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

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

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

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

TUESDAY, FEBRUARY 3, 2026

REGULAR MEETING

AGENDA

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

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENTS

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

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code 54956.8
Property: 15180 Euclid Avenue, Chino
Agency Negotiator: Linda Reich, City Manager or her designee
Negotiating Parties: State of California
Under Negotiation: Price and Terms of Potential Acquisition

FLAG SALUTE

CEREMONIALS

Viper Athletics - Team Electric. - Recognition of Team Electric for earning an invite-only bid to the National All-Star Cheerleading Division II Summit Championship.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 7773817 to 7774038, and Electronic Fund Transfers 525687E to 525796E, totaling $7,571,741.65.

2. Minutes. Regular Meeting Minutes for January 20, 2026 (Mayor Ulloa Absent-Excused).

3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

4. Community Facilities District Annual Reporting for Fiscal Year Ending June 30, 2025. Receive and file the Community Facilities Districts Report pursuant to Senate Bill 165.

5. Annual Adoption of City of Chino and Successor Agency Investment Policy. Adopt City Resolution No. 2026-010 and Successor Agency Resolution No. SA 2026-001 containing the City of Chino and Successor Agency Statement of Investment Policy.

6. Development Impact Fees (DIF) Annual Report for Fiscal Year 2024-25. Receive and file the DIF Annual Report for Fiscal Year 2024-25, submitted in compliance with the recently enacted state legislation Assembly Bill 516 Mitigation Fee Act, which establishes transparency and reporting requirements for local agencies.

7. Final Map No. 20445 - Beazer Homes Holding, LLC. Approve Final Map No.20445, generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

8. Public Improvement Agreement for sanitary sewer connection for the property located at 11667 Monte Vista Avenue within the City of Chino's Sphere of Influence. Approve a Public Improvement Agreement for sanitary sewer service to the property located at 11667 Monte Vista Avenue, within the City of Chino's Sphere of Influence; and authorize the City Manager to execute all necessary documents on behalf of the City.

9. Notice of Completion for Citywide Slurry & Pavement Improvements FY2025 Project (NC251) with Gentry Brothers, Inc. Accept Project NC251 with Gentry Brothers, Inc., Contract No. 2025-289 as complete; authorize the Public Works Director to file the Notice of Completion; and release retention funds following the 35-day lien period.

NEW BUSINESS

10. Administrative Fines for Truck Route Violations. Adopt Resolution No. 2026-009 amending the City of Chino Administrative Fine schedule related to designated truck routes.

    Staff Report By: Fred Galante, City Attorney

    RECOMMENDATION: Adoption of Resolution No. 2026-009 amending the City of Chino Administrative Fine schedule, specifically as it relates to commercial vehicles travelling off designated truck routes per CMC 10.44.025.

11. Funding Reconciliation for the Central Avenue / SR-60 Interchange Project (R7200). Approve a Budget Adjustment and Funding Reconciliation for the Central Avenue / SR-60 Interchange and Project (R7200).

    Staff Report By: Sylvia Ramos, Contracts and DIF Administrator

    RECOMMENDATION: 1) Appropriate $62,942 from the General Fund (Fund 100) to support required landscape maintenance for the Central Avenue / SR-60 Interchange Project (R7200); 2) approve a transfer of $988,803 from the General Fund balance to reimburse the Citywide Circulation DIF (220) for expenditures of the prior fiscal year Police Department masonry block wall; 3) appropriate $988,803 from the Citywide Circulation DIF (Fund 220) to the Central Ave / SR Interchange Project (R7200) for a revised project budget of $19,471,129; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City.

12. Amendment No. 6 - Cooperative Agreement between the City of Chino and San Bernardino County Transportation Authority (SBCTA) for the Central Avenue at State Route 60 Interchange Improvements Project (R7200) Approve Amendment No. 6 for $465,820, for the Cooperative Agreement between the City of Chino and SBCTA to address additional project close out costs.

    Staff Report By: Michele Hindersinn, Senior Engineer

    RECOMMENDATION: Approve Amendment No. 6 for $465,820, for the Cooperative Agreement between the City of Chino and SBCTA to address additional project close out costs; and authorize the City Manager to execute all necessary documents on behalf of the City.

13. Acceptance of Transportation Development Act (TDA) Article 3 Grant Award and Establishment of a New Capital Improvement Program (CIP) Project. Adopt Resolution No. 2026-011 to accept the TDA Article 3 Grant Funding Fiscal Year 2025; establish grant number G7264; establish a new CIP project, ST262; appropriate $44,850 to ST262; and authorize Director of Public Works to execute all documents.

    Staff Report By: Steven Galindo, Management Analyst

RECOMMENDATION: 1) Adopt Resolution No. 2026-011 to accept the TDA Article 3 Grant Funding in the amount of $44,850 for Fiscal Year 2025-26; 2) establish a grant number G7264 Safe Route to School Improvements and appropriate $44,850 to the TDA Article 3 Fund (321) grant number G7264, with a corresponding increase to the grant revenue; 3) establish project number ST262 - Benson Avenue Safe Routes to School Improvements and appropriate $20,150 of the available local Measure I Fund 322, for the local match; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

14. Personnel Recommendations in Response to City Council Direction from the October 22, 2025 Goals Workshop. Authorize the recruitment of 17 positions pending funding, adopt a resolution creating a Deputy Director position, and allocate $422,570 from various funds to fill eight positions for the remainder of FY 2025-26.

Staff Report By: Linda Reich, City Manager and Jackie Melendez, Assistant City Manager

RECOMMENDATION: (1) Authorize the Human Resources Department to initiate recruitment for 17 positions, with the understanding that the positions will remain unfunded and unfilled until the City Council allocates funding through subsequent Council action; (2) adopt Resolution No. 2026-012, approving the establishment of the Deputy Director of Technology and Innovation job classification and approving the Amended and Restated Compensation and Benefits for Deputy Director Employees; and (3) appropriate $61,275 from the available FY 2025-26 General Fund Budget Surplus and $361,275 from various other funds for a total amount of $422,570, to fund eight positions upon completion of recruitment for the remaining two months of FY 2025-26.

MAYOR AND COUNCIL REPORTS

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

Mayor Ulloa

15. Planning Commission Appointments. Approve Appointments to the Planning Commission.

Staff Report By: Mayor Eunice M. Ulloa

RECOMMENDATION: Approve the re-appointment of Kevin Cisneroz, Lissa Fraga, and Lawrence Vieira; and appointment of Annmarie Lemento to the Planning Commission.

Mayor Pro Tem Burton

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Director's Report

Police Chief's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, February 17, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Friday, January 30, 2026 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Viper Athletics – Team Electric.

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7773817 to 7774038, and Electronic Fund Transfers 525687E to 525796E, totaling $7,571,741.65.

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7773817 – 7773818	12/19/25	25-26	$8,153.14
2.	7773819 – 7773898	01/08/26	25-26	$1,201,145.73
3.	7773899 – 7774038	01/15/26	25-26	$597,940.02
4.	525687E – 525735E	01/09/26	25-26	$1,740,748.97
5.	525737E – 525796E	01/16/26	25-26	$4,023,753.79
TOTAL				**$7,571,741.65**

ISSUES/ANALYSIS

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

Attachment

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

Check Date	Check Number	Vendor Name	Description	Amount
01/08/2026	7773835	DLJ DEVELOPMENT	APOC BATTING CAGES EQUIPMENT	$173,908.69
	7773886	SO CAL EDISON CO	SERVICE PERIOD: 11/18-12/17	$242,424.99
	7773897	WASTE MANAGEMENT	COLLECTION SERVICES	$581,310.15
01/09/2026	525702	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	$1,479,549.00
	525731	US ARMY CORP OF ENGINEERS	ADMINISTRATIVE COSTS FOR EASEMENT	$50,000.00
	525732	US BANK CORPORATE PAYMENT SYSTEM	P-CARD PAYMENT	$63,172.38
01/15/2026	7773917	BIGGS CARDOSA ASSOCIATES, INC.	EUCLID BRIDGE DESIGN SERVICES	$56,113.00
	7773957	ELECTRA-MEDIA, INC	MS263 ECONOMIC DEV-CHINO FORD	$144,096.00
01/16/2026	525749	CHINO BASIN DESALTER AUTHORITY	WATER PURCHASES	$1,689,008.00
	525769	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	$1,754,212.52
	525783	SIDEPATH INC	CENTSVCS-SIDEPATH-HARDWARE MAINTENANCE	$193,291.43
	525796	YUNEX LLC	STREETLIGHT PREVENTATIVE MAINTENANCE	$112,790.69
			TOTAL	$6,539,876.85

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

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

TUESDAY, JANUARY 20, 2026

MINUTES

OPEN SESSION – 6:00 PM

CALL TO ORDER

The January 20, 2026, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:01 pm by Mayor Pro Tem Curtis Burton in the Council Chambers.

ROLL CALL

PRESENT: Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: Mayor Eunice M. Ulloa

FLAG SALUTE

Girl Scout Troop 5181 led the Pledge of Allegiance.

CEREMONIALS

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

- Vertical IT Solutions
- Kenwoods Kitchen & Tap

The Business of the Month for January 2026 was presented to Vertical IT Solutions. The award was accepted by CEO Kody Bakos, and owner Steven Sedory.

The next Business of the Month for January 2026 was presented to Kenwoods Kitchen & Tap. The award was accepted by General Manager Matt Meraz.

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

The Mayor's Home Beautification Award was not presented. The recipient was not present.

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

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

Mayor Pro Tem Burton announced the External Agency Report was included in the agenda packet.

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

Mayor Pro Tem Burton announced the City Council Goals Workshop Meeting Summary was included in the agenda packet.

PUBLIC ANNOUNCEMENTS

Mayor Pro Tem Burton announced the upcoming Lunar New Year Celebration, Euclid Avenue Bridge Project meetings, and the Run for Russ Memorial 5K.

PUBLIC COMMENTS

Chaplain Ernesto Garcia, Chino Valley Fire District, gave the invocation.

Zeb Welborn, President, Chino Valley Chamber of Commerce, provided an update on activities and events.

Maureen Moe Mendoza, submitted three written requests, which were saved to the meeting record. She spoke regarding an Animal Resource Center of the Inland Empire (ARC) dog biting incident and ARC operations.

Donna Marchesi, spoke regarding ARC volunteering and donation opportunities, requested ARC activity reports, meeting recordings, and spoke regarding trash and recycling concerns.

CONSENT CALENDAR

Maureen Moe Mendoza, spoke regarding Consent Calendar Item 6 to recommend revisions to Ordinance No. 2025-010.

City Manager Reich explained Ordinance No. 2025-010 proposes minor terminology updates and recommended the ordinance to be approved as presented. She confirmed the Animal Resource Center of the Inland Empire (ARC) member agencies will coordinate a comprehensive uniform update to be presented at a future date.

1. Warrants. Approve expenses as audited and within budget for warrants 7773473 to 7773816, and Electronic Fund Transfers 525507E to 525686E, totaling $9,162,049.03
2. Minutes. Regular Meeting Minutes for December 16, 2025 (Council Member Lucio Absent-Excused).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Action Minutes. Adopt Resolution 2026-008, approving the transition to the use of Action Minutes format for all meetings of the Chino City Council / Successor Agency to the Redevelopment Agency / Chino Public Financing Authority and Commissions.

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

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

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

8. Adjustments in Compensation for Affected Employees of the City of Chino. Adopt Resolution Nos. 2026-001, 2026-003, and 2026-004, approving Compensation and Benefit Plan for 1) Unrepresented Management; 2) Part-Time Employees; and 3) Amendments to Classification and Compensation Schedules.

9. Memorandum of Understanding Between the City of Chino and the American Federation of State, County and Municipal Employees (AFSCME). Adopt Resolution No. 2026-005, approving the AFSCME Memorandum of Understanding and Resolution No. 2026-002, approving Classification Plans and Compensation Schedules for AFSCME.

10. Notice of Completion for the Traffic Signal Installation - Eucalyptus Avenue at Fern Avenue Project (TR240) with Elecnor Belco Electric, Inc. Accept Contract No. 2024-263 to Elecnor Belco Electric as complete for Project TR240; authorize the Director of Public Works to file the Notice of Completion on behalf of the City; authorize the release of retention funds following the 35-day lien period.

11. Final Acceptance of Public Improvements for Administrative Approval PL19-0101, Pad 6, Located on the south side of Schaefer Avenue Between Fern Avenue and Euclid Avenue, within the Stater Bros. Plaza. Accept Public Improvements as complete for Administrative Approval PL19-0101 Pad 6, located on the south side of Schaefer Avenue between Fern Avenue and Euclid Avenue, within the Stater Bros. Plaza.

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

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

NEW BUSINESS

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

Staff Report By: Kim Sao, Director of Finance

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

City Manager Reich provided an introduction. Kim Sao, Director of Finance and Eric Myers,

HdL Companies, provided a presentation.

Stubbie Barr, provided a public comment regarding the business license tax and raised caution regarding raising the tax rate to do business in Chino. He recommended PowerPoint presentations be improved for public viewing.

The City Council held a discussion and agreed with focusing on the variable gross receipts model as recommended by staff.

Motion by Council Member Lucio, seconded by Council Member Flores, to focus on the Variable Gross Receipts Model for modernizing the City's business license tax structure. Based on Council's input, staff will explore the feasibility of including the Business License Tax on the November 2026 General Municipal Election ballot. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

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

Staff Report By: Kim Sao, Director of Finance

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

Kim Sao, Director of Finance, provided an introduction on the item. Bradley Neal, Stradling Yocca Carlson & Rauth LLP, provided a presentation.

