three hard copies and one electronic copy of the recorded CC&R's shall be submitted to the Director of Development Services.

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

4.1 The developer shall, at the time each fee is due, pay development impact fees at the rate in effect at the time the project was approved by the Planning Commission. Such fees may include, but not be limited to, new construction fee, park or open space fees, school fees, drainage fees, sewer fees, building permit and plan check fees. The developer shall pay all other fees including but not limited to landscape plan check fees and public noticing fees.

4.2 A detailed on-site exterior lighting plan shall be submitted for review and approval by the Director of Development Services. Plans shall be designed pursuant to Chino Municipal Code Section 20.10.090 (*Outdoor Lighting*) and shall indicate fixture design, illumination (photometric), location, height and method of shielding, so as not to adversely affect adjacent properties.

4.3 Revised plans, incorporating all conditions of approval, shall be submitted for review and approval by the Director of Development Services.

4.4 All grading, site, architecture, etc. plans shall be coordinated for consistency.

4.5 The developer shall submit two sets of structural plans/construction documents. Said plans shall include one set of structural calculations, one set of Title 24 energy calculations, and one soils report. The developer shall also submit the above documents in digital format to the Building Division once approved.

4.6 A construction management plan shall be submitted for review and approval by the Director of Development Services. The plan shall coordinate and address construction activities that may impact residents and/or surrounding businesses in adjacent areas. Elements of the plan would contain, but not be limited to, the following:

- a. Routing of construction equipment
- b. Hours of operation
- c. Dust control
- d. Vector control

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- e. Vehicle, equipment, and personnel staging
 - f. Pre-construction meetings
 - g. Contractor/subcontractor acknowledgement, obligations, and penalties
 - h. Traffic control and coordination
 - i. Security and interim fencing
 - j. Signs posted on the site with a contact number for the job site construction manager and the City's Code Enforcement Division. Signs shall measure at least four feet by eight feet, and shall be posted along every street frontage. The developer shall contact the City immediately upon any change in contact numbers.
 - k. Building and landscape phasing.
- 4.7 A precise wall plan indicating the design, location and construction details of all screen walls and fences shall be submitted for review and approval by the Planning and Building Divisions. The precise wall plan shall be in substantial conformance with the conceptual wall plan that is on file with the Development Services Department and approved by the Planning Commission. All perimeter and street-facing walls, including retaining walls, shall be decorative in nature to the satisfaction of the Director of Development Services.
- 4.8 All ground-mounted utilities, including but not limited to cable television facilities, and telephone/fiber optic facilities, shall be undergrounded. Equipment that is not placed underground such as SCE transformers, backflow prevention devices, irrigation valves and controllers used for common landscape areas shall be placed in areas out of public view and sufficiently screened. The location and method of screening of said utilities shall be reflected in a plan and shall be subject to the review and approval by the Director of Development Services.
- 4.9 All electrical panels and cabinets shall be fully enclosed, and integrated into and architecturally compatible with the building to the satisfaction of the Director of Development Services. The locations of the electrical panels and cabinets shall be reflected on a site plan and elevation(s) to be reviewed and approved by the Director of Development Services.
- 4.10 Prior to the issuance of a building permit, the approved grading plans shall be attached to the construction plan set. The project shall be built according to the plans approved by the Planning Commission, as submitted by Commerce Construction Co., L.P. Any substantial modification to the project shall require Planning Commission review and approval. If minor in nature, the modification may be reviewed and approved by the Development Services Director.

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- 4.11 Upon submittal of construction drawings to the Building Division for plan check review, all departmental conditions of approval for the project shall be included on the sheet following the title sheet, or the first sheet of the plans. A site plan shall also be attached to all sets of construction drawings. This condition shall be a minimum requirement for acceptance of construction drawings for the Building plan check review.
- 4.12 Special Conditions:
 - 4.12.1 A Water Quality Management Plan shall be prepared in accordance with County of San Bernardino requirements, and submitted for review and approval by the City.
 - 4.12.2 To minimize damage to paved areas due to tree root growth, trees located within five (5) feet of any paved surface area shall be provided with root barriers unless it can be demonstrated, to the satisfaction of the Planning Division, that the root growth characteristics of the type of tree proposed does not warrant their installation.

5.0 PRIOR TO START OF CONSTRUCTION:

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

6.0 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:

- 6.1 All conditions of approval shall be completed to the satisfaction of the Director of Development Services.

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- 6.2 The temporary sales and/or construction office buildings/trailers shall be removed from the site.
- 6.3 The project site shall be clean and free of trash and construction debris, and all construction equipment shall be removed from the site.
- 6.4 A coating that will facilitate the removal of graffiti shall either (i) be applied over the complete height of the side of screen walls and/or fences visible from the public right of way or areas accessible to the public, and to a height of eight feet on building walls outside of secured/screened areas, or (ii) if a coating is not provided, the owner of the property shall paint the buildings and/or walls to remove graffiti within 72 hours of notice.

7.0 ENVIRONMENTAL REQUIREMENTS & MITIGATION MEASURES:

- 7.1 Comply with all mitigation measures identified in the *Mitigation Monitoring Program* contained within Majestic Chino Heritage Final Environmental Impact Report (SCH# 2019039133) and attached to the conditions of approval as Exhibit "A", which identifies each environmental mitigation measure, the time in which it will be implemented and the responsible party for monitoring its implementation.

8.0 OTHER REQUIREMENTS:

- 8.1 The applicant shall disclose to all potential tenants or owners of units or buildings that the businesses/uses must be consistent with the standards of the land use designation/zoning district in which the project site is located.
- 8.2 The project site shall be cleared of all trash, debris, weeds, and other discarded items within 90 days of City Council approval or issuance of a grading permit, whichever occurs first. Approval of this application shall be deemed null and void upon failure of the applicant to comply with this condition within the aforementioned time period.
- 8.3 All signs, including subdivision and/or realty signs proposed for this development shall be designed to conform to the Sign Ordinance and shall require separate application and approval by the Planning and Building Divisions prior to installation.
- 8.4 Building and Site Design:
 - 8.4.1 Exterior building color shall be reviewed and approved by the Director of Development Services. Colors shall be coordinated

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between structures, utilizing compatible hues and intensities. Exterior building colors shall be in substantial conformance with the conceptual architecture plans that are on file with the Development Services Department and approved by the Planning Commission. Final review and approval of paint colors utilizing a color test may be required prior to painting any structure, if determined necessary in the field by the Director of Development Services.

- 8.4.2 All building drainage gutters, downspouts, vents, etc., located on the exterior walls shall be architecturally compatible with the exterior building design and color, to the satisfaction of the Director of Development Services, or shall be completely concealed from view. They shall be in substantial conformance with the conceptual architectural elevations that are on file with the Development Services Department and approved by the Planning Commission and shall not be located on the exterior of building walls near office areas or other prominent locations on the building(s).
- 8.4.3 All new mechanical equipment and appurtenances of any type (including, but not limited to, electrical cabinets, HVAC equipment, skylights, stack vents or fans) whether located on rooftops, ground level or anywhere on the building structure, shall be completely screened so as not to be visible from any public street and/or adjacent property, subject to review and approval by the Director of Development Services. The parapet wall should serve as the primary method of screening, or the facilities shall be enclosed within the structure of the building. Such enclosure of facilities shall be of compatible design related to building structure for which such facilities are intended to serve.
- 8.4.4 Returns for parapet walls shall be in substantial conformance with the conceptual architectural elevations that are on file with the Development Services Department and approved by the Planning Commission and shall not be visible from public view to the maximum extent feasible. All parapet returns shall be a minimum of 4 feet deep.
- 8.4.5 New ladders for roof access shall be mounted on the inside of the building within the commercial and industrial projects.
- 8.4.6 All new overhead doors, mechanical doors and/or man doors shall be in substantial conformance with the conceptual

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architectural elevations that are on file with the Development Services Department and approved by the Planning Commission.

- 8.4.7 Outdoor employee break areas shall be provided for each building in substantial conformance with the conceptual site plan that is on file with the Development Services Department and approved by the Planning Commission. These areas shall be provided with seating, tables, enhanced paving treatments, decorative trash receptacles, hose bibs, and shade structures and/or shade trees, to the satisfaction of the Director of Development Services. Seating and tables shall be provided upon tenant improvement completion.

8.5 Parking and Lighting:

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

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throughout the parking area, subject to review and approval by the Director of Development Services.

8.6 Refuse and Recycling:

8.6.1 Separate receptacles (bins) for the collection of refuse and recyclable materials shall be provided. An adequate number of bins to allow for the collection of both refuse and recyclable materials generated by the development shall be provided, to the satisfaction of the Director of Development Services.

8.6.2 Refuse and recyclable materials bins shall be enclosed by a 6-foot- high (1.83 m) wall that is designed to be architecturally compatible with the building(s), with solid view obstructing gates fitted with self-closing door devices, and be designed with cane bolts in front of the block walls to secure the gates when in the open position, and a solid roof structure. The gates should also be equipped with rod locks and corresponding rod holes in both the open and closed gate positions. Bins containing recyclable materials shall be provided protection from adverse environmental conditions that might render the collection materials unmarketable.

8.6.3 No refuse/recycling enclosure shall be located within any required setback area.

8.6.4 All refuse and recyclable material bin enclosures not located in private yard areas shall be screened with landscaping on all sides, with the exception of the gate area. All sides of the enclosure, with the exception of the gate area, shall be surrounded by a minimum 18" wide planter area for the purpose of providing landscape material.

8.6.5 Refuse storage and recycling areas shall not be used for the storage of materials other than that for which it is designed (refuse and recyclable materials). The premises shall be kept in a neat and orderly condition, and in good repair and appearance at all times.

8.7 Landscaping:

8.7.1 Prior to the issuance of any grading permit, four (4) sets of detailed on-site landscaping and irrigation construction drawings along with a copy of the Planning Commission approved conceptual

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landscape plans and a copy of the conditions of approval shall be submitted for review and approval by the Director of Development Services. A grading permit will not be issued until the City's outside plan checker has completed one review of detailed landscape and irrigation plans for the development. Payment of the Landscape & Irrigation Plan Review Fee shall be due at the time of submittal. Plans shall be prepared to comply with the City's Water Efficient Landscape Ordinance, adopted on October 6, 2015, Ordinance No. 2015-008, meet the requirements for a Landscape Documentation Package in accordance with Section 20.19.030 of the Landscape Ordinance, and shall bear the seal of a landscape architect registered with the state of California.

- 8.7.2 Detailed landscape and irrigation plans for the development shall be approved by the Director of Development Services.
- 8.7.3 Approval of the conceptual landscape plan by the Planning Commission does not constitute final approval. The final landscape approval (during the plan check process and/or following installation) shall be subject to the review and approval of the City's Landscape Architect Consultant and the Director of Development Services. The City Landscape Architect or Director of Development Services may require additional/fewer trees, shrubs, vines, and ground cover as necessary, based on final site conditions during the landscape plan check process or field review process in order to mitigate any site conditions that were not apparent during either the Planning Commission review or plan check review process.
- 8.7.4 All landscaping and irrigation shall be installed in accordance with plans on file with the Development Services Department, and irrigation systems fully operational. Furthermore, all landscaped areas shall be free of trash and debris.
- 8.7.5 A licensed landscape architect or contractor, or other licensed certified professional in a related field shall conduct a final field inspection and shall prepare a certificate of completion, which shall be filed with the Director of Development Services. The certificate of completion shall be prepared in accordance with Section 20.19.030.J of the Landscape Ordinance, and shall specifically indicate that plants were installed as specified by the landscape design plan, that the irrigation system was installed as specified by the irrigation design plan, and that an irrigation audit has been performed. All landscape and irrigation audits shall be conducted by a landscape irrigation auditor. Landscape audits shall not be

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conducted by the person who designed the landscape or installed the landscape.