Motion by Council Member Lucio, seconded by Council Member Comstock, to 1) Adopt Resolution No. 2026-006, declaring the City of Chino's intention to establish Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; 2) adopt Resolution No. 2026-007 declaring the City of Chino's Intention to Incur Bonded Indebtedness for the proposed Community Facilities District No. 2026-1 and Improvement Area Nos. 1, 2 and 3 therein; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

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

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

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

Silvia Avalos, Director of Community Services, Parks & Recreation, and Lisa Conlon, Revenue Manager, provided a presentation.

Troy Stevens, Gavin R. Stevens Foundation, spoke in opposition of the item.

Stubbie Barr, spoke in support of the Gavin R. Stevens Foundation, and addressed the regulatory fee reference.

The City Council held a discussion regarding the item. An amendment to the motion was proposed to allow the Gavin R. Stevens Foundation to operate its fireworks booth for one additional year. This extension is requested because the foundation would otherwise be disqualified under the proposed ordinance update, which removes the Community Services, Parks and Recreation Commissions ability to allow exemptions to organizations that use the funding to directly support programs not benefiting the City of Chino.

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

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

Motion by Council Member Lucio, seconded by Council Member Flores, to Approve the Introduction of Ordinance No. 2026-001, to be read by number and title only, waiving further reading of the Ordinance, amending Chapter 8.12 of the Chino Municipal Code (CMC) pertaining to fireworks, including providing a 1 year extension to the Gavin Stevens Foundation. The motion carried by the following vote:

AYES: COMSTOCK, FLORES, AND LUCIO

NOES: BURTON

ABSENT: ULLOA

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

Staff Report By: Jeff Benson, Parks and Facilities Manager

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

Jeff Benson, Parks and Facilities Manager, and Silvia Avalos, Director of Community Services, Parks & Recreation provided a presentation.

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

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

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

Staff Report By: Sylvia Ramos, Contracts and DIF Administrator

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

Sylvia Ramos, Contracts and DIF Administrator, and Hye Jin Lee, Director of Public Works, provided a presentation.

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

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had an excused absence.

Mayor Pro Tem Burton

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

Staff Report By: Mayor Pro Tem Burton

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

Motion by Council Member Flores, seconded by Council Member Comstock, to Approve community support fund contribution of $500 Chino Police Officers Foundation ($250 Run for Russ/$250 Baker to Vegas). The motion carried by the following vote:

AYES: BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: ULLOA

Mayor Pro Tem Burton had no report, noting he will provide a written report to the City Clerk.

Council Member Comstock

No report.

Council Member Flores

No report.

Council Member Lucio

No report.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante had no report.

Director's Report

There was no Director's report.

Police Chief's Report

Police Chief Mensen thanked Mayor Pro Tem Burton for his donation to the Chino Police

Officer's Foundation.

Fire Chief's Report

Fire Chief Dave Williams reported the appellate court reversed the ruling on the injunction for ambulances.

ADJOURN

The meeting adjourned at 8:25 p.m. The next Regular Meeting of the City Council will be held on Tuesday, February 3, 2026 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 3RD DAY OF FEBRUARY 2026.

_____
CURTIS BURTON, MAYOR PRO TEM

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****

(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
January 21-23, 2026	League of California Cities – Mayor and Council Member Academy	Sacramento, CA	Mayor Pro Tem Burton
January 29, 2026	League of California Cities – Inland Empire Division Luncheon	Grand Terrace, CA	Mayor Pro Tem Burton Council Member Comstock

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Community Facilities District Annual Reporting for Fiscal Year Ending June 30, 2025.

RECOMMENDATION

Receive and file the Community Facilities Districts Report pursuant to Senate Bill 165.

FISCAL IMPACT

There is no fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

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

BACKGROUND

Senate Bill 165 enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires that an annual report containing specified information concerning the use of the proceeds be prepared. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Section 53410 of the California Government Code. Most of the requirements of the Act are handled at the formation (bond issuance) of the Community Facilities District and some are handled through annual reports.

ISSUES/ANALYSIS

Section 53411 of the California Government Code governs annual reporting requirements. It provides that the chief fiscal officer of the issuing local agency must file a report with the governing body no later than January 1 and at least once each year thereafter. The annual report must include:

a) The amount of funds collected and expended, and
b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 53410.

Since January 1, 2001, the City has issued multiple Community Facilities District bonds as outlined in the attached report. These special tax bond issues are subject to Senate Bill 165 requirements.

To comply with Section 53411, the annual report for the fiscal year ending June 30, 2025, has been prepared by the City's special district consultant, Webb Municipal Finance, LLC. Additional information regarding CFD boundaries, outstanding balances, or project status is available upon request from the City of Chino Finance Department.

Attachments – Annual Report

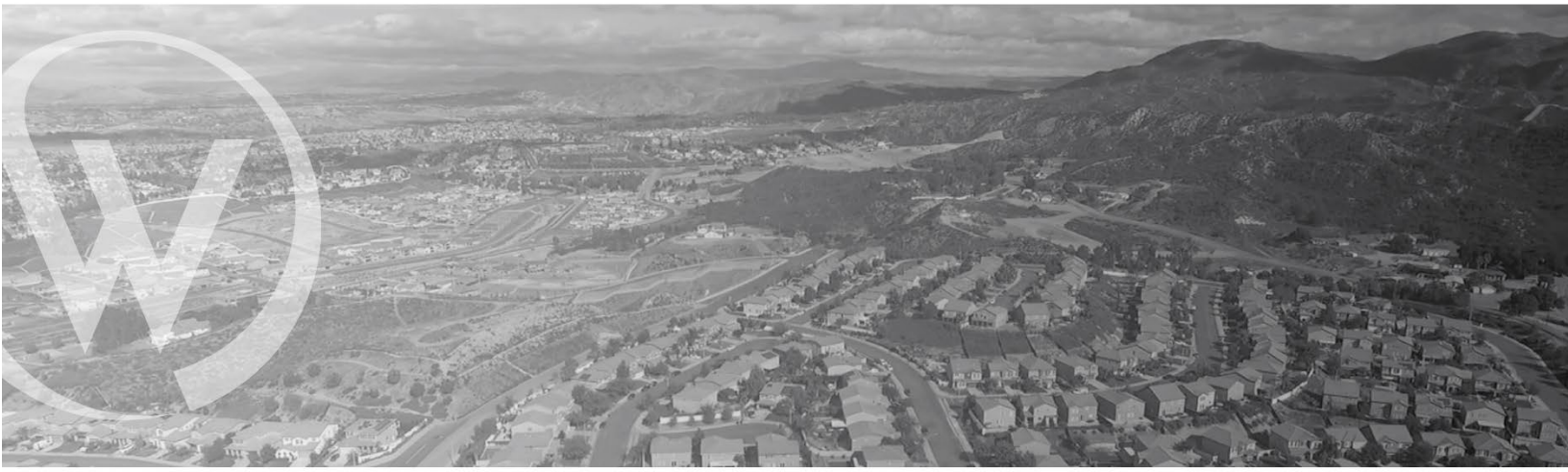
Senate Bill 165

Report for Calendar Year 2025

City of Chino

Prepared For

December 2025



webbmfinance.com

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1. Community Facilities District No. 2001-1

Community Facilities District No. 2001-1
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$184,291
Less: Delinquency as of 6/30/2025	($1,435)
Total Special Taxes Received	**$182,856**
2025 Expenditures [2]	
Bond Interest – 3/1/2025	$14,848
Bond Interest – 9/1/2025	$14,848
Bond Principal – 9/1/2025	$155,000
Administrative Expenses [3]	$5,287
Surplus Fund Credit	($5,692)
Total Expenditures	**$184,291**
City Held Fund Balance 6/30/2025	**$218,936**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 68.9 acres of land, including approximately 65.2 taxable acres, located in the southwestern portion of the City of Chino. The area is located north of Bickmore Avenue, west of Fern Avenue, and south of Kimball Avenue.

The District was formed to construct certain storm drainage, sewer and water lines, streetlights, traffic lights, signage, curbs and gutters, sidewalks, and landscaping along certain avenues.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District Nos. 2003-1, 2003-2, 2003-3 IA 1, 2003-4 and 2009-1; please see separate reports for information regarding these Districts.

1. Community Facilities District No. 2001-1

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2001-1	$2,657,753.59	$2,657,753.59	$0.00	Completed

[(1)] Included Series 2002 initial deposit.

Improvements have been completed in the District. The Improvement fund has been closed.

2. Community Facilities District No. 2003-1

Community Facilities District No. 2003-1
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$448,330
Less: Delinquency as of 6/30/2025	($2,019)
Total Special Taxes Received	**$446,311**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$42,432
Bond Interest – 9/1/2025	$42,432
Bond Principal – 9/1/2025	$370,000
Administrative Expenses [3]	$10,990
Surplus Fund Credit	($17,524)
Total Expenditures	**$448,330**

City Held Fund Balance 6/30/2025	**$568,352**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 53.70 acres of land, including approximately 40.20 taxable acres, and is located north of Schaefer Ave, east of Cypress Ave, south of Chino Ave, and west of San Antonio Ave.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including street, landscaping, bridge, storm drain, sewer, water, dry utilities infrastructure improvements, design and construction of monumentation, and traffic signal installation.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks−Roos Revenue Pool is also comprised of Community Facilities District Nos. 2001−1, 2003−2, 2003−3 IA 1, 2003−4 and 2009−1; please see separate reports for information regarding these Districts.

2. Community Facilities District No. 2003-1

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-1	$6,412,889.00	$6,412,889.00	$0.00	Completed

(1) Includes Series 2004 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

3. Community Facilities District No. 2003-2

Community Facilities District No. 2003-2
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$413,052
Less: Delinquency as of 6/30/2025	($3,871)
Total Special Taxes Received	**$409,181**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$38,699
Bond Interest – 9/1/2025	$38,699
Bond Principal – 9/1/2025	$340,000
Administrative Expenses [3]	$11,766
Surplus Fund Credit	($16,113)
Total Expenditures	**$413,051**

City Held Fund Balance 6/30/2025	**$524,985**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 38 acres of land located in the City of Chino, immediately south of Chino Avenue, between Fern Avenue on the west and Euclid Avenue on the east.

The District was formed to finance curbs, gutters, sidewalks, streetlights, traffic signal, street signs, grading, adjustment of structural sections, adjustment of manholes, access ramps, fire hydrants, and parkway landscaping, including irrigation.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks−Roos Revenue Pool is also comprised of Community Facilities District Nos. 2001−1, 2003−1, 2003−3 IA 1, 2003−4 and 2009−1; please see separate reports for information regarding these Districts.

3. Community Facilities District No. 2003-2

The following table shows the Initial Amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-2	$6,082,783.00	$6,082,783.00	$0.00	Completed

[(1)] Includes Series 2004 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2003-3 Improvement Area 1
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$2,191,226
Less: Delinquency as of 6/30/2025	($15,233)
Total Special Taxes Received	**$2,175,993**

2025 Expenditures	
Bond Interest – 3/1/2025	$151,031
Bond Interest – 9/1/2025	$151,031
Bond Principal – 9/1/2025	$1,135,000
Administrative Expenses [2]	$24,860
Total Expenditures	**$1,461,922**

City Held Fund Balance 6/30/2025	**$2,117,488**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$265,785
Less: Delinquency as of 6/30/2025	($1,846)
Total Special Taxes Received	**$263,939**

2025 Expenditures	
Services	$265,785
Administration	$0
Total Expenditures	**$265,785**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

4. Community Facilities District No. 2003-3 Improvement Area 1

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 143.11 acres of land located in the City, along the south side of Kimball Avenue between Euclid Avenue and Hellman Avenue.

The District was formed to construct certain grading, streets and traffic signals, landscaping, reclaimed water facilities, sewer improvements, water facilities, storm drainage, park improvements, dry utilities, community amenities, and fire facilities. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks−Roos Revenue Pool is also comprised of Community Facilities District Nos. 2001−1, 2003−1, 2003−2, 2003−4 and 2009−1; please see separate reports for information regarding these Districts.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 1	$20,231,459.00	$20,231,459.00	$0.00	Completed

[1] Includes Series 2004 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

5. Community Facilities District No. 2003-3 Improvement Area 2

Community Facilities District No. 2003-3 Improvement Area 2
2015 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$1,852,608
Less: Delinquency as of 6/30/2025	($11,638)
Total Special Taxes Received	**$1,840,970**
2025 Expenditures	
Bond Interest – 3/1/2025	$304,625
Bond Interest – 9/1/2025	$304,625
Bond Principal – 9/1/2025	$855,000
Administrative Expenses [2]	$18,253
Total Expenditures	**$1,482,503**
City Held Fund Balance 6/30/25	**$1,590,771**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$223,702
Less: Delinquency as of 6/30/2025	($1,405)
Total Special Taxes Received	**$222,297**
2025 Expenditures	
Services	$223,702
Administration	$0
Total Expenditures	**$223,702**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

5. Community Facilities District No. 2003-3 Improvement Area 2

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The Improvement Area is comprised of approximately 133 acres and is divided into two subareas. Subarea A is comprised of approximately 74 acres of land and is bounded by Rincon Meadows Avenue, Kimball Avenue, Mill Creek Avenue and Bickmore Avenue. Subarea B is comprised of approximately 59 acres of land bounded by Kimball Avenue on the North, an easement owned by Southern California Edison on the South and Subarea D on the east.

The District was formed to construct certain roadway, bridges, sewers, water and reclaimed water facilities, dry utilities, storm drains, street and parkway landscaping, curbs and gutters, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities, and public community facilities. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The District is one of the four Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2015A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District Nos. 2005-1 IA 1, 2005-2 and 2006-2; please see separate reports for information regarding these Districts.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 2	$22,537,953.51	$22,537,953.51	$0.00	Completed

[(1)] Includes Series 2006 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

6. Community Facilities District No. 2003-3 Improvement Area 5

Community Facilities District No. 2003-3 Improvement Area 5

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, require that the proceeds of the Special Tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [(1)]	
Special Taxes Levied	$698,683
Less: Delinquency as of 6/30/2025	($379)
Total Special Taxes Received	**$698,304**
2025 Expenditures	
Services	$695,441
Administrative Expenses [(2)]	$3,243
Total Expenditures	**$698,684**

[(1)] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services and Administrative Expenses.
[(2)] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is separated into two non-contiguous areas; one located north of Pine Avenue and west of Rincon Meadows Avenue, and the second is located west of Hellman Avenue and south of Pine Avenue.

CFD No. 2003-3 IA 5 is a non-bonded service and was formed to finance services such as, maintenance of parks, parkways and open space; flood and storm protection services; the operation of storm drainage systems; and public safety services.

Community Facilities District No. 2003-3 Improvement Area 6
2015 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$957,170
Less: Delinquency as of 6/30/2025	($6,503)
Total Special Taxes Received	**$950,667**
2025 Expenditures	
Bond Interest – 3/1/2025	$253,619
Bond Interest – 9/1/2025	$253,619
Bond Principal – 9/1/2025	$330,000
Administrative Expenses [2]	$10,930
Total Expenditures	**$848,168**
City Held Fund Balance 6/30/2025	**$738,880**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$112,294
Less: Delinquency as of 6/30/2025	($763)
Total Special Taxes Received	**$111,531**
2025 Expenditures	
Services	$112,294
Administration	$0
Total Expenditures	**$112,294**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

7. Community Facilities District No. 2003-3 Improvement Area 6

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 30.88 gross acres of land (including approximately 19.59 taxable acres) and is divided into three zones. Zones 1 and 2 are located south of Bickmore Avenue between Rincon Meadows and Mill Creek Avenue. Zone 3 is located south of Kimball Avenue and west of Hellman Avenue.

The District was formed to finance backbone infrastructure, including water and storm drain improvements. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 6	$12,488,492.30	$12,488,471.18	$21.12	Completed

[(1)] Includes Series 2015 initial deposit.

Improvements have been completed in the District.

8. Community Facilities District No. 2003-3 Improvement Area 7

Community Facilities District No. 2003-3 Improvement Area 7
2018 and 2020 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$2,626,035
Less: Delinquency as of 6/30/2025	($38,970)
Total Special Taxes Received	**$2,587,065**
2025 Expenditures	
Bond Interest – 3/1/2025	$776,100
Bond Interest – 9/1/2025	$776,100
Bond Principal – 9/1/2025	$800,000
Administrative Expenses [2]	$22,786
Developer Reimbursement	$0
Total Expenditures	**$2,374,986**
City Held Fund Balance 6/30/2025	**$1,950,135**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$313,887
Less: Delinquency as of 6/30/2025	($4,643)
Total Special Taxes Received	**$309,244**
2025 Expenditures	
Services	$313,887
Administration	$0
Total Expenditures	**$313,887**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

8. Community Facilities District No. 2003-3 Improvement Area 7

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 83.7 gross acres of land (including approximately 56.70 taxable acres) and is divided into three zones. Zones 1 and 2 are located south of Hellman and west of Pine Avenue. Zone 3 is located north of Kimball Avenue and east of Rincon Meadows Avenue.

The District was formed to finance backbone infrastructure, including water and storm drain improvements. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 7	$38,307,155.80	$38,307,155.80	$0.00	Completed

Improvements have been completed in the District.

9. Community Facilities District No. 2003-3 Improvement Area 8

Community Facilities District No. 2003-3 Improvement Area 8
2021 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, require that the proceeds of the Special Tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$1,414,850
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$1,414,850**
2025 Expenditures	
Bond Interest – 3/1/2025	$403,000
Bond Interest – 9/1/2025	$403,000
Bond Principal – 9/1/2025	$430,000
Administrative Expenses [2]	$15,827
Developer Reimbursement	$0
Total Expenditures	**$1,251,827**
City Held Fund Balance 6/30/2025	**$1,075,502**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$181,878
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$181,878**
2025 Expenditures	
Services	$181,878
Administration	$0
Total Expenditures	**$181,878**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

9. Community Facilities District No. 2003-3 Improvement Area 8

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 22.39 gross acres. Zone 1 is located west of East Preserve Loop and south of Forest Park Street in the City of Chino. Zone 2 is located south of Forest Park Street and east of Main Street. Zone 3 is located south of Garden Park Street and east of West Preserve Loop.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including street, landscaping, bridge, storm drain, sewer, water, and dry utilities infrastructure improvements, design and construction of monumentation, and traffic signal installation. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 8	$22,016,786.70	$22,016,782.52	$4.18	In Progress

It is anticipated that Improvement Funds will be expended as reimbursement requests are made for approved facilities.

Community Facilities District No. 2003-3 Improvement Area 9
2022 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, require that the proceeds of the Special Tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$2,448,635
Less: Delinquency as of 6/30/2025	($31,918)
Total Special Taxes Received	**$2,416,717**
2025 Expenditures	
Bond Interest – 3/1/2025	$821,388
Bond Interest – 9/1/2025	$821,388
Bond Principal – 9/1/2025	$550,000
Administrative Expenses [2]	$18,585
Total Expenditures	**$2,211,361**
City Held Fund Balance 6/30/2025	**$1,637,873**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$373,474
Less: Delinquency as of 6/30/2025	($4,879)
Total Special Taxes Received	**$368,595**
2025 Expenditures	
Services	$373,474
Administration	$0
Total Expenditures	**$373,474**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 56.97 gross acres and three zones. Zone 1 consists of Zone 1A and 1B. Zone 1A is planned to be developed into 239 residential dwelling units and Zone 1B is planned to be developed into 76 residential dwelling units. Zone 2 is planned to be developed into 128 residential dwelling units. Zone 3 is planned to be developed into 148 residential dwelling units.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including street, landscaping, bridge, storm drain, sewer, water, and dry utilities infrastructure improvements, design and construction of monumentation, and traffic signal installation. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 9	$28,675,980.09	$28,657,859.82	$18,120.27	In Progress

It is anticipated that Improvement Funds will be expended as reimbursement requests are made for approved facilities.

Community Facilities District No. 2003-3 Improvement Area 10
2025 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$1,207,131
Less: Delinquency as of 6/30/2025	($21,420)
Total Special Taxes Received	**$1,185,711**
2025 Expenditures	
Bond Interest – 3/1/2025	$453,400
Bond Interest – 9/1/2025	$453,400
Bond Principal – 9/1/2025	$290,000
Administrative Expenses [2]	$10,331
Total Expenditures	**$1,207,131**
City Held Fund Balance 6/30/2025	**$732,405**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$121,754
Less: Delinquency as of 6/30/2025	($2,986)
Total Special Taxes Received	**$118,768**
2025 Expenditures	
Services	$121,754
Administration	$0
Total Expenditures	**$121,754**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 20.90 gross acres and four zones. Zone 1 is planned to be developed into 149 residential dwelling units and is located south of Bickmore Avenue, west of Rincon Meadows Avenue, and north of Pine Avenue in the City of Chino. Zone 2 is designated as "Agricultural Buffer Property" and is currently exempt from taxation. Zone 3 is planned to be developed into 56 residential dwelling units and is located north of Legacy Park Street, east of East Preserve Loop, and west of Hellman Avenue in the City of Chino. Zone 4 is planned to be developed into 56 residential dwelling units and is located north Legacy Park Street, east of East Preserve Loop, and west of Hellman Avenue in the City of Chino.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including street, landscaping, bridge, storm drain, sewer, water, and dry utilities infrastructure improvements, design and construction of monumentation, and traffic signal installation. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2003-3 IA 10	$16,696,302.96	$7,295,465.65	$9,400,837.31	In Progress

Community Facilities District No. 2003-4
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$374,126
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$374,126**

2025 Expenditures [1][2]	
Bond Interest – 3/1/2025	$34,966
Bond Interest – 9/1/2025	$34,966
Bond Principal – 9/1/2025	$310,000
Administrative Expenses [3]	$5,351
Surplus Fund Credit	($11,156)
Total Expenditures	**$374,127**

City Held Fund Balance 6/30/2025	**$443,529**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 96.20 acres of land, including approximately 94.66 taxable acres, and is located in the City, on the east and west side of Mountain Avenue from Kimball Avenue to Bickmore Avenue.

The District was formed to fund infrastructure needed for new development, roadway, sewer, water, gas, storm drain, streets and parkways, curbs and gutters, bridges, traffic signals, entry signage, appurtenant work, and development impact fees.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks−Roos Revenue Pool is also comprised of Community Facilities District Nos. 2001−1, 2003−1, 2003−2, 2003−3 IA 1 and 2009−1; please see separate reports for information regarding these Districts.

12. Community Facilities District No. 2003-4

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD 2003-4	$5,503,141.00	$5,503,141.00	$0.00	Completed

[1] Includes Series 2004 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2005-1 Improvement Area 1
2015 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$1,537,820
Less: Delinquency as of 6/30/2025	($20,041)
Total Special Taxes Received	**$1,517,779**
2025 Expenditures	
Bond Interest – 3/1/2025	$261,000
Bond Interest – 9/1/2025	$261,000
Bond Principal – 9/1/2025	$735,000
Administrative Expenses [2]	$22,444
Total Expenditures	**$1,279,444**
City Held Fund Balance 6/30/2025	**$1,859,070**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$1,126,480
Less: Delinquency as of 6/30/2025	($13,719)
Total Special Taxes Received	**$1,112,761**
2025 Expenditures	
Services	$1,126,480
Administration	$0
Total Expenditures	**$1,126,480**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is divided into nine planning areas and is comprised of approximately 94.40 acres of land and is bounded by Cypress Avenue, Euclid Avenue, Clemson Street and the northwest quadrant of San Antonio Avenue and Eucalyptus Avenue.

The Public Facilities within the District are proposed to consist of backbone infrastructure needed for new development such as roadway, sewer, water, storm drain, street and parkway, curbs and gutters, traffic signals, dry utilities, landscaping improvements, appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The District is one of the four Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2015A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District Nos. 2003-3 IA 2, 2005-2 and 2006-2; please see separate reports for information regarding these Districts.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2005-1 IA 1	$20,799,104.23	$20,799,104.23	$0.00	Completed

[(1)] Includes Series 2007 initial deposit.

Improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2005-1 Improvement Area 2
2019 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$168,319
Less: Delinquency as of 6/30/2025	($1,098)
Total Special Taxes Received	**$167,221**

2025 Expenditures	
Bond Interest – 3/1/2025	$29,994
Bond Interest – 9/1/2025	$29,994
Bond Principal – 9/1/2025	$60,000
Administrative Expenses [2]	$10,017
Total Expenditures	**$130,005**

City Held Fund Balance 6/30/2025	**$233,625**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$334,579
Less: Delinquency as of 6/30/2025	($2,939)
Total Special Taxes Received	**$331,640**

2025 Expenditures	
Services	$334,579
Administration	$0
Total Expenditures	**$334,579**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 54.4 net acres and contains three zones. The area is located within the City, and is located north of Cypress Avenue, west of Mountain Avenue, and south of Edison Avenue.

The Public Facilities within the District are proposed to consist of backbone infrastructure needed for new development, such as roadway, sewer, water, dry utilities, storm drain, street and parkway, curb and gutter, traffic signal, entry signage, and appurtenances and appurtenant work. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The District is one of two Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2019A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District No. 2006-3; please see separate report for information regarding this District.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2005-1 IA 2	$1,695,432.81	$1,693,235.47	$2,197.34	In Progress

[(1)] Includes Series 2014 initial deposit.

The developer is in the process of preparing and submitting payment requests for the remaining balance. The construction of the Facilities and Fees in connection with the development of property within the District continues as additional development occurs.

Community Facilities District No. 2005-1 Improvement Area 3
2015 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$205,032
Less: Delinquency as of 6/30/2025	($2,436)
Total Special Taxes Received	**$202,596**
2025 Expenditures	
Bond Interest – 3/1/2025	$47,019
Bond Interest – 9/1/2025	$47,019
Bond Principal – 9/1/2025	$70,000
Administrative Expenses [2]	$12,019
Total Expenditures	**$176,057**
City Held Fund Balance 6/30/2025	**$269,980**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$312,142
Less: Delinquency as of 6/30/2025	($3,433)
Total Special Taxes Received	**$308,709**
2025 Expenditures	
Services	$312,142
Administration	$0
Total Expenditures	**$312,142**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 19.81 net taxable acres and is divided into three zones bounded by Cypress Avenue, Edison Avenue, and Marquette Avenue, Satterfield Way, and intersected by Eucalyptus Avenue.

The Public Facilities within the District are proposed to consist of backbone infrastructure needed for new development such as roadway, sewer, water, storm drain, street and parkway, curbs and gutters, traffic signals, dry utilities, landscaping improvements, and appurtenances and appurtenant work. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2005-1 IA 3	$2,372,493.97	$2,332,283.21	$40,210.76	In Progress

[(1)] Includes Series 2015 initial deposit.

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2005-1 Improvement Area 4
2016 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$410,824
Less: Delinquency as of 6/30/2025	($8,659)
Total Special Taxes Received	**$402,165**
2025 Expenditures	
Bond Interest – 3/1/2025	$84,078
Bond Interest – 9/1/2025	$84,078
Bond Principal – 9/1/2025	$185,000
Administrative Expenses [2]	$13,346
Total Expenditures	**$366,502**
City Held Fund Balance 6/30/2025	**$493,764**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest, Administrative Expenses, and Developer Reimbursement (upon request).
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$346,418
Less: Delinquency as of 6/30/2025	($7,303)
Total Special Taxes Received	**$339,115**
2025 Expenditures	
Services	$346,418
Administration	$0
Total Expenditures	**$346,418**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

16. Community Facilities District No. 2005-1 Improvement Area 4

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District contains approximately 55.91 net taxable acres and is divided into three zones. The District is located south of Edison Avenue, west of Euclid Avenue, north of Cypress Avenue, and lies on both sides of Eucalyptus Avenue.