8.7.6 A landscape maintenance program for the entire project site shall be reviewed and approved by the Director of Development Services. The maintenance program shall include general landscape maintenance provisions for pruning, trimming, the replacement of any dead, decayed, or diseased vegetation, ongoing weed abatement, and replacement/repair of the irrigation system, when necessary. The landscape maintenance program shall be included with the contract with the landscape maintenance company to ensure they implement the maintenance program. In addition, the maintenance program should include provisions for periodic inspections to ensure the irrigation system is working properly, and all landscaping is being properly maintained.

8.8 Per Section 15.45.070 of the Chino Municipal Code, demonstrate consistency with the Chino Climate Action Plan by implementing one of the following three options:

- a) Exceed the mandatory California Energy Code Title 24, Part 6 standards in effect at the time of application submittal by 3%; or
- b) Achieve an equivalent reduction through voluntary measures in the California Green Building Standards Code, Title 24, Part 11 (CALGreen) in effect at the time of application submittal; or
- c) Provide other equivalent greenhouse gas (GHG) reductions through measures including but not limited to, non-vehicle transportation infrastructure, transit, ZEV (zero emission vehicle) infrastructure or other incentives, waste diversion, water conservation, tree planting, renewable energy option packages, or any combination of these or other measures such that GHG emissions are reduced by 0.04 MT CO₂e per residential dwelling unit per year and/or 0.11 MT CO₂e per TSF of commercial/industrial use per year.

Applicants that choose Option a described above will be required to verify that their project meets the three percent improvement above the mandatory standards through the appropriate certificate of compliance form for residential construction (CF-1R) or for commercial/industrial construction (PERF-1C). Applicants that choose Options b or c described above will be required to utilize the GHG Performance Standard Checklist developed by the City, or provide other valid documentation, such as CalEEMod or other methodologies, as verified by the Director of Development Services to demonstrate the required GHG reductions consistent with the City's CAP.

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9.0 CONSTRUCTION SITE SECURITY:

- 9.1 Minimum 6' tall security-quality chain link fencing shall be erected along the project site's northern and western boundaries (Bickmore Ave. and Mountain Ave., respectively), and the southern boundary fronting the golf course once precise grading has been completed or as determined by the Deputy Director of Development Services. Each site shall be completely encircled by a minimum 6' tall security-quality chain link fence once precise grading has been completed or as determined by the Deputy Director of Development Services.
- 9.2 Tennis court or similar screening material shall be securely attached for the length of the fence, excluding gates and 10' on either side of gates.
- 9.3 Each site shall have only one entry/exit gate, or as approved by the Planning Division.
- 9.4 Gate hinge pins shall be spot-welded or altered in such a way as to prevent easy removal.
- 9.5 Each gate shall have a casehardened lock and chain, or other equivalent security hardware.
- 9.6 "No Trespassing" signs shall be attached to the exterior of the fence at a minimum distance of a third of a mile and at all entrances.
- 9.7 On or near the exterior of each gate will be a sign with the address of the site in no less than 6" letters. Both the number and street name will be listed on the sign. The address posted will be used for the entire site until the fence is removed and individual addresses assigned.
- 9.8 Office trailers and tool bins shall be placed adjacent to gates inside the property to allow observation from outside.
- 9.9 Lighting on trailers and bins is desirable but shall be directed into the property so as not to impede outside observation or endanger nearby traffic with glare.
- 9.10 Tool bins shall be secured with casehardened locks, preferably with lock guards.

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- 9.11 A sign stating that theft is not acceptable on the site and will be reported to the police, or wording to that effect, will be displayed prominently near each entrance.
- 9.12 Each site will have an assigned Crime Prevention Manager who is responsible for the following:
- a. Providing his/her name and 24-hour telephone access number to the Chino Police Department.
 - b. Have available at all times the names and 24-hour contact numbers for all subcontractors.
 - c. Have the authority to speak for the development/owners on matters concerning trespassing and other criminal matters.
 - d. Complete routine fence inspections and arrange for prompt repairs or removal of any damage, graffiti, or loose screening.
 - e. Ensure that no work or maintenance of construction equipment is being performed on the site between 8 PM and 7 AM.
 - f. Ensure that all above security requirements are complied with, and that all security hardware, fencing, and lighting are maintained in working order.
 - g. Ensure that thefts are immediately reported to the police department and that reasonable steps are taken, if evident, to prevent future similar incidents.

Exhibit A – Mitigation Monitoring & Reporting Program

Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
4.1 Agriculture and Forestry Resources					
Summary of Impacts					
Threshold a: Less-than-Significant Impact. The conversion of the Project Site from a former commercial dairy to a non-agricultural (i.e., industrial) use would not affect any land that meets the CDC's definition of Farmland. Potential soil excavation activities at the five excess fill dirt sites would not affect Farmland.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold b: Less-than-Significant Impact. Implementation of the Project would change the zoning designation on the Project Site from an agricultural to non-agricultural zone. In addition, Excess Fill Dirt Site Nos. 1, 3, 4, and 5, which contain land zoned for agricultural uses and/or are subject to active Williamson Act contracts, would be temporarily precluded from the ability to establish agricultural uses during soil excavation and transport activities during a portion of the Project's construction process. However, because no agricultural activity is currently occurring on these properties and neither the Project Site nor any of the excess fill dirt sites are considered significant agricultural resources by the CDC's LESA model, implementation of the Project would not have a substantial adverse effect on local agricultural production.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold c: No Impact. The Project Site and the five excess fill dirt sites are not zoned for forest land; therefore, implementation of the Project would not conflict with any zoning for forest land resources.	No mitigation is required.	N/A	N/A	N/A	No Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold d: No Impact. There are no forest lands, timberland, or Timberland Production-zoned land on the Project Site nor any of the excess fill dirt sites; therefore, implementation of the Project would not result in the loss of forest land or conversion of forest land to non-forest use.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold e: Less-than-Significant Impact. Implementation of the Project would not involve other changes to the existing environment, which, due to their location or nature, could result in conversion of off-site Farmland to non-agricultural use or conversion of forest land to non-forest use.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
4.2 Air Quality					
Summary of Impacts					
Threshold a: Significant Direct and Cumulatively-Considerable Impact. The Project would emit air pollutants that would contribute to a delay in the attainment of federal and State ozone standards in the SCAB. The Project also would exceed the growth projections contained in SCAQMD's 2016 AQMP. As such, the Project would conflict with and could obstruct implementation of the AQMP.	MM 4.2-1 The Project's construction contractors shall comply with the provisions of South Coast Air Quality Management District Rule 403, "Fugitive Dust." Rule 403 requires implementation of best available dust control measures during construction activities that generate fugitive dust, such as earth moving, grading, and equipment travel on unpaved roads. Prior to grading permit issuance, the City of Chino shall verify that the following notes are specified on the grading plan and within the construction management plan required in accordance with City of Chino Municipal Code Section 20.23.210. Project construction contractors shall be required to ensure compliance with the notes and permit periodic inspection of the construction site by City of Chino staff or its designee to confirm compliance. a) During grading and ground-disturbing construction activities, the construction contractor shall ensure that all unpaved roads, active soil stockpiles, and areas undergoing active ground disturbance within the Project Site and excess fill dirt	Project Applicant; Project Construction Contractors	City of Chino Development Services Department (Planning and Building Divisions)	Prior to grading permit issuance	Significant and Unavoidable Direct and Cumulatively-Considerable Impact



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>sites are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas by water truck, sprinkler system, or other comparable means, shall occur in the mid-morning, afternoon, and after work is done for the day. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off-site.</p> <p>b) Temporary signs shall be installed on the construction site along all unpaved roads indicating a maximum speed limit of 15 miles per hour (MPH). The signs shall be installed before construction activities commence and remain in place for the duration of construction activities that include vehicle activities on unpaved roads.</p> <p>c) Gravel pads must be installed at all access points to prevent tracking of mud onto public roads.</p> <p>d) Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (e.g., install wheel shakers, wheel washers, limit site access).</p> <p>e) When materials are transported off-site, all material shall be covered or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.</p> <p>f) Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and initiate corrective action to legitimate complaints within 24 hours.</p>				



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>g) Any soil binders to be utilized for erosion control shall be applied as soon as possible to reduce the disturbed area subject to erosion.</p> <p>h) Any on-site stock piles of debris, dirt, or other dusty material shall be covered or watered as necessary to minimize fugitive dust pursuant to SCAQMD Rule 403.</p> <p>i) A high wind response plan shall be formulated and implemented for enhanced dust control if winds are forecast to exceed 25 mph in any upcoming 24-hour period.</p> <p>MM 4.2-2 The Project's construction contractors shall comply with the provisions of South Coast Air Quality Management District Rule 1186 "PM₁₀ Emissions from Paved and Unpaved Roads and Livestock Operations" and Rule 1186.1, "Less-Polluting Street Sweepers" by complying with the following requirements. To ensure and enforce compliance with these requirements, prior to grading and building permit issuance, the City of Chino shall verify that the following notes are included on the grading and building plans and within the construction management plan required in accordance with City of Chino Municipal Code Section 20.23.210. Project construction contractors shall be required to ensure compliance with the notes and permit periodic inspection of the construction site by City of Chino staff or its designee to confirm compliance.</p> <p>a) If visible dirt or accumulated dust is carried onto paved roads during construction, the contractor shall remove such dirt and dust at the end of each work day by street cleaning.</p> <p>b) Street sweepers shall be certified by the South Coast Air Quality Management District as meeting the Rule 1186 sweeper certification procedures and requirements for PM₁₀-efficient sweepers. All street</p>	<p>Project Applicant; Project Construction Contractors</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to grading and building permit issuance</p>	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>sweepers having a gross vehicle weight of 14,000 pounds or more shall be powered with alternative (non-diesel) fuel or otherwise comply with South Coast Air Quality Management District Rule 1186.1.</p> <p>MM 4.2-3 Prior to grading permit issuance, the City of Chino Planning Division and City of Chino Engineering Division shall review and approve a construction management plan in accordance with City of Chino Municipal Code Section 20.23.210. The construction management plan also shall include the following notes. Project contractors shall be required to comply with these notes and permit periodic inspection of the construction site by City of Chino staff to confirm compliance.</p> <p>a) During grading activity, all off-road grading equipment equipment with more than 50450 horsepower shall be California Air Resources Board (CARB) Tier 3 Compliant or better.</p> <p>If Tier 4 Final Compliant grading equipment can be reasonably acquired by the Project grading contractor, Tier 4 Final Compliant grading equipment shall be used in lieu of Tier 3 Compliant or Tier 4 Interim Compliant grading equipment. If Tier 4 Final Compliant grading equipment is not feasible to use during grading activity due to lack of local availability of such equipment, the Project Applicant or grading contractor(s) shall provide evidence to the City of Chino showing that the grading contractor(s) attempted to secure the use of Tier 4 Final Compliant grading equipment, but such equipment was not locally available (within a 50 mile radius). All Tier 3 Compliant and Tier 4 Interim Compliant grading equipment over 50 horsepower, if used, shall be fitted with Best Available Control Technology (BACT) devices, if technically feasible and if the BACT devices can be reasonably acquired by the Project grading contractor, to minimize air pollutant</p>	<p>Project Applicant; Project Construction Contractors</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to grading permit issuance</p>	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>emissions.</p> <p>The grading contractor(s) shall keep a copy of each unit's certified tier specification and California Air Resources Board (CARB) or South Coast Air Quality Management District operating permit (if applicable) on the Project Site in a location available to the City or City designee for inspection upon request. The City shall review and approve the list of grading equipment over 50 horsepower, their CARB tier levels, and list of BACT devices installed on Tier 3 Compliant and Tier 4 Interim Compliant grading equipment, prior to the mobilization of such equipment to the site.</p> <p>b) Signs shall be placed in areas on the Project Site and on the excess fill dirt sites where haul trucks will operate, identifying applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than three (3) minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) telephone numbers of the construction site supervisor and the CARB to report violations.</p> <p>c) If electric or non-diesel construction support equipment, including but not limited to forklifts, aerial lifts, materials lifts, hoists, and air compressors, can reasonably be acquired by Project construction contractors and can fulfill the Project's construction requirements, such equipment shall be used during the building construction, paving, and architectural coating phases of Project construction and electric infrastructure for the onsite charging of such equipment shall be made available by the construction contractor or Project Applicant if electric-powered equipment will be used. If electric or non-diesel construction support equipment is not feasible to use</p>				