The Public Facilities within the District are proposed to consist of backbone infrastructure needed for new development such as roadway, sewer, water, storm drain, street and parkway, curbs and gutters, traffic signals, dry utilities, landscaping improvements, and appurtenances and appurtenant work. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2005-1 IA 4	$6,011,932.90	$5,990,512.48	$21,420.42	In Progress

[(1)] Includes Series 2016 initial deposit.

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2005-2
2015 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$489,058
Less: Delinquency as of 6/30/2025	($0.00)
Total Special Taxes Received	**$489,058**
2025 Expenditures	
Bond Interest – 3/1/2025	$72,125
Bond Interest – 9/1/2025	$72,125
Bond Principal – 9/1/2025	$200,000
Administrative Expenses [2]	$10,491
Developer Reimbursement	$134,317
Total Expenditures	**$489,058**
City Held Fund Balance 6/30/2025	**$423,976**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$53,499
Less: Delinquency as of 6/30/2025	($0)
Total Special Taxes Received	**$53,499**
2025 Expenditures	
Services	$53,499
Administration	$0
Total Expenditures	**$53,499**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 20 acres of land located in the City, within a master-planned community called The Preserve at Chino. The area is north of Bickmore Avenue, west of Rincon Meadows Avenue, and south of Kimball Avenue.

The District was formed to finance certain infrastructure improvements to support development within the District, including law enforcement, fire facilities, road, bridge, traffic signals, drainage, water storage and distribution, sewage collection and disposal, general public facilities, library, community center, open space, and park improvements. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The District is one of the four Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2015A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District Nos. 2003-3 IA 2, 2005-1 IA 1, and 2006-2; please see separate reports for information regarding these Districts.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2005-2	$5,187,000.00	$5,187,000.00	$0.00	Completed

[(1)] Includes Series 2006 initial deposit.

All improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2006-1
2016 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$242,660
Less: Delinquency as of 6/30/2025	($4,638)
Total Special Taxes Received	**$238,022**
2025 Expenditures [2]	
Bond Interest – 3/1/2025	$59,678
Bond Interest – 9/1/2025	$59,678
Bond Principal – 9/1/2025	$150,000
Administrative Expenses [3]	$9,371
Surplus Fund Credit	($36,068)
Total Expenditures	**$242,659**
City Held Fund (441) Balance 6/30/2025	**$610,831**
City Held Fund (841) Balance 6/30/2025	**$239,367**

[1] Amount enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$59,478
Less: Delinquency as of 6/30/2025	($1,207)
Total Special Taxes Received	**$58,271**
2025 Expenditures	
Services	$59,478
Administration	$0
Total Expenditures	**$59,478**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 12.22 net acres of land located in the City and consists of Tract No. 17147. The area is located south of Kimball Avenue, west of W. Preserve Loop, north of Spring Hill Street, and east of Mill Creek Avenue.

The District was formed to fund backbone infrastructure needed for new development such as roadway, bridge, sewer, water, dry utilities, storm drain, street and parkway, curb and gutter, traffic signal, entry signage, appurtenances and appurtenant work, and development impact fees used by the City to construct infrastructure. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services, the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2006-1	$3,904,374.96	$3,393,858.80	$510,516.16	Completed

[1] Includes Series 2013 initial deposit.

It is anticipated that the remainder of the unclaimed Improvement Funds will be transferred to the City for the benefit of CFD No. 2006-1.

Community Facilities District No. 2006-2
2015 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$549,618
Less: Delinquency as of 6/30/2025	($1,461)
Total Special Taxes Received	**$548,157**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$115,375
Bond Interest – 9/1/2025	$115,375
Bond Principal – 9/1/2025	$325,000
Administrative Expenses [3]	$15,088
Surplus Fund Credit	($21,220)
Total Expenditures	**$549,618**

City Held Fund Balance 6/30/2025	**$607,436**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 28.87 net acres of land located in the City and consists of Tract No. 16953. The area is located north of Chino Avenue, east of Fern Avenue, south of E. Riverside Drive, and west of Euclid Avenue.

The District was formed to construct roadway, sewer, water, gas, storm drain, street and parkway, curb and gutter, traffic signals, bus shelters, entry signage, bicycle path improvements, and appurtenances and appurtenant work.

The District is one of the four Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2015A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District Nos. 2003-3 IA 2, 2005-1 IA 1, and 2005-2; please see separate reports for information regarding these Districts.

19. Community Facilities District No. 2006-2

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2006-2	$8,088,444.40	$8,088,444.40	$0.00	Completed

[1] Includes Series 2006 initial deposit.

All improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2006-3
2019 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, require that the proceeds of the Special Tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

c. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$330,511
Less: Delinquency as of 6/30/2025	($2,831)
Total Special Taxes Received	**$327,680**
2025 Expenditures [2]	
Bond Interest – 3/1/2025	$79,816
Bond Interest – 9/1/2025	$79,816
Bond Principal – 9/1/2025	$165,000
Administrative Expenses [3]	$10,551
Surplus Fund Credit	($4,672)
Total Expenditures	**$330,511**
City Held Fund Balance 6/30/2025	**$351,097**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$64,143
Less: Delinquency as of 6/30/2025	($539)
Total Special Taxes Received	**$63,604**
2025 Expenditures	
Services	$64,143
Administration	$0
Total Expenditures	**$64,143**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

d. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 36.57 gross acres of land located in the City and consists of Tract No. 17055. The area is located north of Pine Avenue, east of Mill Creek Avenue, south of Bickmore Avenue, and west of W. Preserve Loop.

The District was formed to fund backbone infrastructure needed for new development such as: storm drain, sewer, water, street improvements, traffic signals, public park improvements, landscaping, and appurtenances and appurtenant work as well as certain development impact fees used by the City to construct infrastructure. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The District is one of two Local Obligations of the Chino Public Financing Authority (PFA) Local Agency Refunding Bonds, Series 2019A. The City of Chino PFA Marks-Roos Revenue Pool is also comprised of Community Facilities District No. 2005-1 IA 2; please see separate report for information regarding this District.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2006-3	$4,920,905.05	$4,161,061.37	$759,843.68	In Progress

[1] Includes Series 2013 initial deposit.

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2009-1
2021 Special Tax Refunding Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$824,188
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$824,188**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$135,468
Bond Interest – 9/1/2025	$135,468
Bond Principal – 9/1/2025	$565,000
Administrative Expenses [3]	$5,265
Surplus Fund Credit	($17,013)
Total Expenditures	**$824,188**

City Held Fund Balance 6/30/2025	**$932,129**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 59 acres of land, all of which are taxable, and is located in the City south of Kimball Avenue, west of Euclid Avenue, and is intersected by Fern and Bickmore Avenues.

The District was formed to finance backbone infrastructure needed for new development, such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library and public community facilities, appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure.

This District is one of the six Local Obligations of the City of Chino Public Financing Authority (PFA) Refunding Bonds, Series of 2021A. The City of Chino PFA Marks−Roos Revenue Pool is also comprised of Community Facilities

21. Community Facilities District No. 2009-1

District Nos. 2001−1, 2003−1, 2003−2, 2003−3 IA 1, and 2003−4; please see separate reports for information regarding these Districts.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2009-1	$11,034,467.00	$11,034,467.00	$0.00	Completed

[1] Includes Series 2010 initial deposit.

All improvements have been completed in the District. The Improvement Fund has been closed.

Community Facilities District No. 2016-1
2020 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$530,764
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$530,764**
2025 Expenditures [2]	
Bond Interest – 3/1/2025	$163,372
Bond Interest – 9/1/2025	$163,372
Bond Principal – 9/1/2025	$195,000
Administrative Expenses [3]	$9,021
Total Expenditures	**$530,765**
City Held Fund Balance 6/30/2025	**$498,265**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$83,307
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$83,307**
2025 Expenditures	
Services	$83,307
Administration	$0
Total Expenditures	**$83,307**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 18.42 gross acres of land located in the City and consists of Tract No. 18858. The area is located north of Bickmore Avenue and east of Euclid Avenue.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including street, landscaping, bridge, storm drain, sewer, water, dry utilities infrastructure improvements, design and construction of monumentation, and traffic signal installation. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balance as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [1]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2016-1	$9,600,000.00	$8,827,847.35	$772,152.65	In Progress

[1] Includes Series 2017 initial deposit.

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2016-2
2017 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$489,081
Less: Delinquency as of 6/30/2025	($5,356)
Total Special Taxes Received	**$483,725**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$151,213
Bond Interest – 9/1/2025	$151,213
Bond Principal – 9/1/2025	$180,000
Administrative Expenses [3]	$10,631
Surplus Fund Credit	($3,974)
Total Expenditures	**$489,083**

City Held Fund Balance 6/30/2025	**$475,206**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.
[2] Due to available surplus funds, amount enrolled was less than projected expenditures.
[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$115,429
Less: Delinquency as of 6/30/2025	($1,261)
Total Special Taxes Received	**$114,168**

2025 Expenditures	
Services	$115,429
Administration	$0
Total Expenditures	**$115,429**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

23. Community Facilities District No. 2016-2

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 39.10 gross acres of land located in the City and consists of Tract Nos. 18971-1 and 18972. The area is located north of Eucalyptus Avenue, between San Antonio Avenue and Euclid Avenue.

The District was formed to fund backbone infrastructure needed for new development such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway, landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund [(1)]	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2016-2	$7,191,422.32	$6,592,677.61	$598,744.71	In Progress

[(1)] Includes Series 2017 initial deposit

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2019-1
2020 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code which states:

The Chief Fiscal Officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$596,329
Less: Delinquency as of 6/30/2025	($3,283)
Total Special Taxes Received	**$593,046**

2025 Expenditures [2]	
Bond Interest – 3/1/2025	$192,000
Bond Interest – 9/1/2025	$192,000
Bond Principal – 9/1/202	$205,000
Administrative Expenses [3]	$10,631
Surplus Fund Credit	($3,301)
Total Expenditures	**$596,330**

City Held Fund Balance 6/30/2025	**$528,121**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Principal, Interest and Administrative Expenses.

[2] Due to available surplus funds, amount enrolled was less than projected expenditures.

[3] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 20.48 gross acres of land located north of Bickmore Avenue, between Sultana Avenue and Rincon Meadows Avenue.

The District was formed to finance certain backbone infrastructure required in connection with the previous development of property within the District, including new development, such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities and public community facilities, appurtenances and appurtenant work, and development impact fees that are used by the City to

construct infrastructure. The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2019-1	$9,719,861.89	$9,719,861.61	$0.28	Complete

All improvements have been completed in the District. The Improvement Fund will be closed.

Community Facilities District No. 2020-1

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, require that the proceeds of the Special Tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$244,738
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$244,738**
2025 Expenditures	
Services	$241,495
Administrative Expenses [2]	$3,243
Total Expenditures	**$244,738**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services and Administrative Expenses.
[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

CFD No. 2020-1 is an annexable District with a potential annexation area encompassing the entire City of Chino.

CFD No. 2020-1 is a non-bonded service and was formed to finance services such as, public safety services; library and recreation program services; the operation and maintenance of future museums and cultural facilities; street and road maintenance; and the lighting of parks, parkways, streets, roads and open space and other authorized services.

Community Facilities District No. 2021-1
2023 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$486,925
Less: Delinquency as of 6/30/2025	($3,051)
Total Special Taxes Received	**$483,874**
2025 Expenditures	
Bond Interest – 3/1/2025	$185,103
Bond Interest – 9/1/2025	$185,103
Bond Principal – 9/1/2025	$110,000
Administrative Expenses [2]	$9,946
Surplus Fund Credit	($3,228)
Total Expenditures	**$486,924**
City Held Fund Balance 6/30/2025	**$399,391**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Facilities and Administrative Expenses.

[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$102,556
Less: Delinquency as of 6/30/2025	($645)
Total Special Taxes Received	**$101,911**
2025 Expenditures	
Services	$102,556
Administration	$0
Total Expenditures	**$102,556**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

b. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Section 53410.

The District is comprised of approximately 9.68 net taxable acres and is located north of Bickmore Avenue and east of Sultana Avenue in the City of Chino

The District was formed to fund backbone infrastructure needed for new development such as roadway, bridge, sewer, water, reclaimed water, dry utilities, storm drain, street and parkway, landscaping, curb and gutter, medians, median landscaping, traffic signals, entry signage, parks, trails, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work. The funds allocated from the services portion of the CFD will cover maintenance of parks, parkways and open space, flood and storm protection services the operation of storm drainage systems, and public safety services.

The following table shows the initial amount deposited to the Improvement Fund, the amount expended, the District's June 30, 2025, Improvement Fund balance, and the project status:

Improvement Fund Balances as of June 30, 2025

District Name	Initial Amount Deposited to Improvement Fund	Amount Expended	June 30, 2025 Balance	Project Status
CFD No. 2021-1	$6,113,156.64	$6,104,244.20	$8,912.44	In Progress

It is anticipated that Improvement Funds will be expended as Developer Reimbursement requests are made for approved facilities.

Community Facilities District No. 2022-1
2025 Special Tax Bonds

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$145,850
Less: Delinquency as of 6/30/2025	($2,350)
Total Special Taxes Received	**$143,500**
2025 Expenditures	
Facilities	$141,046
Administrative Expenses [2]	$4,804
Total Expenditures	**$145,850**
City Held Fund Balance 6/30/2025	**$162,507**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Facilities and Administrative Expenses.

[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$23,943
Less: Delinquency as of 6/30/2025	($388)
Total Special Taxes Received	**$23,555**
2025 Expenditures	
Services	$23,943
Administration	$0
Total Expenditures	**$23,943**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

Community Facilities District No. 2023-1

Senate Bill 165 shall be cited as the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local Special Tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the Special Tax, requires that the proceeds of the Special Tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001, in accordance with Sections 50075.1 and 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This section of the report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, after the bonds have been issued and at least once a year thereafter. The annual report shall contain all of the following:

a. The amount of funds collected and expended.

Facilities:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$100,955
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$100,955**
2025 Expenditures	
Facilities	$96,151
Administrative Expenses [2]	$4,804
Total Expenditures	**$100,955**
City Held Fund Balance 6/30/2025	**$111,861**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Facilities and Administrative Expenses.

[2] Amount allocated to Administrative Expenses and may not have been expended in its entirety.

Services:

Fiscal Year 2024-25 Revenues [1]	
Special Taxes Levied	$13,713
Less: Delinquency as of 6/30/2025	$0
Total Special Taxes Received	**$13,713**
2025 Expenditures	
Services	$13,713
Administration	$0
Total Expenditures	**$13,713**

[1] Amount Enrolled for the Fiscal Year 2024-25 to pay for Services.

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MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Annual Adoption of City of Chino and Successor Agency Investment Policy.

RECOMMENDATION

Adopt City Resolution No. 2026-010 and Successor Agency Resolution No. SA 2026-001 containing the City of Chino and Successor Agency Statement of Investment Policy and delegating authority to the City Treasurer.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability

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

BACKGROUND

The City invests its cash balances in conformance with the California Government Code, which establishes three primary investment objectives: safety, liquidity and yield. The City adheres to the prudent investor standard and follows best practices in treasury management. California Government Code Section 53600 et seq. authorizes the investment of public funds and sets forth the permissible investment instruments for local agencies.

Chino's annual Statement of Investment Policy (attached) defines the specific investment parameters applicable to the City. These parameters may be more restrictive than the State Code, but may not be less restrictive. The Investment Policy also serves as a guiding document for achieving the City's investment objectives and outlines the overall framework for managing the investment portfolio.

City Council last adopted the Investment Policy on February 18, 2025. State Law requires that the City maintain an active investment policy for the entire fiscal year.

ISSUES/ANALYSIS

The policy is reviewed each year to ensure compliance with any changes in State Code and incorporate staff's recommended updates following a comprehensive review conducted in consultation with the Investment Advisory Committee.

A summary of the primary changes is provided below; all proposed revisions are reflected in the redlined draft of the attached policy.

- Bankers' Acceptance, Commercial Papers, Repurchase Agreements, Reverse Repurchase Agreements and Mortgage Pass-Through and Asset Backed Securities removed as allowable investment instruments.
- The minimum rating required for corporate bonds is increased to AA and the maximum portfolio allocation is reduced from 30% to 5%.
- An update was made to the investment diversification specification language for clarity.
- An update was made to the reporting specifications.
- General formatting, spelling and grammar corrections as needed.

The updated Investment Policy was presented to the Investment Advisory Committee on December 3, 2025, and the Committee recommended brining the policy changes to the City Council for consideration.

Attachments: Resolution No. 2026-010
Successor Agency Resolution No. SA 2026-001
Statement of Investment Policy (redlined)
Statement of Investment Policy (final)

RESOLUTION NO. 2026-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING A STATEMENT OF INVESTMENT POLICY AND DELEGATING AUTHORITY TO THE CITY TREASURER.

WHEREAS, on February 18, 2025, the City Council of the City of Chino last adopted the Statement of Investment Policy; and

WHEREAS, California Government Code Section 53600 et seq. governs the investment of public funds by local governments; and

WHEREAS, pursuant to California Government Code Section 53607, the City Council of the City of Chino has delegated its investment authority under California Government Code Section 53601 to the City Treasurer.

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

Section 1. The City Council does hereby adopt the attached Exhibit A containing the Statement of Investment Policy effective immediately and ending June 30, 2027.

Section 2. Any and all prior resolutions adopting a Statement of Investment Policy for the City of Chino shall be hereby rescinded.

Section 3. The City Council designates the Director of Finance as the City Treasurer.

Section 4. The City Council, of the City of Chino, California pursuant to Government Code Section 53607, hereby delegates to the City Treasurer of the City of Chino the authority of the City Council to invest or to reinvest funds of the City, or to sell or exchange securities so purchased, until such time as the delegated authority is revoked.

Section 5. The City Treasurer shall hereafter assume full responsibility for those transactions relating to the investment or the reinvestment of City funds, and the sale or exchange of securities so purchased until the delegation of this authority is revoked or expires. The authority so delegated shall comply with the provisions of State of California law, including California Government Code Section 53601, and the Investment Policy.

Section 6. The City Treasurer shall render to the City Council and to the Investment Advisory Committee a Statement of Investment Policy each year which shall be considered for adoption by the City Council no later than its second regular meeting in February of each year. Any changes to said policy shall be considered by the City Council at such a public meeting.

Section 7. The City Treasurer shall report to the City Council, City Manager and the City's Auditors as required by the Statement of Investment Policy and all applicable laws.

APPROVED AND ADOPTED THIS 3rd day of February 2026.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 3rd day of February 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

SUCCESSOR AGENCY RESOLUTION NO. SA 2026-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AS SUCCESSOR AGENCY TO THE CHINO REDEVELOPMENT AGENCY OF THE CITY OF CHINO, CALIFORNIA, ADOPTING A STATEMENT OF INVESTMENT POLICY AND DELEGATION OF CITY TREASURER DUTIES.

WHEREAS, on February 18, 2025, the City Council of the City of Chino as Successor Agency to the Chino Redevelopment Agency of the City of Chino ("Successor Agency") last adopted the Statement of Investment Policy; and

WHEREAS, California Government Code Section 53600 et seq. governs the investment of public funds by local governments; and

WHEREAS, pursuant to California Government Code Section 53607, the City Council of the City of Chino has delegated its investment authority under California Government Code Section 53601 to the City Treasurer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO AS SUCCESSOR AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council does hereby adopt the attached Exhibit A containing the Statement of Investment Policy effective immediately and ending June 30, 2027.

Section 2. Any and all prior resolutions adopting a Statement of Investment Policy for the City of Chino shall be hereby rescinded.

Section 3. The City Council designates the Director of Finance as the City Treasurer.

Section 4. The City Council pursuant to Government Code Section 53607, hereby delegates to the City Treasurer of the City of Chino the authority of the City Council to invest or to reinvest funds of the Successor Agency, or to sell or exchange securities so purchased, until such time as the delegated authority is revoked.

Section 5. The City Treasurer shall hereafter assume full responsibility for those transactions relating to the investment or the reinvestment of Successor Agency funds, and the sale or exchange of securities so purchased until the delegation of this authority is revoked or expires. The authority so delegated shall comply with the provisions of State of California law, including California Government Code Section 53601, and the Investment Policy.

Section 6. The City Treasurer shall render to the City Council and to the Investment Advisory Committee a Statement of Investment Policy each year which shall be considered for adoption by the City Council no later than its second regular meeting in February of each year. Any changes to said policy shall be considered by the City Council at such a public meeting.

Section 7. The City Treasurer shall report to the City Council, the City Manager and the City's Auditor as required by the Statement of Investment Policy and all applicable laws.

APPROVED AND ADOPTED THIS 3rd day of February 2026.

By:_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino as Successor Agency to the Chino Redevelopment Agency of the City of Chino at a regular meeting held on the 3rd day of February 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

CITY OF CHINO
STATEMENT OF INVESTMENT POLICY
ADOPTED FEBRUARY 3, 2026

1 POLICY

This statement is intended to provide guidelines for the prudent investment of the temporary idle cash of the City of Chino (City) and outline policies for maximizing the efficiency of the City's cash management system. The goal is to enhance the economic status of the City, while protecting the investment corpus of pooled cash in accordance with applicable local, state, and federal laws.

2.0 SCOPE:

This investment policy applies to all financial assets and investment activities of the City, except for proceeds of debt issuance. Debt proceeds shall be invested in accordance with the "Permitted Investments" and/or investment provisions for each specific bond indenture and/or bond document.

The Policy applies to the following funds and is accounted for in the City's annual audited financial statements.

A. General Fund
B. Special Revenue Funds
C. Debt Service Funds
D. Capital Improvement Funds
E. Enterprise Funds
F. Internal Service Funds
G. Successor Agency Funds
H. Any joint powers authority funds.

3.0 STANDARDS OF PRUDENCE:

The City Treasurer, Deputy City Treasurer, or Designee authorized to make investment decisions on behalf of the City of Chino investing public funds pursuant to this policy are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public

funds, the City Treasurer or Deputy City Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, the City Treasurer or a Deputy City Treasurer is authorized to acquire investments as authorized by law.

4.0 INVESTMENT OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the City Treasurer or Deputy City Treasurer shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the City. The third objective shall be to achieve a market average rate of return consistent with the primary objectives of safety and liquidity, throughout budgetary and economic cycles. At no time should safety or liquidity be compromised in exchange for higher yields.

1. **Safety -** The preservation of invested capital (principal) is of primary importance. The City Treasurer or a Deputy City Treasurer shall only invest in investments that are considered safe. The safety and risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these amounts. Each investment decision shall seek to ensure that capital losses are avoided.

2. **Liquidity -** The City's investment portfolio shall contain investments with a diversified mix of maturities to provide sufficient liquidity to meet projected operating cash requirements of the City.

3. **Return on Investments -** The City's investment portfolio shall be designed with the objective of obtaining a reasonable and competitive market rate of return throughout budgetary and economic cycles, taking into consideration risk constraints, prudent investment principles, and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY:

The authority to invest City funds is vested in the City Treasurer as adopted by resolution of the City Council or Agency of the City of Chino. All investment decisions and investment of funds shall be made in full compliance with this policy, the California Government Code Sections 53600 et. seq. and all other relevant state and federal requirements as well as any amendments or additions to such requirements.

Management responsibility for the investment of City funds is vested in the City Treasurer who shall prepare written procedures for the operation of the investment program and safekeeping of investment instruments consistent with this investment policy. The written procedures may provide for the delegation of authority to a designee or Deputy City Treasurer who, upon assuming such office, shall become responsible for investment transactions. No person may engage in an investment decision except as permitted by this policy and by the procedures promulgated by the City Treasurer. Prior to implementing such procedures, the City Treasurer shall submit them to the City Council for approval.

The Investment Advisory Committee is hereby established, and it is vested with the authority to oversee the implementation of this policy and to recommend amendments of this policy to the City Council. The Committee is composed of two City Council Members, the City Manager, the City Treasurer, the Deputy City Treasurer, and one alternate City Council Member who shall serve only in the absence of the regular City Council Members. The Committee shall meet once every quarter and at such other times as may be called by the City Treasurer or City Council Members. The City Treasurer shall be the chair of the Committee. The Committee may recommend the employment of a qualified investment advisor whose employment shall be determined by the City Council. The investment advisor shall advise the City Treasurer, the Committee and the City Council.

6.0 ETHICS AND CONFLICTS OF INTEREST:

Elected officials and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions under the Political Reform Act and Government Code Section 1090 *et seq.* Elected

officials and employees shall disclose to the City Manager any material interests in financial institutions that conduct business with the City, and they shall further disclose any personal investment position or financial asset that could be related to the performance of the City's investment program. Elected officials and employees shall subordinate their personal investment transactions to those of the City particularly with regard to the time of purchases and sales. Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, Government Code Section 81000 *et seq.* and CA Code of Regulations 18110 *et seq.* and the provisions limiting contractual conflicts of interest under Government Code Section 1090 *et seq.*

Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any Federal or State law, regulation, rule or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses or agents.

All persons, firms, broker/dealers, financial institutions and advisors providing investment services or bond issue assistance shall disclose to the City Manager and the Treasurer all fee sharing, fee-splitting and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer shall select all security dealers and depositories subject to City Council approval. The City shall conduct its investment transactions with several competing, reputable security broker/dealers. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). The selection process shall focus on financial viability, knowledge, experience, and ethics in the fixed-income securities industry. The City Treasurer will maintain a list and a written agreement with financial institutions authorized to provide investment services subject to City Council approval.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) or National Association of Securities Dealers (NASD) certification, proof of state registration, completed broker/dealer questionnaire, and certification of having read the City's investment policy and depository contracts. The City Treasurer will conduct

periodic reviews of the financial condition and registrations of qualified bidders.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

Authorized and suitable investments shall mean and include only those securities listed in Figure 1, to the extent they are permitted by applicable federal and state law under Government Code Sections 53601 and 53601.6. While the state code authorizes a broader range of investment instruments, the City has further restricted the eligible types of securities and transactions. Accordingly, Figure 1 represents the City's restricted list of allowable investments, which may be more conservative than those permitted under State statute.

The Table of Notes for Figure 1 provides additional footnotes related to this figure.

(See Figure 1 on following pages)

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2026)[A] APPLICABLE TO ALL LOCAL AGENCIES[B]

See "Table of Notes for Figure 1" for footnotes related to this figure.

TYPE	MAXIMUM MATURITY[C]	MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Negotiable Certificates of Deposit	5 years	30%[K]	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.

FIGURE 1 (continued)

ALLOWABLE INVESTMENT INSTRUMENTS (PER STATE GOVERNMENT CODE AS OF JANUARY 1, 2026)[A] APPLICABLE TO CITY OF CHINO[B]

See "Table of Notes for Figure 1" for footnotes related to this figure.