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>during <u>Project construction due to lack of local availability, the Project Applicant or construction contractor(s) shall provide evidence to the City of Chino showing that the contractor(s) attempted to secure the use of electric or non-diesel construction support equipment, but such equipment was not locally available (within a 50 mile radius). If electric or non-diesel construction support equipment is not feasible to use during Project construction because such equipment lacks the technical capabilities to fulfill the Project's construction requirements, the Project Applicant or construction contractor(s) shall provide a letter or other form of documentation to the City of Chino that explains the technical reasons why electric and/or non-diesel equipment cannot be used.</u></p> <p>d) <u>All on-road haul vehicles used during the course of Project construction, including but not limited to on-road haul vehicles used during soil import activities, shall use 2010 model year or newer vehicles that meet or exceed CARB's 2010 engine emissions standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NO_x emissions. Project construction contractors shall keep records of all on-road vehicles during Project construction on the Project Site in a location available to the City or City designee for inspection upon request.</u></p> <p>e) <u>Project construction contractors shall assure that all construction equipment complies with all applicable CARB air quality regulations. Also, Project construction contractors shall tune and maintain all construction equipment in accordance with the equipment manufacturer's recommended maintenance schedule and specifications. Maintenance records for all pieces of equipment used for Project construction shall be kept on the Project Site in a location available to the City or City designee for inspection upon request for the duration of construction activities.</u></p>				



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>f) <u>The Project Applicant shall encourage construction contractors to apply for South Coast Air Quality Management District "SOON" funds. The "SOON" program provides funds to qualifying off-road diesel construction fleets for the purchase of commercially-available, low-emission heavy-duty engines.</u></p> <p>MM 4.2-4 Legible, durable, weather-proof signs shall be placed at truck access gates, loading docks, and truck parking areas that identify applicable California Air Resources Board (CARB) anti-idling regulations. At a minimum, each sign shall include: 1) instructions for truck drivers to shut off engines when not in use; 2) instructions for drivers of diesel trucks to restrict idling to no more than three (3) minutes once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged; and 3) telephone numbers of the building facilities manager and the CARB to report violations. Prior to the issuance of an occupancy permit, the City of Chino shall conduct a site inspection to ensure that the signs are in place.</p> <p>MM 4.2-5 Prior to the issuance of a building permit, the Project Applicant or successor in interest shall provide documentation to the City of Chino demonstrating that the Project is designed to exceed the California Energy Code (Title 24, Part 6) standards in effect at the time of building permit application submittal by three (3) percent and includes the energy efficiency design features listed below at a minimum.</p> <p>a) Preferential parking locations for carpool, vanpool, EVs and CNG vehicles;</p> <p>b) All outdoor cargo handling equipment (e.g., yard trucks, hostlers, yard goats, pallet jacks, forklifts)</p>	Project Applicant	City of Chino Development Services Department (Planning and Building Divisions)	Prior to the issuance of an occupancy permit	
		Project Applicant or successor in interest	City of Chino Development Services Department (Planning and Building Divisions)	Prior to the issuance of a building permit	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>shall be non-diesel-powered; and</p> <p>c) All fixtures installed in restrooms and employee break areas shall be U.S. EPA Certified WaterSense or equivalent.</p> <p>MM 4.2-6 Prior to the issuance of a certificate of occupancy, the Project Applicant or successor in interest shall provide documentation to the City of Chino demonstrating that occupants/tenants of the Project Site will be provided documentation on funding opportunities, such as the Carl Moyer Program, that provide incentives for using cleaner-than-required engines and equipment.</p> <p>MM 4.2-7 Legible, durable, weather-proof signs shall be placed at driveways where delivery trucks exit onto public streets that direct truck drivers to designated truck routes. The City of Chino shall confirm the required signs are installed prior to issuance of an occupancy permit.</p> <p>MM 4.2-8 Prior to the issuance of a shell building permit, the City of Chino shall confirm that building plans provide an electrical room sufficiently sized to hold an electrical panel(s) to support typical building operations as well as reasonably anticipated electrical hookups that may be needed at dock doors where the loading/unloading of trailers holding refrigerated/frozen goods would be expected to occur. Prior to the issuance of a building permit and/or tenant improvement permit for any building that contains refrigerated or freezer storage, an electrical hookup shall be provided at all dock doors that are designated for the loading/unloading of trailers holding refrigerated/frozen goods, for the purpose of plugging the refrigeration units installed on such trailers into the building's electrical system. If refrigerated/freezer warehouse space is not proposed, electrical hookups at dock doors will not be required.</p>	<p>Project Applicant or successor in interest</p> <p>Project Applicant</p> <p>Project Applicant</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p> <p>City of Chino Development Services Department (Planning and Building Divisions)</p> <p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of certificate of occupancy</p> <p>Prior to the issuance of an occupancy permit</p> <p>Prior to the issuance of a shell building permit and/or tenant improvement permit for any building that contains refrigerated or freezer storage</p>	

Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Thresholds b: <u>Significant Direct and Cumulatively-Considerable Impact</u>. Project-related activities would exceed applicable SCAQMD regional thresholds for NO_x emissions during construction and VOC and NO_x emissions during long-term operation. Project-related emissions would violate SCAQMD air quality standards and contribute to the non-attainment of ozone standards in the SCAB.</p>	<p>Refer to MM 4.2-3 through MM 4.2-8, above.</p>				<p>Significant and Unavoidable Direct and Cumulatively-Considerable Impact</p>
<p>Threshold c: <u>Less-than-Significant Impact</u>. The Project's localized criteria pollution emissions during construction and operation would not exceed the applicable SCAQMD thresholds. The Project also would not expose sensitive receptors to toxic air contaminants (i.e., DPM) that exceed the applicable SCAQMD carcinogenic and non-carcinogenic risk thresholds. Lastly, the Project would not cause or contribute to the formation of a CO "hot spot."</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	<p>Less-than-Significant Impact</p>
<p>Threshold d: <u>Less-than-Significant Impact</u>. The Project would not produce air emissions that would lead to unusual or substantial construction-related odors. Odors associated with long-term operation of the Project would be minimal and less than significant. The Project is required to comply with SCAQMD Rule 402, which prohibits the discharge of odorous emissions that would create a public nuisance.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	<p>Less-than-Significant Impact</p>
<p>4.3 Biological Resources</p>					
<p>Summary of Impacts</p>					
<p>Threshold a: <u>Significant Direct and Cumulatively-Considerable Impact</u>. The Project Site and excess fill dirt sites contain suitable foraging and nesting habitat for the burrowing owl. In the event the burrowing owl is present on the Project Site and/or excess</p>	<p>MM 4.3-1 Within 14 days prior to the commencement of grading activities, a qualified biologist shall conduct a survey of the planned limits of ground disturbance and make a determination regarding the presence or absence of the burrowing owl. The determination shall be documented in a</p>	<p>Project Biologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Within 14 days prior to the commencement of grading activities</p>	<p>Less-than-Significant Impact after Mitigation</p>



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>fill dirt sites at the time construction commences, implementation of the Project has the potential to take burrowing owl individuals. Also, Project construction activities have the potential to produce noise and use artificial lighting that could adversely affect the least Bell's vireo and/or the tri-colored blackbird.</p>	<p>report and shall be submitted, reviewed, and accepted by the City of Chino prior to the issuance of a grading permit and subject to the following provisions:</p> <ul style="list-style-type: none"> a) In the event that the pre-construction survey detects no burrowing owls in the planned limits of ground disturbance, a grading permit may be issued without restriction. b) In the event that the pre-construction survey detects the burrowing owl within planned grading limits on the Project Site, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities on the Project Site the Project Applicant shall comply with MM 4.3-2. c) In the event that the pre-construction survey detects the burrowing owl within planned limits of ground disturbance on Excess Fill Dirt Site Nos. 1 through 5, which are located in The Preserve Specific Plan area and subject to the <i>City of Chino Subarea 2 Resources Management Plan</i>, then prior to the issuance of a grading permit and prior to the commencement of ground-disturbing activities at the respective excess fill dirt site, the Project Applicant shall comply with MM 4.3-3. <p>MM 4.3-2 Applicable to the Project Site: In the event that the pre-construction survey identifies the presence of the burrowing owl on the Project Site, then prior to the commencement of ground-disturbing activities on the property:</p> <ul style="list-style-type: none"> a) <u>If a Project Site-specific exclusion and translocation plan for burrowing owl has not already been approved by the California Department of Fish and Wildlife (CDFW), the Project Applicant shall retain a qualified biologist to prepare such a plan for review and approval by the CDFW. This plan will identify the procedures to be followed to exclude and/or translocate burrowing owls from the Project</u> 	<p>Project Biologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>In the event that the pre-construction survey identifies the presence of the burrowing owl on the Project Site, then prior to the commencement of ground-disturbing activities on the property</p>	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>Site, with separate procedures identified for during the breeding season and outside of the breeding season. For translocated owls, natural or artificial burrows shall be provided at a 2:1 ratio at an off-site relocation area.</p> <p>Prior to disturbance of occupied burrows, natural or artificial replacement burrows shall be provided at a ratio of 2:1 within a City-approved relocation area. A qualified biologist shall confirm the replacement burrows are unoccupied and suitable for burrowing owl use prior to disturbance of occupied burrows.</p> <p>b) No ground disturbance (clearing, grubbing, grading) shall occur within 50 meters of occupied burrows during the non-breeding season (September 1 through January 31) or within 100⁷⁵ meters of occupied burrows during the breeding season (February 1 through August 31), until the owls have fledged or have been relocated per the CDFW-approved exclusion and translocation plan. Project Applicant provides evidence to the City of Chino that suitable replacement burrows have been provided. All occupied burrows shall have a visible marker placed near them to ensure that ground-disturbing equipment and machinery do not come within the specified distance to prevent disturbance of the owls or collapse of the burrows. This disturbance prohibition and burrow collapse prevention requirement is subject to subsections (a) and (c) of this MM 4.3-2.</p> <p>c) Owls shall not be excluded or translocated from occupied occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the CDFW verifies through non-invasive methods that either: 1) the birds have not begun egg-laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.</p>				



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>d) If burrowing owls are present at the time occupied burrows are to be disturbed, the owls shall be excluded from the site in accordance with the California Department of Fish and Game 2012 Staff Report.</p> <p>MM 4.3-3 Applicable to Excess Fill Dirt Site Nos. 1 through 5: In the event that the pre-construction survey identifies the presence of the burrowing owl at an excess fill dirt site, the Project Applicant shall ensure at minimum that Project-related activities occur in conformance with the burrowing owl mitigation standards established by the <i>City of Chino Subarea 2 Resources Management Plan</i>.</p> <p>a) Prior to disturbance of occupied burrows, natural or artificial replacement burrows shall be provided at a ratio of 2:1 within a City-designated relocation area. A qualified biologist shall confirm the replacement burrows are unoccupied and suitable for burrowing owl use prior to disturbance of occupied burrows.</p> <p>b) No disturbance shall occur within 50 meters of occupied burrows during the non-breeding season (September 1 through January 31) or within 75 meters of occupied burrows during the breeding season (February 1 through August 31), until the Project Applicant provides evidence to the City of Chino that suitable replacement burrows have been provided.</p> <p>c) Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the CDFW verifies through non-invasive methods that either: 1) the birds have not begun egg-laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.</p> <p>d) If burrowing owls are present at the time occupied burrows are to be disturbed, the owls shall</p>	Project Biologist	City of Chino Development Services Department (Planning and Building Divisions)	In the event that the pre-construction survey identifies the presence of the burrowing owl at an excess fill dirt site	