TYPE	MAXIMUM MATURITY[C]	MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Placement Service Deposits	5 years	50%[L]	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%[L]	None	53601.8 and 53635.8
Medium-Term Notes[O]	5 years or less	5%	"AA" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%[P]	Multiple[Q, R]	53601(l) and 53601.6(b)
Collateralized Bank Deposits[S]	5 years	None	None	53630 et seq. and 53601(n)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple[U]	53601(p)

TABLE OF NOTES FOR FIGURE 1

[A] *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

[B] *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

[C] *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.*

[D] *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

[E] *No more than 30% of the agency's money may be in bankers' acceptances of any one commercial bank.*

[F] *Applies to local agencies, other than counties or a city and county, with less than $100 million of investment assets under management. Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.*

[G] *Local agencies, other than counties or a city and county, may purchase no more than 10% of the outstanding commercial paper and medium-term notes of any single issuer.*

[H] *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.*

[I] *Applies to counties or a city and county, and the City of Los Angeles that have $100 million or more of investment assets under management.*

[J] *Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

[K] *No more than 30% of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

[L] *Effective January 1, 2020, no more than 50% of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30%. Investments made pursuant to 53635.8 remain subject to a maximum of 30% of the portfolio.*

[M] *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

[N] *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

[O] *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."*

[P] *No more than 10% invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

[Q] *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

[R] *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

[S] *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

[T] *Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f), are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).*

[U] *A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

[V] *Local entities can deposit between $200 million and $10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.*

[W] *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

9.0 REVIEW OF INVESTMENT PORTFOLIO:

The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 Authorized and Suitable Investments after the date of purchase, the city should at least quarterly review the portfolio to identify those securities that do not comply. The city will report to the council and its committee any major and critical incidences of noncompliance identified as soon as possible for possible action.

10.0 INVESTMENT POOLS/MUTUAL FUNDS:

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. Best efforts will be made to acquire the following information:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/funds?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11.0 COLLATERALIZATION:

All demand deposits and time deposits are to be fully collateralized with securities authorized by the California Government Code and the City. The eligible collateral for repurchase agreements must be those investments authorized by Section 53651 of the California Government Code. The Treasurer may specify the type of eligible collateral for use in repurchase agreements. Eligible collateral must be in book entry form. Collateral is valued at current market plus accrued interest through the date of valuation to anticipate market changes and provide a level of security for all funds.

- The cost value (book value) of collateral pledged for demand deposits must always be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:

  U.S. Treasury Securities 110%

It is the policy of the City to require reports at least on a quarterly basis from institutions with which the Treasurer has pledged security interest. The Treasurer shall monitor the adequacy of collateralization to ensure that balances are collateralized in accordance with the ratios approved herein.

Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City through the City Treasurer, for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

12.0 SAFEKEEPING AND CUSTODY:

All security transactions, entered into by the City of Chino should be conducted on a deliveryversuspayment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

13.0 DIVERSIFICATION OF INVESTMENTS:

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, the money market funds, or any other local government investment pool authorized under California Government Code.

14.0 MAXIMUM MATURITIES

To the extent possible, the City will attempt to provide sufficient liquidity to meet cash flow needs for the City's expenditure requirements for a minimum of the next six months. The City will not directly invest in securities maturing more than 5 years from the date of settlement. Forward settlement on new issues is 45 days from the time of investment.

15.0 INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Chino are protected from loss, theft, fraud or misuse. Accordingly, the Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

16.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the risk constraints and cash flow needs. The City's investment strategy is a laddered, buy-and-hold strategy approach designed to provide consistent passive income while maintaining safety and liquidity.

The City shall regularly review and monitor liquid funds, and when appropriate, reallocate them among authorized investment pool options to ensure continued alignment with the City’s investment objectives.

The performance of the portfolio will be measured against the twelve-month moving average of the 2-year U.S. Treasury rate. This benchmark is intended solely as a performance reference and shall not be used in a manner that encourages or results in the City assuming additional risk or compromising the primary objective of safety. The City recognizes that appropriate benchmarks may change over time based on market conditions or portfolio characteristics.

17.0 REPORTING

The City Treasurer shall provide the City Council with monthly reports about the City's investments and shall deliver via email to the Mayor and each City Council Member within 45 days after the end of the month..

The City Treasurer's report shall include at a minimum the following information:

- Investment type (e.g. U.S. Treasury Note, U.S. Government Agency Bond)
- Name of the issuer (e.g. Federal Farm Credit Bank, Federal Home Loan Bank)
- Maturity date
- Yield to maturity
- Current market value and source of market value
- Par and dollar amount for each security the City has invested in
- Par and dollar amount on any money held by the City (e.g. LAIF balance, Cash Balance).

The report shall also include a description of any of the City's funds, investments, or programs, that are under the management of contracted parties, including lending programs, if applicable.

The report shall state compliance of the portfolio with the investment policy, or manner in which the portfolio is not in compliance.

The report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall (or may not) be available.

18.0 INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted annually by resolution by the City Council. The policy shall be reviewed annually by the City Treasurer and the City Council and any modifications made thereto shall be approved by the City Council.

19.0 GLOSSARY

AGENCIES -Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing

agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB) and Federal Farm Credit Bank (FFCB).

BANKERS' ACCEPTANCE (BA)-A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BENCHMARK - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BOOK VALUE (COST VALUE) - The purchase price of the security as recorded in the City's books.

BROKER/DEALER - An individual or firm acting as principal in a securities transaction.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) - a California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with professional investment services.

CALLABLES - Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CORPORATE MEDIUM TERM NOTE - A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) - The purchase price of the security as recorded in the City's books.

DELIVERY VS. PAYMENT - Delivery of securities with a simultaneous exchange

of money.

DIVERSIFICATION - Dividing investment funds among a variety of securities offering independent returns.

FINANCIAL ADVISOR-A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

INTERNAL RATE OF RETURN - Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE-The price at which a security is trading, usually the liquidation value.

MONEY MARKET MUTUAL FUNDS - Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant $1 share, with the interest rate increasing or decreasing.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) - A rating organization designated by the SEC as being nationally recognized. Credit ratings shall be based on the highest rating issued by a Nationally Recognized Statistical Rating Organization (NRSRO).

OFFER PRICE - The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS - Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS Term used for unrealized gain or loss on securities being

held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO - Collection of securities held by an investor.

PRIMARY DEALER - A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and, (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account holders.

RATE OF RETURN - The yield obtainable on a security based, on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

SAFEKEEPING - The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & **EXCHANGE COMMISSION (SEC)** - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3 -1- See Uniform Net Capital Rule.

CITY OF CHINO
STATEMENT OF INVESTMENT POLICY
ADOPTED FEBRUARY 3, 2026

1.0 POLICY

This statement is intended to provide guidelines for the prudent investment of the temporary idle cash of the City of Chino (City) and outline policies for maximizing the efficiency of the City's cash management system. The goal is to enhance the economic status of the City, while protecting the investment corpus of pooled cash in accordance with applicable local, state, and federal laws.

2.0 SCOPE

This investment policy applies to all financial assets and investment activities of the City, except for proceeds of debt issuance. Debt proceeds shall be invested in accordance with the "Permitted Investments" and/or investment provisions for each specific bond indenture and/or bond document.

The Policy applies to the following funds and is accounted for in the City's annual audited financial statements.

A. General Fund
B. Special Revenue Funds
C. Debt Service Funds
D. Capital Improvement Funds
E. Enterprise Funds
F. Internal Service Funds
G. Successor Agency Funds
H. Any joint powers authority funds.

3.0 STANDARDS OF PRUDENCE

The City Treasurer, Deputy City Treasurer, or Designee authorized to make investment decisions on behalf of the City of Chino investing public funds pursuant to this policy are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public

funds, the City Treasurer or Deputy City Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, the City Treasurer or a Deputy City Treasurer is authorized to acquire investments as authorized by law.

4.0 INVESTMENT OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the City Treasurer or Deputy City Treasurer shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the City. The third objective shall be to achieve a market average rate of return consistent with the primary objectives of safety and liquidity, throughout budgetary and economic cycles. At no time should safety or liquidity be compromised in exchange for higher yields.

1. **Safety -** The preservation of invested capital (principal) is of primary importance. The City Treasurer or a Deputy City Treasurer shall only invest in investments that are considered safe. The safety and risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these amounts. Each investment decision shall seek to ensure that capital losses are avoided.

2. **Liquidity -** The City's investment portfolio shall contain investments with a diversified mix of maturities to provide sufficient liquidity to meet projected operating cash requirements of the City.

3. **Return on Investments -** The City's investment portfolio shall be designed with the objective of obtaining a reasonable and competitive market rate of return throughout budgetary and economic cycles, taking into consideration risk constraints, prudent investment principles, and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

The authority to invest City funds is vested in the City Treasurer as adopted by resolution of the City Council or Agency of the City of Chino. All investment decisions and investment of funds shall be made in full compliance with this policy, the California Government Code Sections 53600 et. seq. and all other relevant state and federal requirements as well as any amendments or additions to such requirements.

Management responsibility for the investment of City funds is vested in the City Treasurer who shall prepare written procedures for the operation of the investment program and safekeeping of investment instruments consistent with this investment policy. The written procedures may provide for the delegation of authority to a designee or Deputy City Treasurer who, upon assuming such office, shall become responsible for investment transactions. No person may engage in an investment decision except as permitted by this policy and by the procedures promulgated by the City Treasurer. Prior to implementing such procedures, the City Treasurer shall submit them to the City Council for approval.

The Investment Advisory Committee is hereby established, and it is vested with the authority to oversee the implementation of this policy and to recommend amendments of this policy to the City Council. The Committee is composed of two City Council Members, the City Manager, the City Treasurer, the Deputy City Treasurer, and one alternate City Council Member who shall serve only in the absence of the regular City Council Members. The Committee shall meet once every quarter and at such other times as may be called by the City Treasurer or City Council Members. The City Treasurer shall be the chair of the Committee. The Committee may recommend the employment of a qualified investment advisor whose employment shall be determined by the City Council. The investment advisor shall advise the City Treasurer, the Committee and the City Council.

6.0 ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions under the Political Reform Act and Government Code Section 1090 *et seq.* Elected

officials and employees shall disclose to the City Manager any material interests in financial institutions that conduct business with the City, and they shall further disclose any personal investment position or financial asset that could be related to the performance of the City's investment program. Elected officials and employees shall subordinate their personal investment transactions to those of the City particularly with regard to the time of purchases and sales. Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, Government Code Section 81000 *et seq.* and CA Code of Regulations 18110 *et seq.* and the provisions limiting contractual conflicts of interest under Government Code Section 1090 *et seq.*

Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any Federal or State law, regulation, rule or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses or agents.

All persons, firms, broker/dealers, financial institutions and advisors providing investment services or bond issue assistance shall disclose to the City Manager and the Treasurer all fee sharing, fee-splitting and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall select all security dealers and depositories subject to City Council approval. The City shall conduct its investment transactions with several competing, reputable security broker/dealers. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). The selection process shall focus on financial viability, knowledge, experience, and ethics in the fixed-income securities industry. The City Treasurer will maintain a list and a written agreement with financial institutions authorized to provide investment services subject to City Council approval.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) or National Association of Securities Dealers (NASD) certification, proof of state registration, completed broker/dealer questionnaire, and certification of having read

the City's investment policy and depository contracts. The City Treasurer will conduct periodic reviews of the financial condition and registrations of qualified bidders.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

Authorized and suitable investments shall mean and include only those securities listed in Figure 1, to the extent they are permitted by applicable federal and state law under Government Code Sections 53601 and 53601.6. While the state code authorizes a broader range of investment instruments, the City has further restricted the eligible types of securities and transactions. Accordingly, Figure 1 represents the City's restricted list of allowable investments, which may be more conservative than those permitted under State statute.

The Table of Notes for Figure 1 provides additional footnotes related to this figure.

(See Figure 1 on following pages)

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2026)[A] APPLICABLE TO CITY OF CHINO[B]

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State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Negotiable Certificates of Deposit	5 years	30%[K]	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%[L]	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%[L]	None	53601.8 and 53635.8
Medium-Term Notes[O]	5 years or less	5%	"AA" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%[P]	Multiple[Q, R]	53601(l) and 53601.6(b)
Collateralized Bank Deposits[S]	5 years	None	None	53630 et seq. and 53601(n)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple[U]	53601(p)

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[A] *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

[B] *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

[C] *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.*

[D] *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

[E] *No more than 30% of the agency's money may be in bankers' acceptances of any one commercial bank.*

[F] *Applies to local agencies, other than counties or a city and county, with less than $100 million of investment assets under management. Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.*

[G] *Local agencies, other than counties or a city and county, may purchase no more than 10% of the outstanding commercial paper and medium-term notes of any single issuer.*

[H] *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.*

[I] *Applies to counties or a city and county, and the City of Los Angeles that have $100 million or more of investment assets under management.*

[J] *Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

[K] *No more than 30% of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

[L] *Effective January 1, 2020, no more than 50% of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30%. Investments made pursuant to 53635.8 remain subject to a maximum of 30% of the portfolio.*

[M] *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

[N] *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

[O] *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."*

[P] *No more than 10% invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

[Q] *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

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[S] *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

[T] *Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f), are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).*

[U] *A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

[V] *Local entities can deposit between $200 million and $10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.*

[W] *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

9.0 REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 Authorized and Suitable Investments after the date of purchase, the city should at least quarterly review the portfolio to identify those securities that do not comply. The city will report to the council and its committee any major and critical incidences of noncompliance identified as soon as possible for possible action.

10.0 INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. Best efforts will be made to acquire the following information:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/funds?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11.0 COLLATERALIZATION

All demand deposits and time deposits are to be fully collateralized with securities authorized by the California Government Code and the City. The eligible collateral for repurchase agreements must be those investments authorized by Section 53651 of the California Government Code. The Treasurer may specify the type of eligible collateral for use in repurchase agreements. Eligible collateral must be in book entry form. Collateral is valued at current market plus accrued interest through the date of valuation to anticipate market changes and provide a level of security for all funds.

- The cost value (book value) of collateral pledged for demand deposits must always be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:

  U.S. Treasury Securities 110%

It is the policy of the City to require reports at least on a quarterly basis from institutions with which the Treasurer has pledged security interest. The Treasurer shall monitor the adequacy of collateralization to ensure that balances are collateralized in accordance with the ratios approved herein.

Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City through the City Treasurer, for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

12.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the City of Chino should be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts.

13.0 DIVERSIFICATION OF INVESTMENTS:

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the

portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, the money market funds, or any other local government investment pool authorized under California Government Code.