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>be excluded from the site in accordance with the California Department of Fish and Game 2012 Staff Report on Burrowing Owl Mitigation and the protocol established in Table 4-6 of the City of Chino Subarea 2 Resources Management Plan.</p> <p>e) If the City of Chino has established a mitigation fee program for the long-term management of burrowing owl habitat as recommended by the City of Chino Subarea 2 Resources Management Plan prior to issuance of the first grading permit, then the Project Applicant shall pay the appropriate mitigation fee to the City of Chino.</p> <p>MM 4.3-4 Prior to the issuance of a grading permit, a qualified biologist retained by the Project Applicant and approved by the City of Chino shall prepare maps showing the locations of known least Bell's vireo territories and/or tri-colored blackbird nesting colonies located within 500 feet of the Project Site, the Project's off-site improvement area, and the excess fill dirt sites. Excess Fill Dirt Site Nos. 1, 3, and 4. Such locations shall be indicated on the grading plan as reference, and shall be provided to the City of Chino to be included as part of the construction management plan required as part of Mitigation Measure MM 4.3-5. The following shall apply within these 500-foot radius areas:</p> <p>MM 4.3-4(a) Vegetation and ground disturbance is permitted to occur without restriction from September 16 to March 14. From March 15 through September 15 (the least Bell's vireo and tri-colored blackbird nesting season), subject to MM 4.3-5, no vegetation clearing or ground disturbance shall be permitted in the 500-foot radius areas of the identified nesting colonies unless a nesting bird survey is completed in accordance with the following requirements:</p>	<p>Project Biologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of a grading permit</p>	



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>a) <u>A bird nesting survey, including suitable habitat within a 500-foot radius, shall be conducted by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance. A copy of the nesting bird survey results report shall be provided to the City of Chino.</u></p> <p>b) <u>If the survey identifies the presence of active nests, then a qualified biologist shall provide the City with a copy of maps showing the location of all active nests and a species-appropriate buffer zone around each active nest sufficient to protect the nest from substantial adverse direct and/or indirect impacts. The qualified biologist may make other recommendations to determine the size of the buffer zone (such as the installation of temporary noise barriers per MM 4.3-5).</u> <u>The size and location of all buffer zones, if required, shall be determined by the qualified biologist and subject to review and approval by the City. The locations of any active nests and the size and location of all buffer zones determined by the qualified biologist and approved by the City shall be indicated on the grading plan as reference, and shall be included as part of the construction management plan required as part of MM 4.3-5.</u></p> <p>1. <u>The approved buffer zones (i.e., active bird nest protection zones) shall be marked in the field with construction fencing. No construction vehicles shall be permitted within these zones unless directly related to the management or protection of the legally protected bird species, until all nestlings have fledged and left the nest (or the nest has failed) as confirmed by a professional biological monitor. The biological monitor shall have authority to divert construction activities if nesting pairs exhibit signs of disturbance.</u></p> <p>2. <u>In the event that a nest is abandoned despite the established buffer as determined by a qualified biologist, if the nestlings are still alive, the Project Applicant/Developer or its designee shall contact the</u></p>				



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>California Department of Fish and Wildlife (CDFW) and, subject to CDFW approval, fund the recovery and hacking (controlled release of captive reared young) of the nestling(s).</p> <p>MM 4.3-5 Prior to grading permit issuance, the City of Chino Planning Division and City of Chino Engineering Division shall review and approve a construction management plan in accordance with City of Chino Municipal Code Section 20.23.210. The construction management plan shall include the following notes. Project contractors shall be required to comply with these notes and permit periodic inspection of the construction site by City of Chino or the City's designee staff to confirm compliance.</p> <p>a) In the event that grading, excavation, and/or soil export activities at Excess Fill Dirt Site Nos. 1, 2, and 4 occur during the least Bell's vireo and tri-colored blackbird nesting seasons (March 15 to September 15) and within 500 feet of known active least Bell's vireo nests and territories and/or tri-colored blackbird active nests and nesting colonies, the Project Applicant shall install an on-site temporary noise barrier, as needed, to ensure these active territories, nests, and/or nesting colonies are not exposed to noise levels in excess of 65 dBA Leq. The location, height, and sound attenuation rating of the temporary barrier will be as determined by a qualified biologist and approved by the City of Chino. The biologist shall conduct noise monitoring shall occur of active nest, colony, and territory locations for the duration of construction activities during the nesting season as needed to ensure the least Bell's vireo and tri-colored blackbird are not exposed to construction noise that exceeds 65 dBA Leq.</p> <p>b) Any artificial light fixtures used on the Project Site and excess fill dirt sites during construction shall be placed in an appropriate location and include</p>	Project Biologist	City of Chino Planning Division and City of Chino Engineering Division	Prior to grading permit issuance	

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>appropriate design features (e.g., shielding, cut-off devices, etc.) to preclude substantial illumination beyond the Project Site and excess fill dirt site boundaries and within 500 feet within the buffer zones established by MM 4.3-4(a) around of known active least Bell's vireo territories or nests and/or active tri-colored blackbird nests or nesting colonies.</p> <p>No mitigation is required.</p>		N/A	N/A		
<p><u>Threshold b:</u> Less-than-Significant Impact. The Project would not result in permanent adverse impacts to riparian or other sensitive habitats as defined by the CDFW or USFWS.</p> <p><u>Threshold c:</u> Less-than-Significant Impact. The Project is designed to avoid all impacts to Corps, RWQCB, and CDFW jurisdiction waters.</p> <p><u>Threshold d:</u> Significant Direct and Cumulatively-Considerable Impact. There is no potential for the Project to interfere with the movement of fish or impede the use of a native wildlife nursery site. However, the Project has the potential to impact nesting migratory birds protected by the MBTA and California Fish and Game Code, should habitat removal occur during the nesting season and should nesting birds be present.</p>	<p>No mitigation is required.</p> <p>MM 4.3-6 All vegetation clearing and ground disturbance shall be prohibited during the bird nesting season (January 31 through September 1), unless a nesting bird survey is completed in accordance with the following requirements:</p> <p>a) A bird nesting survey of the Project Site, off-site improvement area, and excess fill dirt sites, including suitable habitat within a 250-foot radius, shall be conducted by a qualified biologist within three (3) days prior to initiating vegetation clearing or ground disturbance at the respective property. A copy of the nesting bird survey results report shall be provided to the City of Chino.</p> <p>b) If the survey does not identify the presence of any active nests, then construction activities can proceed without restriction.</p> <p>c) If the survey identifies the presence of active nests, then the qualified biologist shall provide the City with a copy of maps showing the location of all nests and a species-appropriate buffer zone around each nest sufficient to protect the nest from substantial adverse direct and/or indirect impacts. The size and</p>	N/A	N/A	Within three (3) days prior to initiating vegetation clearing or ground disturbance	Less-than-Significant Impact
		N/A	N/A		Less-than-Significant Impact



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Threshold e: Less-than-Significant Impact. The Project would not conflict with any local policies or ordinances protecting biological resources.</p>	<p>location of all buffer zones, if required, shall be subject to review and approval by the City.</p> <ol style="list-style-type: none"> The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved buffer zone shall be marked in the field with construction fencing. No construction vehicles shall be permitted within restricted areas (i.e., bird protection zones), unless directly related to the management or protection of the legally protected species, until all nestlings have fledged and left the nest (or the nest has failed). In the event that a nest is abandoned despite efforts to minimize disturbance and, if the nestlings are still alive, the Project Applicant/Developer shall contact the California Department of Fish and Wildlife (CDFW) and, subject to CDFW approval, fund the recovery and hacking (controlled release of captive reared young) of the nestling(s). <p>MM 4.3-7 Prior to the issuance of the first certificate of occupancy for the Project, the Project Applicant shall provide evidence to the City of Chino in the form of a letter prepared by a professional biologist that all areas within non-golf course areas of the off-site improvement area and excess fill dirt sites that were disturbed during Project construction have been planted with a native hydroseed mix that contains pioneer and early successional stage species designed to outcompete non-native species, with the exception of an approximately 0.8-acre area along the southern and eastern boundary of Excess Fill Dirt Site No. 4 that is to be planted with a coastal sage scrub hydroseed mix that matches the species that are present in the adjacent Mill Creek Wetlands. The application of hydroseed in the off-site improvement area that occurs on the El Prado Golf Course property shall be approved by the golf course owner/operator, which may be a replacement of ornamental grasses and shrubs. The application(s) of all hydroseeding</p>	<p>Project Applicant</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of the first certificate of occupancy for the Project</p>	<p>Less-than-Significant Impact</p>



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>shall be performed as close as possible to the rainy season to allow the seed mix to establish and have the best possibility to succeed. The Project Applicant or their designee shall conduct annual maintenance for three years within the 0.8-acre area at Excess Fill Dirt Site No. 4 hydroseeded as coastal sage scrub.</p> <p>MM 4.3-8 Prior to the issuance of the permit that would allow the construction of the Project's off-site storm drain connection to the Cypress Channel, the City of Chino Planning Division and City of Chino Engineering Division shall review and approve a construction management plan in accordance with City of Chino Municipal Code Section 20.23.210. The construction management plan shall include the following note. Project contractors shall be required to comply with these notes and permit periodic inspection of the construction site by City of Chino staff to confirm compliance.</p> <p>a) During construction of the Project's storm drain outlet within the Cypress Channel, a tarp shall be installed above the ordinary high water mark (OHWM) on the east face of the wing wall to prevent construction debris from entering the Channel; access to the Channel shall only be made on foot; all construction activities shall be performed using hand tools; and, the storm drain outlet shall be installed above the OHWM.</p> <p>b) Prior to the construction of the Project's storm drain outlet within the Cypress Channel, or ground disturbance within areas potentially subject to Fish and Game Code Section 1602, the City of Chino or the Project Applicant shall conduct a thorough review of the Project Site, off-site improvement areas, and excess fill dirt sites, in coordination with an experienced biologist or biological consultant, to determine areas potentially subject to Fish and Game Code section 1602 and notify CDFW per Fish and</p>	<p>Project Applicant; Project Construction Contractors</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of the permit that would allow the construction of the Project's off-site storm drain connection to the Cypress Channel</p>	



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold f: No Impact. The Project is not subject to any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.	<p>Game Code section 1602 if these areas cannot be avoided.</p> <p>MM 4.3-9 As determined by a qualified biologist to be retained by the Project Applicant and approved by the City of Chino, if the Project, including Project construction or any Project-related operational activity, is reasonably anticipated to result in unavoidable impacts to CESA- listed species, the Project Applicant or successor in interest shall seek appropriate authorization from the CDFW prior to Project implementation. This includes an incidental take permit (ITP) or other CESA authorization. Information on how to obtain an ITP can be found at: https://wildlife.ca.gov/Conservation/CESA/Permitting/Incidental-TakePermits</p> <p>No mitigation is required.</p>	Project Applicant, Project Biologist	City of Chino Development Services Department, Planning Division and CDFW	Prior to Project implementation	No Impact
<p>4.4 Cultural Resources</p> <p>Summary of Impacts</p> <p>Threshold a: Significant Direct and Cumulatively-Considerable Impact. None of the historical resources present within the Project Site or the excess fill dirt sites are considered to be a significant resource pursuant to CEQA Guidelines Section 15064.5. Nonetheless, the potential exists for Project construction activities to result in impacts to historical resources that may be buried/masked on the sites.</p>					
	<p>MM 4.4-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Chino that a qualified archaeologist (hereafter "Project Archaeologist") has been retained to conduct the training and monitoring activities described in Mitigation Measure 4.4-2 and Mitigation Measure 4.4-3.</p> <p>MM 4.4-2 Prior to the issuance of a grading permit, the Project Applicant or construction contractor shall provide evidence to the City of Chino that the construction site supervisors and crew members involved with grading and trenching operations have</p>	Project Applicant	City of Chino Development Services Department (Planning and Building Divisions)	Prior to the issuance of a grading permit	Less-than-Significant Impact after Mitigation
		Project Applicant or Project Construction Contractor; Project Archaeologist	City of Chino Development Services Department (Planning and Building Divisions)	Prior to the issuance of a grading permit	