14.0 MAXIMUM MATURITIES

To the extent possible, the City will attempt to provide sufficient liquidity to meet cash flow needs for the City's expenditure requirements for a minimum of the next six months. The City will not directly invest in securities maturing more than 5 years from the date of settlement. Forward settlement on new issues is 45 days from the time of investment.

15.0 INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Chino are protected from loss, theft, fraud or misuse. Accordingly, the Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

16.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the risk constraints and cash flow needs. The City's investment strategy is a laddered, buy-and-hold strategy approach designed to provide consistent passive income while maintaining safety and liquidity.

The City shall regularly review and monitor liquid funds, and when appropriate, reallocate them among authorized investment pool options to ensure continued alignment with the City’s investment objectives.

The performance of the portfolio will be measured against the twelve-month moving average of the 2-year U.S. Treasury rate. This benchmark is intended solely as a performance reference and shall not be used in a manner that encourages or results in the City assuming additional risk or compromising the primary objective of safety.

The City recognizes that appropriate benchmarks may change over time based on market conditions or portfolio characteristics.

17.0 REPORTING

The City Treasurer shall provide the City Council with monthly reports about the City's investments and shall deliver via email to the Mayor and each City Council Member within 45 days after the end of the month.

The City Treasurer's report shall include at a minimum the following information:

- Investment type (e.g. U.S. Treasury Note, U.S. Government Agency Bond)
- Name of the issuer (e.g. Federal Farm Credit Bank, Federal Home Loan Bank)
- Maturity date
- Yield to maturity
- Current market value and source of market value
- Par and dollar amount for each security the City has invested in
- Par and dollar amount on any money held by the City (e.g. LAIF balance, Cash Balance).

The report shall also include a description of any of the City's funds, investments, or programs, that are under the management of contracted parties, including lending programs, if applicable.

The report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance.

The report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall (or may not) be available.

18.0 INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted annually by resolution by the City Council. The policy shall be reviewed annually by the City Treasurer and the City Council and any modifications made thereto shall be approved by the City Council.

19.0 GLOSSARY

AGENCIES -Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB) and Federal Farm Credit Bank (FFCB).

BANKERS' ACCEPTANCE (BA)-A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BENCHMARK - A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BOOK VALUE (COST VALUE) - The purchase price of the security as recorded in the City's books.

BROKER/DEALER - An individual or firm acting as principal in a securities transaction.

CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) - a California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with professional investment services.

CALLABLES - Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CORPORATE MEDIUM TERM NOTE - A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) - The purchase price of the security as recorded in the City's books.

DELIVERY VS. PAYMENT - Delivery of securities with a simultaneous exchange of money.

DIVERSIFICATION - Dividing investment funds among a variety of securities offering independent returns.

FINANCIAL ADVISOR - A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

INTERNAL RATE OF RETURN - Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE-The price at which a security is trading, usually the liquidation value.

MONEY MARKET MUTUAL FUNDS - Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant $1 share, with the interest rate increasing or decreasing.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) - A rating organization designated by the SEC as being nationally recognized. Credit ratings shall be based on the highest rating issued by a Nationally Recognized Statistical Rating Organization (NRSRO).

OFFER PRICE - The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS - Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO - Collection of securities held by an investor.

PRIMARY DEALER - A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and, (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account holders.

RATE OF RETURN - The yield obtainable on a security based, on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

SAFEKEEPING - The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & **EXCHANGE COMMISSION (SEC)** - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3 -1- See Uniform Net Capital Rule.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **KIM SAO, DIRECTOR OF FINANCE AND HYE JIN LEE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Development Impact Fees (DIF) Annual Report for Fiscal Year 2024-25.

RECOMMENDATION

Receive and file the DIF Annual Report for Fiscal Year 2024-25, submitted in compliance with the recently enacted state legislation Assembly Bill 516 Mitigation Fee Act, which establishes transparency and reporting requirements for local agencies regarding DIF programs.

FISCAL IMPACT

No fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning

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

BACKGROUND

Development Impact Fees (DIF) are levied on new development projects to mitigate the impact of that development on public infrastructure and services, such as transportation, water, sewer, storm drain, parks, and public safety to name a few.

California Government Code §66000 et seq. (the Mitigation Fee Act) requires local agencies to report annually on the status of Development Impact Fees (DIF), including their collection, expenditure, and remaining balances. In previous years, the City's DIF reporting was relatively simple, with less detailed breakdowns and limited future projections.

Recent legislative changes enacted through Assembly Bill 516 introduced enhanced reporting standards intended to strengthen transparency, accountability, and consistency in the administration of development impact fees. The new requirements, which became effective through the latest round of legislative updates, include several key changes designed to improve reporting practices and expand the level of information provided to the public.

New DIF Reporting Requirements

The new requirements, which became effective with the latest round of legislative updates and local ordinances, include several key changes to improve reporting practices. These updates are summarized as follows:

1. Detailed Breakdown by Project: each development's DIF contribution must be tracked and reported individually, which includes:
    - The specific amount collected from each development.
    - The infrastructure projects funded by the fees.
    - The status and timeline for each project.

2. Annual and Cumulative Expenditures Reporting: the City is now required to not only report annual expenditures but also provide cumulative totals for fees collected and expended over the past five years. This provides a more comprehensive view of the City's financial planning and utilization of DIF funds.

3. Future Project Projections: new regulations require that the DIF Annual Report include projections for future infrastructure needs, as well as estimates of expected future revenue from anticipated developments. This aims to enhance long-term planning and ensures that fees are being collected and allocated in a manner consistent with growth trends.

4. Transparency and Public Access: the report must be made publicly available, and a summary must be presented at a public meeting. The City is also required to publish annual updates on the use of DIFs on its website.

5. Audit and Compliance: an external audit of DIF expenditures will be required every three years to ensure compliance with state regulations. The City must report the audit findings within 60 days of receiving them.

These changes underscore the importance of maintaining up-to-date, transparent reporting practices to improve the management of impact fees and maintain public trust in local agencies' fiscal stewardship.

ISSUES/ANALYSIS

The City's Municipal Code, Chapters 3.40 and 3.45, titled Development Impact Fees, provides that if, as a condition of approval of a development project, a developer constructs a public facility identified in the DIF Nexus and Calculation Report, for which a DIF is imposed, the Developer shall be eligible to receive reimbursement and/or fee credit toward the DIFs imposed on the development project for the same type of public facility so constructed and shall be entitled to credit for eligible costs of constructing the public facilities.

Historically, developers have been responsible for constructing most of the public facilities required by new developments, as stipulated by the conditions of approval. In The Preserve, for example, DIF fees collected or credited to developers have been allocated to cover the costs of these infrastructure projects, ensuring that the necessary public facilities are in place to support population growth.

Recent changes in infrastructure management have led to the City taking on greater responsibility for certain development-driven projects. While DIF fees continue to be collected and credited to developers, a portion of these funds is now being allocated to City-managed projects. Notable examples include the Pine Avenue widening between Euclid and Johnson Avenues and the Storm Drain Line I projects, which are now under the City's direct oversight. As the City takes on more responsibility, the allocation of DIF fees may evolve, with an increasing portion directed toward City-managed projects.

During the reporting period, DIF fees were collected and credited to developers as per program guidelines. The attached financial summary details the total fees collected, ensuring transparency in reimbursements for developers' infrastructure costs. Additionally, ongoing monitoring is essential to align with the City's capital improvement plan and address emerging needs. The next reporting period will focus on assessing developer-driven and City-managed projects, ensuring that sufficient funding is programmed to meet the evolving needs of the community as the City's population continues to grow. It is essential that the City proactively tracks DIF collections, as this will support infrastructure development at the City's build-out, ensuring that the necessary resources are available to meet future demands.

Since 2020, industry indices such as the Engineering News-Record Construction Cost Index (ENR CCI) and Building Cost Index (BCI) reflect an increase of over 40 percent in baseline construction costs, driven by inflationary pressures, labor shortages, material price volatility, supply-chain disruptions, and tariffs on imported construction materials.

This rapid market escalation, particularly following the COVID-19 pandemic, has reduced the purchasing power of DIF revenues. As a result, the City's ability to deliver all planned capital improvement projects at their originally anticipated scope, cost, or schedule may be affected. Consistent with Government Code Section 66001, the City will continue to monitor project costs, fund balances, and fee program assumptions to evaluate funding sufficiency and determine whether future adjustments to project phasing or nexus updates are warranted.

This report and all supporting documents are available on the City’s website.

Attachments: Development Impact Fees Annual Report (FY 2024-25)

City of Chino

Development Impact Fee Annual Report

Fiscal Year 2024-25

Prepared by:

Department Public Works

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Executive Summary

Development Impact Fees (DIFs) are charged by local governments on new or proposed development projects to ensure that public services and infrastructure are adequate to accommodate growth from these developments. Under California Assembly Bill 1600 (AB1600), local agencies are required to prepare an annual report detailing the status of their DIF programs. This document serves as the City of Chino's AB1600 Report for Fiscal Year 2024-25.

Additionally, the report encompasses the City's In-Lieu Fees, which developers may opt to pay as an alternative to directly mitigating their project's impacts through construction. With the inclusion of In-Lieu Fees, this report also satisfies AB1600's five-year reporting requirements, covering Fiscal Years 2019-20 through 2023-24.

The City of Chino currently collects the DIF and In-Lieu Fees outlined in the table below. The DIF fees align with Resolution No. 2025-030, and the City fund numbers correspond with the City's financial system.

Fee	Fund	Program
Non-Refundable Deposits Transportation	220	In-Lieu of Construction
Circulation (Streets, Signals & Bridges)	220	General City DIF
Law Enforcement Facilities, Vehicles, & Equipment	231	General City & The Preserve DIF
Fire Suppression Facilities, Vehicles, & Equipment	232	General City & The Preserve DIF
General Facilities	233	General City & The Preserve DIF
Non-Refundable Deposits Water	253	In-Lieu of Construction
Water Source Storage & Distribution	253	General City DIF
Sewage Collection Systems	254	General City DIF
Non-Refundable Deposits Storm Drain	255	In-Lieu of Construction
Storm Drainage Collection System Facilities	255	General City DIF
Circulation (Streets, Signals & Bridges)	260	The Preserve
Water Source Storage & Distribution	261	The Preserve
Sewage Collection Systems	262	The Preserve
Storm Drainage Collection System Facilities	263	The Preserve
Public Use Facilities	265	General City & The Preserve DIF
Miscellaneous Residential Amenities	266	The Preserve
Congestion Management Program	270	The Preserve
Non-Refundable Deposits Utilities	320	In-Lieu of Construction
Residential Park & Recreation	340	General City
Residential Park & Recreation	341	The Preserve

Section 1 – Requirements of the Mitigation Fee Act (AB1600)

AB1600, commonly referred to as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 mandates the City of Chino report fee information annually.

The following information must be made available to the public within 180 days of the fiscal year.

1) Brief description of each fund or account

2) The amount of fees collected

3) Beginning and ending balance in the account or fund

4) Amount of fees collected, and interest earned during the previous year

5) Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees

6) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing.

7) Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan

8) Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

If fees remain unspent after five years from collection, additional reporting is required to justify its retention. The City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted.

1) Clearly identify the purpose of the fee

2) Nexus analysis: demonstrate a reasonable relationship between the fee and the purpose for which it was charged and the current need for the fee-funded improvements

3) Provide a detailed plan for the expenditures of the funds

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 2024-25, as well as the five-year report for FY 2019-20 through FY 2023-24.

Section 2 – Annual Report

This section outlines the information required to satisfy legal obligations for each impact fee fund. It includes a summary of the fee purpose, fee amounts, opening and closing balances, revenue collected, interest accrued, and expenditures for each project, specifying the percentage funded by fees. A summary table is provided to indicate whether sufficient funds are available to complete future projects and the estimated start date for construction of public improvements if funding is adequate. Details of any transfers, loans, or refunds related to the account are also included.

Over the past five years, construction costs have escalated at a pace that has significantly outpaced prior nexus study assumptions. Since 2020, industry-recognized indices, including the Engineering News-Record Construction Cost Index (ENR CCI) and the Building Cost Index (BCI) for construction inputs, reflect an approximate 40 percent increase in baseline construction costs. These increases have been driven by sustained inflationary pressures, labor shortages, material price volatility, and prolonged supply-chain disruptions affecting both domestic and imported construction materials.

In addition to these baseline cost escalations, tariffs imposed on imported construction materials and manufactured components, including steel, aluminum, electrical equipment, mechanical systems, and specialty infrastructure products, have further contributed to rising project costs. While tariffs are not identified as discrete line items within public works contracts, their impacts are embedded within material unit pricing, freight and transportation costs, contractor contingency allowances, and bid escalation assumptions reflected in engineer's estimates and contractor proposals.

It should be noted that DIF programs are inherently subject to timing limitations between nexus study preparation, City Council adoption, and subsequent fee updates. As a result, fee schedules are often based on construction cost assumptions established prior to actual project delivery. When market escalation occurs at accelerated rates, as experienced since the COVID-19 pandemic, impact fee revenues may not increase at the same pace as construction costs.

Collectively, these conditions have materially reduced the purchasing power of Development Impact Fee revenues and may affect the City's ability to fully construct all identified capital improvement projects at their originally anticipated scope, cost, or schedule. Consistent with Government Code Section 66001, the City will continue to monitor fund balances, project costs, and fee program assumptions to evaluate funding sufficiency and determine whether future adjustments to project phasing, cost allocation, or nexus updates are warranted.