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>received training by the Project Archaeologist to recognize historical and archaeological resources should such resources be unearthed during ground-disturbing construction activities. The training will include a brief review of the cultural sensitivity of the area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new supervisory construction personnel involved with grading and trenching operations that begin work on the Project Site or the excess fill dirt sites following the initial training session must take the training prior to beginning work.</p> <p>MM 4.4-3 The Project Archaeologist shall conduct monitoring in the locations shown on Figure 4.4-1 through Figure 4.4-6. The Project Archaeologist shall be equipped to salvage artifacts if they are unearthed to avoid construction delays. Within the areas where full-time monitoring is required, monitoring shall occur during all grading, trenching, and excavation activities between zero and four feet below the existing ground surface. Within the areas where part-time monitoring is required, monitoring shall occur one to two times per week only during active grading, trenching, or excavation activities up to four feet below the existing ground surface. No monitoring – either part-time or full-time – is required deeper than four feet below the existing ground surface. Should the Project Archaeologist determine that there are no archaeological resources within the Project’s disturbance area or should the archaeological sensitivity be reduced to low during construction activities, archaeological monitoring activities shall be allowed to cease.</p>	<p>Project Applicant; Project Archaeologist</p>	<p>Building Divisions)</p> <p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>During monitoring activities</p>	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>MM 4.4-4 If a suspected significant archaeological resource is found, the construction supervisor shall immediately halt and redirect grading operations in a 50-foot radius around the find and seek identification and evaluation of the suspected resource by the Project Archaeologist. This requirement shall be noted on all grading plans and the construction contractor shall be obligated to comply with the note. The Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to CEQA Guidelines Section 15064.5 and California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure 4.4-5 shall apply.</p> <p>MM 4.4-5 If a significant archaeological resource is discovered, ground disturbing activities shall be suspended 50 feet around the resource until a treatment plan is implemented. A treatment plan shall be prepared and implemented, subject to approval by the City of Chino, to protect the identified resource(s) from damage and destruction. The treatment plan shall contain a research design and data recovery program necessary to document the size and content of the discovery such that the resource(s) can be evaluated for significance under CEQA criteria. The research design shall list the sampling procedures appropriate to exhaust the research potential of the archaeological resource(s) in accordance with current professional archaeology standards. In the event the discovered resource(s) is or suspected to be of Native American origin, the treatment plan shall require monitoring by the appropriate Native American Tribe(s) during data recovery and shall require that all recovered artifacts undergo basic field analysis and documentation or laboratory analysis, whichever is appropriate. At the completion of the basic field analysis and documentation or laboratory analysis, any recovered resource(s) shall be processed and</p>	<p>Project Applicant; Project Construction Contractor; Project Archaeologist</p> <p>Project Applicant; Project Archaeologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p> <p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>If a suspected significant archaeological resource is found</p> <p>If a significant archaeological resource is discovered</p>	



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>curated according to current professional repository standards. The collections and associated records shall be donated to an appropriate curation facility, or, the artifacts may be delivered to the appropriate Native American Tribes(s) if that is recommended by the City of Chino. A final report containing the significance and treatment findings shall be prepared by the archaeologist and submitted to the City of Chino, the South Central Coastal Information Center at California State University, Fullerton, and the appropriate Native American Tribes(s).</p> <p>Refer to MM 4.4-1 through MM 4.4-5, above.</p>				
<p>Threshold b: Significant Direct and Cumulatively-Considerable Impact. None of the prehistoric resources present within the Project Site or the excess fill dirt sites are considered to be a significant resource pursuant to CEQA Guidelines Section 15064.5. Nonetheless, the potential exists for Project construction activities to result in a direct and cumulatively-considerable impact to important prehistoric resources that may be buried/masked on the sites.</p> <p>Threshold c: Less-than-Significant Impact. In the unlikely event that human remains are discovered during Project grading or other ground disturbing activities, the Project would be required to comply with the applicable provisions of California Health and Safety Code § 7050.5 and California Public Resources Code § 5097 et seq. Mandatory compliance with State law would ensure that human remains, if encountered, are appropriately treated and would preclude the potential for significant impacts to human remains.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact after Mitigation
<p>4.5 Energy</p>					
<p>Summary of Impacts</p>					
<p>Threshold a: Less-than-Significant Impact. The amount of energy and fuel consumed by</p>					
	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>construction and operation of the Project would not be inefficient, wasteful, or unnecessary. Furthermore, the Project would not cause or result in the need for additional energy facilities or energy delivery systems.</p> <p><u>Threshold b: Less-than-Significant Impact.</u> The Project would not cause or result in the need for additional energy production or transmission facilities. The Project would not conflict with or obstruct the achievement of energy conservation goals within the State of California identified in State and local plans for renewable energy and energy efficiency.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact
4.6 Geology and Soils					
Summary of Impacts					
<p><u>Threshold a: Less-than-Significant Impact.</u> The Project would not expose people or structures to substantial direct or indirect adverse effects related to liquefaction or fault rupture. The Project Site is subject to seismic ground shaking associated with earthquakes; however, mandatory compliance with local and State ordinances and building codes including, but not limited to, the CBSC (Chapter 18) and City of Chino Municipal Code § 19.08.010, would ensure that the Project minimizes potential hazards related to seismic ground shaking.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p><u>Threshold b: Less-than-Significant Impact.</u> The Project would not result in substantial soil erosion or loss of topsoil. The issuance of a National Pollutant Discharge Elimination System (NPDES) permit will be required for construction activities and construction activities will be required to adhere to a Storm Water Pollution Prevention Plan (SWPPP), SCAQMD Rule 403, and Chino Municipal Code § 19.09.03 to minimize construction-related water and wind erosion. The Project Applicant or successors in interest also will be required to implement a Water Quality Management Plan (WQMP) during the lifetime of the Project's operation, which would preclude substantial erosion impacts in the long-term.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<p><u>Threshold c: Less-than-Significant Impact.</u> The Project Site and the excess fill dirt sites are not located within mapped liquefaction, landslide, or other soil hazard zones. Furthermore, the City of Chino will require that the Project be constructed in conformance with the Project Site's geologic engineering report to preclude potential hazards related to unstable soils.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<p><u>Threshold d: Less-than-Significant Impact.</u> The Project Site and the excess fill dirt sites contain expansive soils; however, mandatory compliance with the recommendations contained within the Project Site's geologic engineering report will ensure that expansive soils are adequately attenuated to preclude substantial direct or indirect risks to life or property.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Threshold e: No Impact. No septic tanks or alternative wastewater disposal systems are proposed to be installed on the Project Site or any of the proposed excess fill dirt sites. Accordingly, no impact would occur associated with soil compatibility for wastewater disposal systems.</p>	<p>No mitigation is required.</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>No Impact</p>
<p>Threshold f: Significant Direct and Cumulatively-Considerable Impact. The Project would not impact any known paleontological resource or unique geological feature. However, the Project Site and the excess fill dirt sites contain alluvium soils with a high sensitivity for paleontological resources. Accordingly, Project construction activities have the potential to unearth and adversely impact paleontological resource that may be buried beneath the ground surface if the resources are not properly identified and treated.</p>	<p>MM 4.6-1 Prior to the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Chino that a qualified paleontologist has been retained to conduct monitoring of grading and excavation operations in areas identified in MM 4.6-2.</p>	<p>Project Applicant; Project Paleontologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of a grading permit</p>	<p>Less-than-Significant Impact after Mitigation</p>
<p>MM 4.6-2 The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments. Full time monitoring shall occur for earthwork and excavations at depths greater than four (4) feet below the ground surface. Periodic monitoring (one to two visits per week) shall be performed for earthwork and excavations between two (2) and four (4) feet below the ground surface. No monitoring is required for earthwork and excavations at the ground surface and up to two (2) feet below the ground surface. The paleontological monitor shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that may contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow the removal of abundant and large specimens in a timely manner. In such a</p>	<p>MM 4.6-2 The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments. Full time monitoring shall occur for earthwork and excavations at depths greater than four (4) feet below the ground surface. Periodic monitoring (one to two visits per week) shall be performed for earthwork and excavations between two (2) and four (4) feet below the ground surface. No monitoring is required for earthwork and excavations at the ground surface and up to two (2) feet below the ground surface. The paleontological monitor shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that may contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow the removal of abundant and large specimens in a timely manner. In such a</p>	<p>Project Applicant; Project Paleontologist</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>During monitoring activities</p>	<p>Less-than-Significant Impact after Mitigation</p>



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>situation, the monitor may establish a 50-foot radius surrounding the area of the find, and, construction activities in areas outside this 50-foot radius can proceed. The significance of the discovered resources shall be determined by the paleontologist. If the resource is significant, Mitigation Measure MM 4.6-3 shall apply. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.</p> <p>MM 4.6-3 If a significant paleontological resource is discovered on the Project Site or any of the excess fill dirt sites, discovered fossils or samples of such fossils shall be collected and identified by a qualified paleontologist. Significant specimens recovered shall be properly recorded, treated, and donated to the San Bernardino County Museum, Division of Geological Sciences, or other repository with permanent retrievable paleontological storage. A qualified paleontologist shall prepare a final report that itemizes any fossils recovered, with maps to accurately record the original location of recovered fossils, and contains evidence that the resources were curated by an established museum repository. The report shall be submitted to the City of Chino prior to issuance of the first certificate of occupancy.</p>	Project Applicant; Project Paleontologist	City of Chino Development Services Department (Planning and Building Divisions)	If a significant paleontological resource is discovered on the Project Site or any of the excess fill dirt sites	
4.7 Greenhouse Gas Emissions					
Summary of Impacts					
Threshold a: Less-than-Significant Impact. The Project would be conditioned to comply with the City of Chino CAP. The City of Chino's CAP is a geographically-specific GHG emissions reduction plan that was adopted by the City for purposes of reducing City-wide GHG emissions in a manner consistent with AB 32 and applicable State					
	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>legislation. Further, the validity of the City’s CAP was challenged and the challenge was dismissed by the California Superior Court. As such, the Court upheld the validity of the CAP. Therefore, implementation of the Project would not generate substantial GHG emissions – either directly or indirectly – that would have a significant impact on the environment.</p> <p>Threshold b: <u>Less-than-Significant Impact</u>. The Project would be consistent with or otherwise would not conflict with, applicable regulations, policies, plans, and policy goals that would further reduce GHG emissions.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
4.8 Hazards and Hazardous Materials					
Summary of Impacts					
<p>Thresholds a and b: <u>Less-than-Significant Impact</u>. During Project construction and operation, mandatory compliance to federal, State, and local regulations would ensure that the proposed Project would not create a significant hazard to the environment due to routine transport, use, disposal, or upset of hazardous materials.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<p>Threshold c: <u>No Impact</u>. The Project site is not located within one-quarter mile of any existing or proposed school and only temporary soil excavation and exporting activity is proposed on the excess fill dirt sites, which would not pose a significant hazard to school sites. Accordingly, the Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.</p>	No mitigation is required.	N/A	N/A	N/A	No Impact



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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
Threshold d: No Impact. Neither the Project Site nor any of the excess fill dirt sites are located on any list of hazardous materials sites compiled pursuant to Government Code § 65962.5.	No mitigation is required.	N/A	N/A	N/A	No Impact
Threshold e: Less-than-Significant Impact. The Project is consistent with the restrictions and requirements of the 1991 Chino ALUCP and 2008 Chino ALUCP. As such, the Project would not result in an airport safety hazard for people residing or working in the Project area.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold f: Less-than-Significant Impact. The Project Site and proposed excess fill dirt sites do not contain any emergency facilities or serve as an emergency evacuation route. During construction and long-term operation, adequate emergency vehicle access is required to be provided. Accordingly, implementation of the Project would not impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold g: No Impact. The Project Site is not located in close proximity to wildlands or areas with high fire hazards. In addition, the proposed excess fill dirt sites are only be utilized for temporary soil exporting activity – no development would occur; therefore, no people or structures would be exposed to a significant wildland fire risk.	No mitigation is required.	N/A	N/A	N/A	No Impact
4.9 Hydrology and Water Quality					
Summary of Impacts					
Threshold a: Less-than-Significant Impact. The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Adherence to a NPDES Permit, SWPPP and WQMP, as well as compliance with City of	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Chino Municipal Code Chapter 13.25, are required as part of the Project's implementation to address construction- and operational-related water quality.</p> <p><u>Threshold b: Less-than-Significant Impact.</u> The Project would not physically impact any of the major groundwater recharge facilities in the Chino Groundwater Basin. The Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project would impede sustainable groundwater management of the Basin.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<p><u>Threshold c: Less-than-Significant Impact.</u> The Project's construction and operational activities would be required to comply with applicable water quality regulatory requirements to minimize erosion, siltation, and water quality pollutants. Additionally, the Project would not result in flooding and would not adversely affect the capacity of the Prado Dam Reservoir Area that would impede or redirect flood flows. Lastly, the Project would not create or contribute runoff that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<p><u>Threshold d: No Impact.</u> The Project Site and excess fill dirt sites would not be subject to inundation from tsunamis, seiches, or other hazards. The capacity of the Prado Dam Reservoir Area would be improved as a result of the Project.</p>	No mitigation is required.	N/A	N/A	N/A	No Impact
<p><u>Threshold e: Less-than-Significant Impact.</u> The Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.</p>	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact

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THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
4.10 Land Use and Planning					
Summary of Impacts					
Threshold a: <u>Less-than-Significant Impact.</u> The Project would not physically divide an established community.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold b: <u>Less-than-Significant Impact.</u> The Project's proposed General Plan Amendment and Zone Change would eliminate inconsistencies between the proposed land uses and the Project Site's existing General Plan land use designations and zoning classifications. The Project would not cause a significant environmental impact due to a conflict with any other land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, beyond those conflicts that already are identified as significant impacts in other Subsections of this EIR.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
4.11 Noise					
Summary of Impacts					
Threshold a: <u>Significant Direct and Cumulatively Considerable Impact.</u> The Project would expose one noise-sensitive receptor location (i.e., Receptor R10, the location of one existing home and the planned location of future residential community) abutting the northwest corner of Excess Fill Dirt Site No. 4 to excessive construction noise <i>only if</i> this location is occupied by residents at the time proposed dirt excavation and export activity occurs. In addition, the Project's traffic noise contributions during construction-related soil export activities at the excess fill dirt sites would expose noise-sensitive receptors located along the haul route to noise levels exceeding established noise level standards.	MM 4.11-1 Prior to issuance of any grading permits or other approvals involving the excavation and/or export of earth materials at Excess Fill Dirt Site No. 4, the City of Chino Planning Division and City of Chino Engineering Division shall review and approve a construction management plan in accordance with City of Chino Municipal Code Section 20.23.210. The construction management plan shall be prepared outlining the noise reduction measures to be implemented during excavation and export activities at Excess Fill Dirt Site No. 4 <i>only if</i> the location of Receptor R10 (an existing residential home south of Chino Corona Road and west of Excess Fill Dirt Site No. 4 and the planned location of a future master-planned residential community) is occupied with residents at the time of the proposed construction activities at Excess Fill Dirt Site No. 4. Project contractors shall be required to comply with at least	Project Applicant; Project Construction Contractors	City of Chino Development Services Department (Planning and Building Divisions)	Prior to issuance of any grading permits or other approvals involving the excavation and/or export of earth materials at Excess Fill Dirt Site No. 4	Significant and Unavoidable Direct and Cumulatively-Considerable Impact



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>one of the abatement measures listed below ensure that the location of Receptor R10 would not be exposed to construction noise that exceeds 65 dBA Leq, or implement an alternative approved by the City of Chino that provides an equivalent level of noise attenuation, and maintain written records of such compliance that can be inspected by the City of Chino upon request.</p> <p>a) An eight (8)-foot-tall construction noise barrier shall be constructed along the northwest corner of Excess Fill Dirt Site No. 4 abutting property with an occupied residential structure. The location and maximum extent of the construction noise barrier is illustrated on EIR Figure 4.11-6, <i>Construction Noise Mitigation</i>, and Exhibit ES-C from the report titled “Majestic Chino Heritage Noise Impact Analysis,” prepared by Urban Crossroads and dated August 12, 2019. The construction noise barrier shall meet the following minimum standards:</p> <ul style="list-style-type: none"> i.) The temporary noise barrier shall provide a minimum transmission loss of 20 dBA (Federal Highway Administration, Noise Barrier Design Handbook). The noise barrier shall be constructed using an acoustical blanket (e.g. vinyl acoustic curtains or quilted blankets) attached to a construction site perimeter fence or equivalent temporary fence posts or barrier materials; ii.) The noise barrier must be maintained, and any damage promptly repaired. Gaps, holes, or weaknesses in the barrier or openings between the barrier and the ground shall be promptly repaired; and iii.) The noise control barrier and associated elements shall be completely removed upon the conclusion of the construction activity; or <p>b) The construction contractor shall install sound dampening mats or blankets capable of a minimum 5</p>				



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
	<p>dBA noise reduction to the engine compartments of heavy mobile equipment operating within the portion of the Project's off-site development area that abuts the intersection of Comet Avenue/County Road and Chino Corona Road. The sound dampening mats can be made from commercially-available sound dampening materials, including but not limited to, polyurethane foam and vinyl sheeting; or</p> <p>c) Construction contractors shall prohibit the use of large construction equipment (greater than 80,000 pounds) within 170 feet of any occupied residential structure at the location of Receptor R10. Construction contractors shall use small rubber-tired or alternative equipment within this buffer area during construction.</p>				
<p>Threshold b: Less-than-Significant Impact. The Project's construction and operational activities would not result in a perceptible groundborne vibration or noise.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact
<p>Threshold c: Less-than-Significant Impact. The Project Site is not located within an area exposed to high levels of noise from the Chino Airport. As such, the Project would not expose people to excessive noise levels associated with a public airport or public use airport.</p>	<p>No mitigation is required.</p>	N/A	N/A	N/A	Less-than-Significant Impact
<p>4.12 Transportation</p>					
<p>Summary of Impacts</p>					
<p>Threshold a: Significant Direct and Cumulatively-Considerable Impact. During near-term construction activities, the Project would cause and contribute to conflicts with applicable General Plan performance objectives and policies, including LOS standards, to Study Area intersections due to combined soil import activities, heavy equipment delivery /removal, delivery of construction materials, and construction worker trips. During Project operations, the</p>	<p>MM 4.12-1 Prior to the issuance of grading permits and building permits, the Project Applicant/Developer shall develop and implement a City-approved Construction Traffic Management Plan that addresses potential construction-related traffic detours and disruptions. The Construction Traffic Management Plan shall ensure to the extent practical that (a), construction worker commute traffic and building material deliveries occur during off-peak hours; (b) construction worker commute traffic uses direct routes to/from freeways; and (c) delivery and removal of</p>	Project Applicant/Developer	City of Chino Development Services Department (Planning and Building Divisions)	Prior to the issuance of grading permits and building permits	Less-than-Significant Direct and Cumulatively-Considerable Impact after Mitigation (Construction Impacts); Significant and Unavoidable Cumulatively-Considerable Impact (Operational Impacts)



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Project would contribute substantial traffic to Study Area intersections under all study scenarios. Under Horizon Year (2040) conditions, the Project also would contribute to the need to install a traffic signal at the SR-71 Northbound Ramps at Pine Avenue intersection (Intersection #5). The Project would not contribute substantial traffic to freeway mainlines, freeway merge/diverge ramp junctions, and freeway off-ramp queuing locations under all study scenarios.</p>	<p>heavy equipment use designated truck routes and not occur during the morning and evening peak periods of 7:00 AM to 9:00 AM or 4:00 PM to 6:00 PM.</p>				
	<p>MM 4.12-2 As a condition of grading permits, the City shall ensure that the Project Applicant/Developer limits truck trips associated with soil import hauling activity between the Project Site and Excess Fill Dirt Site Nos. 1 through 5 to a maximum of 50 PCE truck trips per hour (combined) between the hours of 7:00 AM to 9:00 AM and between the hours of 4:00 PM to 6:00 PM. The 50 PCE truck trips equates to approximately 16 total trucks (8 trucks in and 8 trucks out) per hour during the hours specified above in order to limit the potential impacts of haul truck activity during these busy commute times. This requirement also shall be specified in bid documents issued to prospective construction contractors involved with excess fill dirt hauling and shall be specified in construction contracts involving excess fill dirt hauling.</p>	<p>Project Applicant/Developer</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>As a condition of grading permits</p>	
	<p>MM 4.12-3 Prior to the issuance of building permits, the Project Applicant/Developer shall comply with the applicable requirements of City of Chino Development Impact Fee (DIF) program pursuant to City of Chino Municipal Code Chapter 3-40 (Development Impact Fees), which requires fee payment to the City of Chino (less any fee credits), a portion of which is used by the City to fund the installation of road and intersection improvements to reduce traffic congestion.</p>	<p>Project Applicant/Developer</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of building permits</p>	



Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
<p>Threshold b: No Impact. Pursuant to CEQA Guidelines Section 15064.3(c), the City of Chino has until July 1, 2020, to implement CEQA Guidelines Section 15064.3(b). At the time this Draft EIR was circulated for public</p>	<p>MM 4.12-4 Prior to the issuance of an occupancy permit for either of the proposed buildings, the Project Applicant/Developer shall make appropriate fair-share payments to the appropriate jurisdiction (City of Chino, City of Chino Hills, or City of Eastvale), to be held in trust, for the intersection improvements listed in Table 1-3 of the “Majestic Chino Heritage Traffic Impact Analysis,” prepared by Urban Crossroads (dated August 13, 2019). The Project’s mitigation obligations are listed in Table 9-1 of the same report under the “Project Responsibility” column, the Project’s fair share percentage (for full Project Buildout) is listed under the “Fair Share %” column of Table 9-1, while Table 1-1 of the same report identifies the governing jurisdiction(s) for each of the Study Area intersections. Based on the Project’s trip generation for Building 1 and Project Buildout (refer to Table 4.12-10), the Project Applicant would be required to contribute 55.8% of the total fair share amount prior to occupancy of either Building 1 or Building 2, while the remaining 44.2% of the required fair-share contribution shall be required prior to occupancy of Project Buildout (i.e., both Buildings 1 and 2). The City of Chino, City of Chino Hills, and/or City of Eastvale shall only use the funds for improving the intersections listed therein. If within five years of the date of collection of the Project’s fair-share fee payment, the City of Chino, City of Chino Hills, and/or City of Eastvale has not completed the improvements or established a fair-share funding program for the specified improvements to the respective intersections, then the City of Chino, City of Chino Hills, and/or City of Eastvale shall return the funds to the Project Applicant/Developer. No mitigation is required.</p>	<p>Project Applicant/Developer</p>	<p>City of Chino Development Services Department (Planning and Building Divisions)</p>	<p>Prior to the issuance of an occupancy permit for either of the proposed buildings</p>	<p>N/A</p>

Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
review, the City had not implemented CEQA Guidelines Section 15064.3(b). Threshold c: <u>Less-than-Significant Impact</u> . No significant transportation safety hazards would be introduced as a result of the proposed Project.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
Threshold d: <u>No Impact</u> . Adequate emergency access would be provided to Excess Fill Dirt Site Nos. 1 through 5 during soil importing activities and to the Project Site during construction and long-term operation. The Project would not result in inadequate emergency access to the site or surrounding properties.	No mitigation is required.	N/A	N/A	N/A	No Impact
4.13 Tribal Cultural Resources					
Summary of Impacts					
Threshold a: <u>Significant Direct and Cumulatively-Considerable Impact</u> . The Project Site and excess fill dirt sites do not contain any recorded, significant tribal cultural resource sites; therefore, the Project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources or a local register of historical resources. Nonetheless, Project construction activities have the potential, however unlikely, to unearth and adversely impact tribal cultural resources that may be buried or masked at the Project Site and/or at the excess fill dirt sites.	MM 4.13-1 Prior the issuance of a grading permit, the Project Applicant shall provide evidence to the City of Chino that the Native American Tribe that requested consultation with the City during the SB 18 and AB 52 processes (hereafter referred to as "Native American Tribal Representative") received a minimum of 14 days' advance notice of all mass grading and trenching activities. The Native American Tribal Representative also shall be notified of and allowed to attend the pre-grading meeting with the City and Project construction contractors and/or monitor all Project mass grading and trenching activities. In the event that suspected tribal cultural resources are unearthed, the Native American Tribal Representative shall have the authority to temporarily redirect earth moving activities in the affected area and Mitigation Measures 4.4-4 and 4.4-5 shall apply.	Project Applicant; Project Construction Contractor	City of Chino Development Services Department (Planning and Building Divisions)	Prior the issuance of a grading permit	Less-than-Significant Impact after Mitigation

Table S-1 Mitigation Monitoring and Reporting Program

THRESHOLD	MITIGATION MEASURES (MM)	RESPONSIBLE PARTY	MONITORING PARTY	IMPLEMENTATION STAGE	LEVEL OF SIGNIFICANCE
4.14 Utilities and Service Systems					
Summary of Impacts					
<u>Threshold a: Less-than-Significant Impact.</u> The Project's construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, and telecommunications facilities, would not cause significant environmental effects not already identified and mitigated to the maximum feasible extent throughout this EIR.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<u>Threshold b: Less-than-Significant Impact.</u> The City of Chino is expected to have sufficient water supplies to service the Project. The Project would not exceed the City's available supply of water during normal years, single-dry years, or multiple-dry years.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<u>Threshold c: Less-than-Significant Impact.</u> The IEUA would provide wastewater treatment services to the Project Site via RP-5. This facility has adequate capacity to service the Project and other cumulative developments and no new or expanded facilities would be needed.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<u>Threshold d: Less-than-Significant Impact.</u> There is adequate capacity available at the El Sobrante Landfill to accept the Project's solid waste during both construction and long-term operation. The proposed Project would not generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure to handle the waste.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact
<u>Threshold e: Less-than-Significant Impact.</u> The Project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste.	No mitigation is required.	N/A	N/A	N/A	Less-than-Significant Impact

NL	_____	CM	_____	DSH	X
FM	_____	IA	_____	MK	_____
NA	X	AC	_____	_____	_____

E-Mail Sent: 4/23/2021
 To: A. Gilbert

**DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL
 VESTING TENTATIVE PARCEL MAP NO. 20071 AND
 SITE APPROVALS PL18-0118 AND PL18-0120**

DATE: April 22, 2021 PC MEETING DATE: May 17, 2021

PROJECT DESCRIPTION: Development of two cross-dock buildings

PROJECT LOCATION: Southeast Corner of Mountain and Bickmore Avenues

APPLICANT: Majestic Chino Heritage, John Burroughs PROJECT ENGINEER: Natalie Ávila

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

1.0 PRIOR TO MAP RECORDATION:

- 1.1 Provide a preliminary Title Report no older than 60 days.
- 1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.
- 1.3 Make the following dedications on the Vesting Tentative Parcel Map:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>Mountain Avenue</u>	<u>33 Feet</u>	<u>East</u>
<u>Bickmore Avenue¹</u>	<u>33 Feet</u>	<u>South</u>

¹ Additional street widening of 47-feet south from C/L for a transition taper at the intersection of Mountain Avenue to accommodate the southbound left turning vehicles to Bickmore Avenue eastbound traffic.

- 1.3.a. Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3.b. Right-of-way corner cut dedication via the parcel map at the SEC corner of Mountain and Bickmore Avenues in accordance with City Municipal Code, Chapter 19.06.040.

- 1.3.c. Vacate via the parcel map Cypress Avenue within the project boundary in accordance with the California Streets and Highways Code, California Subdivision Map Act, and the City Municipal Code.
- 1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives. The proposed CC&Rs also shall contain the Association's/Owner's maintenance obligations with respect to various facilities with appropriate vehicular access including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity. The City of Chino shall be made a third-party beneficiary of the maintenance agreement.
- 1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in Section 3.0. All security must be accessible to the City at any time and in a form acceptable to the City Manager, pursuant to Government Code, Section 66499.
- 1.6 Provide a Monumentation Cash Deposit or other security acceptable to the City Engineer in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.7 Complete and file the petition for annexation of your project property to the City's Landscape and Street Lighting Maintenance District MD 2002-1.
- 1.8 Comply with all applicable requirements of the City Municipal Code.
- 1.9 Pedestrian facilities on the frontage of the development and open to the public within the development may affect the easement for public access and sidewalk purposes on the map and therefore, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolonged from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.) including transitions and or connected to any required or provided sidewalk improvements as necessary.
 - a. The following existing and proposed improvements shall be made compliant with accessibility regulations as a part of this project:
 - i. sidewalks/walks,
 - ii. curb ramps,
 - iii. crosswalk pavement and associated pedestrian facilities (i.e. maneuvering, clear space),
 - iv. driveway approaches crossings, and
 - v. parking spaces
 - b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.
 - c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with

detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.

- 1.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

2.0 PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS:

- 2.1 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the Project Engineer for approval. **The study shall analyze the 5, 10, 25 & 100-year frequency storm events and confirm or recommend changes to the City's adopted Master Drainage Plan,** following the latest requirements of the San Bernardino County Hydrology Manual, by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.2 This project shall **mitigate its impact to downstream properties by reducing post-developed runoff to 80% of pre-developed runoff peak flow rates** for each of the storm events analyzed. An emergency overflow, should the basin fail, shall be provided.
- 2.3 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 2.4 Prior to grading permit issuance, the City shall review and approve a construction management plan that shall include all construction-related traffic detours and disruptions in accordance with Chino Municipal Code, Chapter 20.23.210.
- 2.5 Design public improvements for all facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements shall transition to existing improvement accordingly and may include, but not be limited to the following: (Please coordinate and verify all requirements with the Project Engineer.)

	<u>Street Names</u>	
	<u>Mountain Avenue</u>	<u>Bickmore Avenue</u>
Curb & Gutter (Offset from Centerline)	22'	22' ¹
Sidewalk (Width)	5' ^{2,3}	5' ^{2,4}

¹ Improvements vary in width for the street widening at the intersection of Mountain and Bickmore Aves. and shall include a taper transition from 36-ft back to the 22-ft half street width.

² Construct a 5-ft sidewalk along Mountain and Bickmore Aves per City Std. No. 230. Where the sidewalk is meandering and adjacent to the back of curb the width shall be 6-ft and provide passing space as required.

³ Provide a **transitional sidewalk at the south property line on Mountain to terminate at the golf crossing.**

⁴ Extend sidewalk along **south side of Bickmore Ave. from Mountain to San Antonio Aves to join existing sidewalk.**

Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	20'	20' ¹
Asphalt Concrete Overlay		X
Street Lights	X	X
Parkway Landscaping	X	X
Signing and Striping	X	X
Conduit System for Traffic Signal Interconnect	X ¹	
Sewer	X ²	
Storm Drain	X ³	
Domestic Water	X ⁴	
Recycled Water	X ⁵	
Fire Hydrants as required by CVIFD	X	X

- 2.6 Grading Plans for the borrow site(s) adjacent to City right of way (i.e. Pine Ave, Chino Corona Road) shall be based on the Geotechnical Engineer soil stability recommendations. Access onsite and transitions from the ultimate right of way to the proposed borrow site shall be approved by the City.
- 2.7 Grading and Erosion Control Plans shall incorporate notes based on the Environmental Impact Report.
- 2.8 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of grading permit issuance.
- 2.9 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity prior to issuance of grading permit. Proof of filing a single Notice of Intent (NOI) with the SWRCB for coverage of the project site and borrow sites under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

¹ Install 3" conduit and pull boxes (only) along project frontage. Tie-in to existing vault located at Mountain and Bickmore.

² Private sewer improvements shall include the coordination with Inland Empire Utility Agency (IEUA) for the point of connection to proposed lift station at the intersection. Protect existing 24" main on Mountain Ave. and a 12" main on Bickmore Ave.

³ Existing catchment and lateral on Mountain Ave. sump shall be analyzed and modified to accommodate the necessary hydraulic condition.

⁴ Abandon or remove existing 6" at the discretion of the City Engineer and Install 12" domestic water line along Mountain Ave. from Bickmore to El Prado Aves. Connect to existing water mains.

⁵ Install 12" recycled water along Mountain Ave. from Bickmore to El Prado Aves in accordance with City and IEUA standards. Connect to existing water mains.

- 2.10 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval prior to grading permit issuance. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 2.11 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.12 Prior to grading permit issuance, the limits of truck trips associated with soil import hauling activity between the project site and borrow sites shall be established to a maximum of 50 PCE truck trips per hour (combined) between the hours of 7:00 AM to 9:00 AM and between the hours of 4:00 PM to 6:00 PM. The 50 PCE truck trips equate to approximately 16 total trucks (8 trucks in and 8 trucks out) per hour during the hours specified above in order to limit the potential impacts of haul truck activity during these busy commute times. This requirement also shall be specified in bid documents issued to prospective construction contractors involved with excess fill dirt hauling and shall be specified in construction contracts involving excess fill dirt hauling.
- 2.13 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals affected by the construction management plan in Section 2.4 until such time the improvements listed in Section 2.5 are accepted by the City.
- 2.14 Design and construct the pavement and base structural cross-section to the centerline on Mountain Avenue as follows:
- Pavement Sections for Overlay are intended to be designed for a TI=8.0 and shall be a 1" grind and a 3" overlay on the existing pavement.
 - Pavement Sections for Roadway Widening are intended to be designed for a TI=7.5 and shall be a section 7" asphalt concrete over 9" crushed aggregate base.
- 2.15 Design a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that is tributary to the City's main sewer. In addition, design and install a sampling Wye on a stubbed-out sewer lateral connection into the main sewer for each industrial building in this development.
- 2.16 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

- 2.17 Obtain and provide a copy of the encroachment agreement and any permit issued by other jurisdictional (e.g. Property Owner, **Federal, County**, Public Utility, etc) agencies as required for the intended use of the project site or borrow site(s) to the Project Engineer prior to issuance of grading permits by the City.
- 2.18 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project site at the southeast corner of Bickmore Avenue and Mountain Avenue, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.
- 2.19 Obtain design and plan approval from the **San Bernardino Flood Control District for the storm drain point of connection to the Cypress Channel**.
- 2.20 Regulatory Signs shall be placed at project driveways directing trucks to truck routes as required by project's traffic impact analysis and directed by the City's Transportation Manager and City Engineer. Deviation from the assumptions for the site access improvements shall be determined by supplemental traffic analysis.
- 2.21 Design commercial driveways (per City Std. No. 250) along project frontage to allow sidewalk a continuous and uninterrupted path. Pedestrian path of travel across the driveway shall meet applicable federal and State access requirements.
- 2.22 **Provide vehicular access to bottom of WQMP features** and downstream drainage manholes to ensure proper maintenance.
- 2.23 The City Engineer may approve the application for a grading permit, if the design for the public improvement plans are near substantial conformance to the Chino Municipal Code, Standards and Specifications.
- 2.24 The Army Corp. of Engineers has plans to modify the depth of the Prado Dam inundation boundary, therefore, all public improvements below the proposed 566' inundation elevation shall adequately protect the infrastructure facilities from flooding damage to the extent practicable (i.e., making newly installed sewer manholes water-tight).

3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

- 3.1 Record Parcel Map No. 20071 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.
- 3.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 3.3 Prior to building permit issuance, provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

- 3.4 Comply with all requirements for the intersection improvements and Mitigation Monitoring and Reporting Program to address circulation deficiencies based on the project's Traffic Impact Analysis Study prepared by Urban Crossroads, approved by the City's Transportation Manager and City Engineer. Payment of all fair share contributions to any ultimate improvements shall be in accordance with the approved traffic impact analysis and the corresponding project mitigation measures prior to issuance of any building permit.
- 3.5 Pay all applicable fees pursuant to the City's Municipal Code including, but not limited to, (A) the Development Impact Fees (DIF) (as each was in effect at the time this project was approved by the Planning Commission per Exhibit A), (B) open space fees (as addressed in section 2.13.1 of the Planning Division Conditions of Approval), and (C) school fees, Sewage Facilities Development Fee (SFDF), building permit and plan check fees, landscape plan check fees, and public noticing fees at the applicable rates when payments are due, or are paid, whichever occurs last.

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

- 3.6 All businesses who own or operate facilities described in the Industrial General Permit (IGP) Attachment A, issued by the California State Water Resources Control Board are required to obtain coverage for discharges of stormwater associated with industrial activities or obtain an exemption. All listed businesses are required to submit a completed NOI form, site map, and application fee to SWRCB. SWRCB also requires the listed business to prepare a SWPPP, retain a copy of the SWPPP on-site, monitor stormwater and comply with all the requirements of the general permit for discharge of stormwater associated with industrial activities. Facilities which qualify for an exemption shall apply for a "No Exposure Certification" or a "Notice of Non-Applicability".
- 3.7 Any future maintenance and repair of domestic or fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 3.8 **Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor.** Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).
- 3.9 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- 4.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.0 above (per Resolution No. 88-23).

- 4.2 Underground all utility lines adjoining and interior to the project site located at the southeast corner of Mountain Avenue and Bickmore Avenue, including power lines of 34.5kV or less in accordance with City Municipal Code, Chapter 13.32.
- 4.3 Distribute for signature of all buyers, the information and disclosure notice announcing that the development will be annexed to the City's Landscape and Street Lighting Maintenance Assessment District before transfer of property title and completion and acceptance of all public improvements.
- 4.4 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.
- 4.5 Pay all remaining applicable fees pursuant to City Municipal Code.
- 4.6 Repair and/or replace any improvements along all streets impacted by the project as directed by City staff. Install signing and striping per approved plans. Said repairs shall require an application for an encroachment permit to perform work within the public right-of-way.
- 4.7 Submit to the City, electronic files of Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape, and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.
- 4.8 Independent of any other fee required of applicant, the applicant shall also pay a fee in the amount of ten million four hundred seventeen thousand one hundred dollars and zero cents (\$10,417,100.00) ("Public Improvements Payment") to the City of Chino. No Development Impact Fee credit shall be given for any part of this Public Improvement Payment. The Public Improvements Payment, or any outstanding amount thereof, shall be increased by three percent (3%) annually, beginning on October 31, 2021 and annually thereafter until fully paid

NHA
Attachments

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL
VESTING TENTATIVE PARCEL MAP NO. 20071

PROJECT ENGINEER: Natalie Ávila

DATE: 4/23/2021

- A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- 1 Copy of Development Engineering Division Conditions of Approval with Tentative Parcel Map, Site Plan and Pedestrian Access Plan approved by the Planning Commission
- 2 Sets of Maps (Subdivision Only)
- 2 Copies of preliminary Title Report (no older than six months) with Supporting Documents
- 1 Copy of Closure Calculations (Subdivision Only)
- 1 Set of Referenced Maps (Subdivision Only)
- 2 Copies of Preliminary Soils Report (no older than sixty days)
- 4 Sets of Rough Grading and Erosion Control Plans
- 4 Sets of Rough Grading and Erosion Control Plans for each borrow site
- 5 Sets of Precise Grading and Private Storm Drain Plans
- 2 Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer) with approved Preliminary Hydrology Report copy
- 2 Copies of Engineering Cost Estimate for Public Improvements (On City Forms) with Engineer's Wet Signature and Stamp
- 2 Copies of Engineering Cost Estimate for Private Improvements (On City Forms) with Engineer's Wet Signature and Stamp
- 4 Sets of Street Improvements and Storm Drain Plans
- 3 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- 1 Set of Sewer Plans (for Reference only; submittal and approval by IEUA) ¹
- 3 Sets of Public Domestic Water Plans ¹
- 2 Sets of Public Recycled Water Plans
- 2 Sets of Street Light Plans including a Photometric Diagram
- 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- 2 Sets of Signing and Striping Plans
- 1 Set of Traffic Signal Interconnect Plans

¹ Private facilities for sewer and water improvements shall be submitted to the Building Division for review and approval.

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

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL
VESTING TENTATIVE PARCEL MAP NO. 20071

PROJECT ENGINEER: Natalie Ávila

DATE: 4/23/2021

- 1 Water Quality Management Plan (Signed and Sealed by a Registered Civil Engineer and Signed Project Owner) with approved Preliminary WQMP copy

- 1 Construction Management Plan (Prior to permit issuance)



Chino Valley Fire District

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

Board of Directors

Harvey Luth
President
Sarah Ramos-Evinger
Vice President
John DeMonaco
Mike Kreeger
Winn Williams

Fire Chief
Tim Shackelford

April 28, 2021

2018-00002718

Majestic Realty Co.,
13191 Crossroads Parkway N., 6th
Floor, City of Industry, CA 91746

Project Name: PL18-0118-0120
2 Cross-Dock Buildings
Project Address: SEC Mountain & Bickmore
Chino, CA 91710

It is a recommendation of the Fire District that the developer of every new construction project facilitate a preconstruction meeting. The meeting is to be scheduled with the Fire District Inspector for said project.

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

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

Fire Protection Requirements

- 1.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO RECORDATION:
- 1.1 Fire access roads shall be designed and plans submitted to the Fire District for approval. Fire access roads shall be constructed of an all-weather hard surface, such as, asphalt or Concrete, and be a minimum unobstructed width of 26 feet. The road grade shall not exceed twelve percent (12%) maximum. An approved turn around shall be provided at the end of each roadway in excess of 150 feet in length. Access roads shall comply with Fire District Standard No. 111

- 1.2 The development and each phase shall have two (2) points of vehicular access during construction. Fire District Standard No. 111 shall be complied with.
- 1.3 Water systems shall be designed to meet the required fire flow of this development and be approved by the Community Risk Reduction Division. Buildings in excess of 100,000 square feet shall have a minimum of two (2) connections to a public main. The developer shall furnish the Community Risk Reduction Division with three (3) copies of the water system working plans done by the installing contractor for approval, along with the Fire Flow Availability Form completed by the water purveyor prior to recordation. The Required fire flow shall be determined by using the California Fire Code, current adopted edition. In areas without water-serving utilities, fire protection water systems shall be based on NFPA Pamphlet 1231. Water systems shall comply with Fire District Standard Nos. 101, 102, and 103. For water connections and work conducted in the public right of way, please refer to separate plans reviewed and approved by the water purveyor.
- 1.4 Fire hydrants shall be six inch (6") diameter with a minimum one four inch (4") and one two and one-half inch (2-1/2") connections. All fire hydrants shall be spaced a maximum of three hundred feet (300') apart. Private water systems shall comply with Fire District Standard Nos. 101, 102, and 114. All hydrants shall be installed with pavement markers to identify their locations.
- 1.5 Access drives which cross property lines shall be provided with CC & R's, access easements or reciprocating agreements and shall be recorded on the titles of affected properties. Copies of the recorded documents shall be provided at the time of Fire District plan review.
- 1.6 Underground fire mains which cross property lines shall be provided with CC & R's, easements, or reciprocating agreements addressing the use and maintenance of the mains and hydrants and shall be recorded on the titles of affected properties. In the event the project includes a fire water pump, each building shall have its own fire pump and shall not be shared. Copies of the recorded documents shall be provided at the time of Fire District plan review.
- 2.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO ISSUANCE OF BUILDING PERMIT:
- 2.1 Fire access roads shall be constructed and approved by the Community Risk Reduction Division prior to combustibles being brought onto the site.
- 2.2 Approved street signs shall be installed prior to issuance of building permits.
- 2.3 Fire Protection water systems shall be tested, operational, and approved by the Community Risk Reduction Division prior to combustible materials being brought to the site.
- 2.4 All flammable vegetation shall be removed from each building site for a minimum distance of thirty feet (30') from any flammable building material including all structures.
- 2.5 A detailed site plan of the development is required to be submitted in electronic (.dwg) format. The plan must show and be limited to: locations of property lines, buildings, and

equipment and hazards for emergency response purposes. Please refer to Fire District Standard No. 143. Additional or revised files may be required during construction and/or prior to final signoff.

- 2.6 The Developer shall submit, as an electronic file, a drawing of the new streets in .dwg format to the Fire District with the building construction plans. Format must contain and be restricted to the following layers: A. Right of way; B. Parcel Lines; C. Street Names; D. Address numbers; E. Fire Hydrants. Additional or revised files may be required during construction and/or prior to final signoff.
- 3.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO OCCUPANCY:
 - 3.1 An automatic protection fire sprinkler system is required. This system shall comply with NFPA 13 Standard and Fire District Standard 110. Three (3) sets of detailed plans along with hydraulic calculations and material specifications shall be submitted to the Community Risk Reduction Division. The system shall be installed, tested and approved prior to system final. Fire sprinkler systems shall be installed by a licensed C-16 contractor.
 - 3.2 An automatic fire alarm system or fire sprinkler monitoring system is required. Three (3) sets of detailed plans shall be submitted showing the design, system components, signaling devices, fire alarm power supply, control panel and auxiliary devices and functions of the alarm system. Please refer to Fire District Standard No. 133 and current adopted editions of the California Building Code, as well as NFPA Standard 72.
 - 3.3 Hand-held portable fire extinguishers are required to be installed. The location, type and cabinet design shall be approved by the Community Risk Reduction Division.
 - 3.4 Exits, doors, signs and approved path marking shall be installed in accordance with the current adopted edition of the California Building Code, Section 1007
 - 3.5 "No Parking - Fire Lane" signs shall be installed in interior access drives at locations designated by the Community Risk Reduction Division. Curbs shall be painted red at locations designated by the Community Risk Reduction Division. Please refer to Fire District Standard No. 121.
 - 3.6 An approved key switch is required on each automatic electric security gate. Fire District Standard No. 117 shall be complied with.
 - 3.7 An approved recessed Fire Department "KNOX" brand key box is required. The key box shall be located at or near the main entrance(s), and shall be provided with a tamper switch and shall be monitored by an approved central station monitoring service. Please refer to Fire District Standard No. 117.

- 3.8 Commercial, industrial, and multi-family building addresses shall be posted with a minimum eight inch (8") numbers, visible from the street and during the hours of darkness they shall be internally or externally electrically illuminated. Posted numbers shall contrast with the background used and be legible from the street.

Where building set back exceeds 100 feet from the roadway, additional non-illuminated six inch (6") numbers shall be displayed at the property access entrance. These numbers shall also contrast with the background used. Fire District Standard No. 122 must be complied with.

- 3.9 An electronic/PDF set of plans shall be submitted separately for each of the following listed items to the Fire District for review, approval and permit prior to any installation or work being done. Approved plans must be maintained at the worksite during construction. Fees are due at the time of submittal.

- a) Private (onsite) Underground Fire Protection Water Systems.
- b) Building Construction
- c) Fire Sprinkler Systems, designed by C16 contractor or registered engineer, including any fire pumps.
- d) Fire Alarm Systems or Sprinkler Monitoring Systems designed by a C7, C10 contractor or registered engineer.
- e) Knox box and/or security gate locations.

Applicable Standards:

101, 102, 103, 110, 111, 117, 122, 133, 141

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

EXHIBIT “C”

PARCEL MAP 20071

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed to the City of Chino for the above-referenced Subdivision, Subdivider and Owner hereby warrant to the City of Chino that:

1. To Subdivider’s and Owner’s actual knowledge, (i) neither the property to be dedicated nor Subdivider/Owner are in violation of any environmental law with respect to the property shown in Vesting Tentative Parcel Map 20071, and (ii) neither the property to be dedicated nor the Subdivider/Owner are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated. The actual knowledge qualifier, as used in Sections 1 and 2 of this Exhibit C, in no way limits Subdivider’s and Owner’s liability under applicable environmental law.

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

3. Subdivider and Owner have not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any Hazardous Substance from or to any other property adjacent or in close proximity to the property to be dedicated, except in compliance with all applicable environmental laws.

4. Owner’s prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated, except in compliance with all applicable environmental laws.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider and Owner hereby represent and warrant, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the

Subdivider and Owner, and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's and Owner's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider or Owner to the City of Chino.

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

Dated: _____

MAJESTIC CHINO HERITAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY*

By: _____

ORANGE COUNTY FLOOD CONTROL DISTRICT*

By: _____

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