Fund 231: Law Enforcement Facilities, Vehicles, & Equipment Summary

Chino Municipal Code Chapter 3.40 & 3.45 establishes the Law Enforcement Facilities, Vehicles & Equipment DIF. This fee is established to fund the equipment, transportation, and facilities necessary to support new police officers to address increased calls for service generated by new development.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Law Enforcement Facilities, Vehicles, and Equipment Schedule of Fees

Land Use:	Citywide Fee	Preserve Fee
Detached Low Density Residential	$656.75/unit	$656.75/unit
Detached Medium Density Residential	$655.72/unit	$656.75/unit
Attached Medium Density Residential	$416.52/unit	$419.62/unit
Attached High Density Residential	$419.62/unit	--
Attached Dwelling RD-16/20 Residential	--	$419.62/unit
Attached Dwelling RD/CC-30 Residential	--	$419.62/unit
Mobile Home	$663.96/unit	--
Commercial Lodging	$2,144.48/unit	$2,144.48/unit
Commercial/Retail	$1.07/SF	$1.07/SF
Office/Business Park Uses	$0.76/SF	$0.76/SF
Industrial Uses	$0.06/SF	$0.06/SF
Institutional/Meeting Places	$0.05/SF	$0.05/SF

The following table shows the balances, receipts, and expenditures of the Law Enforcement Facilities, Vehicles & Equipment DIF Fund for the current and last five fiscal year.

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance (*)	$ 2,831,010	$ 2,801,723	$ 2,963,541	$3,688,552	$3,771,160	$4,114,513
Fees Collected	$ 388,600	$ 246,390	$ 845,428	$ 188,974	$ 283,460	$ 207,422
Interest Earned	$ 62,159	$ 11,408	$ (65,558)	$ 87,633	$ 186,127	$ 214,672
Expenditures	$ (480,046)	$ (95,980)	$ (54,859)	$ (193,997)	$ (96,235)	$ -
Ending Balance	$ 2,801,723	$ 2,963,541	$ 3,688,552	$ 3,771,163	$4,144,513	$4,536,607

***** *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*

Over the past two decades (2004–2025), the City of Chino collected a total of $10.3 million in revenue from the Law Enforcement Facilities, Vehicles, & Equipment DIF program. Of this amount, $6.0 million has been utilized to support various critical investments over the years such as:

- Furniture and fixtures for the police department
- Software upgrades for Computer-Aided Dispatch & Records Management Systems
- Acquisition of new vehicles
- Deployment of License Plate Readers
- Procurement of equipment and laptops to support positions necessitated by development

Findings:

As of the reporting period, the DIF Law Enforcement Fund (Fund 231) reports total assets of approximately $4.5 million, consisting primarily of pooled cash, investments, and accrued interest. The fund has no outstanding liabilities. There were no interfund loans made to or from this program during the reporting period. The reported

fund balance reflects standard budgetary and accounting entries and does not indicate a cash shortfall. Available fund balances will be used to support eligible law enforcement capital facilities and infrastructure improvements in accordance with the City's DIF program and applicable Government Code requirements.

As of July 1, 2025, the DIF Law Enforcement Program reflects an ending balance of approximately $4.5 million, with $2.7 million designated for the planned police helicopter purchase anticipated in FY 2026. Currently, approximately $2.0 million is allocated to the Police Helicopter Program (Project LE-010), including $1.0 million in DIF funding and $1.0 million in grant funding to offset project costs. These allocations, however, do not fully reflect recent cost escalations affecting specialized equipment and public safety vehicles.

To address rising costs and ensure long-term program sustainability, the City is preparing a comprehensive update to the DIF program. The update will include a revised project cost estimate of approximately $2.7 million for the Police Helicopter Program. In addition, funds previously earmarked for the solar panel project will be reallocated to other eligible law enforcement capital improvements. This reallocation will support increased costs associated with equipment, vehicles, police facilities, and related infrastructure necessary to serve future development.

Consistent with Government Code Section 66001, the City will continue to monitor fund balances, project expenditures, and cost assumptions to ensure impact fee revenues are used solely for eligible purposes and remain reasonably related to the impacts of new development.

Law Enforcement Facilities, Vehicles, & Equipment Expenditures

Project	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End
LE-002	Additional Vehicles	$ -	$(1,600,000)	100%	ongoing
LE-010	Police Helicopter Program[(2)]	$ -	$(2,700,000)	73%	FY 2026

The projects identified above represent eligible law enforcement capital improvements necessary to maintain adequate public safety services to support new development. No expenditures were incurred during FY 2025. Future expenditures include the acquisition of additional police vehicles and implementation of the Police Helicopter Program, subject to staffing levels, final cost confirmation, and project scheduling.

Vehicle purchases under Project LE-002 are funded at 100 percent DIF and are contingent upon the hiring of additional sworn officers. Expenditures under Project LE-010 are anticipated to occur in FY 2026, with approximately 73 percent funded through DIF and the remaining costs offset by grant funding.

Consistent with Government Code Section 66001, the identified improvements are reasonably related to the impacts of new development, and DIF revenues will be expended solely on eligible capital facilities required to serve future growth

Fund 232: Fire Suppression Facilities, Vehicles, and Equipment Summary

Chino Municipal Code Chapter 3.40 & 3.45 establishes a Fire Suppression Facilities, Vehicles, and Equipment DIF. This fee is established to finance the relocation and/or construction of firehouses, training facilities and the equipment required to provide fire suppression to address increased calls for service generated by new development. These fees will be used to install fire facilities consistent with the Chino Valley Independent Fire District's Master Plan.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Fire Suppression Facilities, Vehicles, and Equipment Schedule of Fees

Land Use:	**Citywide Fee**	**Preserve Fee**
Detached Low Density Residential	$1,464.58/unit	$1,464.58/unit
Detached Medium Density Residential	$1,464.58/unit	$1,464.58/unit
Attached Medium Density Residential	$945.83/unit	$945.83/unit
Attached High Density Residential	$945.83/unit	--
Attached Dwelling RD-16/20 Residential	--	$945.83/unit
Attached Dwelling RD/CC-30 Residential	--	$945.83/unit
Mobile Home	$666.33/unit	--
Commercial Lodging	$564.59/unit	$564.59/unit
Commercial/Retail	$1.16/SF	$1.16/SF
Office/Business Park Uses	$1.17/SF	$1.17/SF
Industrial Uses	$0.04/SF	$0.04/SF
Institutional/Meeting Places	$0.03/SF	$0.03/SF

The following table shows the balances, receipts, and expenditures of the Fire Suppression Facilities, Vehicles, and Equipment DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance (*)	$ 1,959	$ 2,181	$ (155)	$ (4,708)	$ (10,657)	$ (7,233)
Fees Collected	$ 382,833	$ 166,881	$ 193,424	$ 439,741	$ 578,091	$ 385,549
Interest Earned	$ 5,901	$ (252)	$ (3,452)	$ 2,166	$ 14,687	$ 20,995
Expenditures	$ (388,513)	$ (168,965)	$ (194,526)	$ (447,856)	$ (589,353)	$ (402,282)
Ending Balance	$ 2,180	$ (155)	$ (4,709)	$ (10,657)	$ (7,233)	$ (2,971)

** Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*

Between 2004 and 2025, the City of Chino collected $27.5 million in revenue through the Fire Suppression Facilities, Vehicles, and Equipment DIF program. The entirety of these funds has been expended to finance critical capital improvements and acquisitions, including:

- Fire Station No. 1 & Training Tower/ Classrooms (Schaefer Avenue)
- Fire Station No. 7 (Riverside Drive)

Key Findings:

The Fire Suppression Facilities, Vehicles, and Equipment Development Impact Fee (DIF) Program collected approximately $385,549 in developer contributions.

Historically, this fund has maintained limited or negative fund balance due primarily to outstanding debt obligations owed to the Successor Agency for the former Chino Redevelopment Agency (RDA). This debt was

incurred to finance the construction of Fire Stations No. 1 and 7, as well as the associated training tower and classroom facilities.

Repayment of the RDA obligation continues through the RDA-ROPS Program Budget (Fund 401), with expenditures offset by annual transfers from the Fire DIF Fund (Fund 232). As reflected in the FY 2024-25 balance sheet, expenditures during the fiscal year were related to this repayment structure.

The fund balance has also historically been constrained due to an agreement between the City and the master developer of The Preserve, Lewis Management Corporation. Under this agreement, the developer constructed Fire Station No. 63 (Kimball Avenue) in exchange for Fire DIF credits totaling $5,235,616. These credits have been fully utilized. As a result, Fire DIF revenues collected in recent years have been applied primarily toward repayment of the RDA obligation rather than accumulation for new capital projects.

Due to the variability and unpredictability of DIF revenue, there is currently no estimated timeframe for funding the projects identified in the Fire DIF Nexus and Calculation Report, including land acquisition and construction of the Mid-Preserve Area Fire Station.

There were no interfund loans issued from the Fire Suppression Facilities, Vehicles, and Equipment DIF Fund during Fiscal Year 2024-25.

Fire Suppression Facilities, Vehicles, and Equipment Expenditures

Project	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Final Payment [(1)]
FD-008	Remaining Debt RDA	$(402,282)	$(4,448,050)	100%	tbd

(1) Final payment is contingent on development and the fees collected from developers.

Fund 233: General Facilities Summary

Chino Municipal Code Chapter 3.40 & 3.45 establishes a General Facilities DIF. This fee is established to finance the general office and work facilities, and equipment used by City staff when undertaking daily duties. Meaning, the newly developing community will have access to the same level of municipal service as is currently provided to the existing community.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

General Facilities, Vehicles, and Equipment Schedule of Fees

Residential:	**Citywide Fee**	**Preserve Fee**
Detached Low Density Residential	$174.41/unit	$174.41/unit
Detached Medium Density Residential	$174.41/unit	$174.41/unit
Attached Medium Density Residential	$174.41/unit	$174.41/unit
Attached High Density Residential	$174.41/unit	--
Attached Dwelling RD-16/20 Residential	--	$174.41/unit
Attached Dwelling RD/CC-30 Residential	--	$174.41/unit
Mobile Home	$174.41/unit	--
Commercial Lodging	$22.36/unit	$22.36/unit
Commercial/Retail	$0.07/SF	$0.07/SF
Office/Business Park Uses	$0.07/SF	$0.07/SF
Industrial Uses	$0.07/SF	$0.07/SF
Institutional/Meeting Places	$0.07/SF	$0.07/SF

The following table shows the balances, receipts, and expenditures of the General Facilities DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance (*)	$ 1,923,861	$ 2,102,058	$ 2,051,093	$ 3,078,877	$ 3,213,863	$3,460,224
Fees Collected	$ 136,321	$ 45,875	$ 1,200,739	$ 64,796	$ 88,639	$ 26,004
Interest Earned	$ 41,876	$ 7,956	$ (55,798)	$ 70,190	$ 157,722	$ 176,901
Expenditures	$ -	$ (104,796)	$ (117,157)	$ -	$ -	$ -
Ending Balance	$ 2,102,058	$ 2,051,093	$ 3,078,877	$ 3,213,863	$ 3,460,224	$3,663,129

** Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*

The City has used a portion of the DIF collected toward funding the Accela Automation Upgrade. This upgrade represents a strategic investment in modernizing the City's permitting and development review processes, improving efficiency, and enhancing user accessibility. By leveraging DIF funds for this initiative, the City aims to streamline operations, reduce processing times, and support the long-term needs of residents, developers, and staff. This allocation aligns with the City's commitment to utilizing DIF resources in ways that directly contribute to infrastructure development and technological advancements that benefit the community.

Key Findings:

As of FY 2024-25, and based on information currently available to staff, the General Facilities DIF program is anticipated to carry an ending balance of approximately $3.6 million. The City has a pressing need for a warehouse facility to serve as a satellite service center in The Preserve, as well as additional workspace at the existing service center. However, the City has not yet allocated the fund balance to a specific project. Instead, the City is taking a strategic approach, considering both the Civic Center Master Plan and the ongoing buildout

of The Preserve. Currently, the fund balance dollars are tentatively being earmarked for:

General Facilities Expenditures

Project	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End
GF-002	Share of Common City Service Center Improvements	$ -	$(4,863,511)	100%	FY 2026 / FY 2030

It should be noted, there were no loans or year-end fund transfers from the General Facilities DIF Fund in FY 2024-25.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimate for this project. Given the variability and unpredictability of DIF revenue, there is currently no timeline for determining the funding sources or amounts required to complete this project. For the time being, the fund balance is designated for this initiative.

Additionally, due to the variability of DIF revenue, a timeline for funding other projects identified in the Nexus and Calculation Report cannot currently be determined.

Fund 265: Public Use Facilities Summary

Chino Municipal Code Chapter 3.40 & 3.45 establishes a Public Use Facilities DIF. The purpose of the fee is to determine the costs of expanding the City's inventory of public-use facilities to meet the added demands created by the construction of additional residential dwelling units.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Public Use (Community Center) Facilities Schedule of Fees

Residential:	**Citywide Fee**	**Preserve Fee**
Detached Low Density Residential	$5.294.85/unit	$5,294.85/unit
Detached Medium Density Residential	$5,294.85/unit	$5,294.85/unit
Attached Medium Density Residential	$4,372.50/unit	$4,372.50/unit
Attached High Density	$4,372.50/unit	--
Mobile Home	$3,500.46/unit	--
Attached Dwelling RD-16/20 Residential	--	$4,372.50/unit
Attached Dwelling RD/CC-30 Residential	--	$3,384.19/unit

The following table shows the balances, receipts, and expenditures of the Public Use Facilities DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance [(1)]	$3,585,953	$ 4,840,810	$5,395,202	$5,336,512	$6,119,209	$7,430,640
Fees Collected	$1,161,830	$ 533,476	$ 33,601	$ 663,934	$1,013,827	$ 544,322
Interest Earned	$ 93,027	$ 20,916	$ (92,291)	$ 118,763	$ 297,604	$ 201,620
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -
Ending Balance	$4,840,810	$5,395,202	$5,336,512	$6,119,209	$7,430,640	$7,974,962
Credits Issued [(2)]	$ 966,425	$ 840,330	$ 3,545,106	$ 437,708	$ 228,532	$639,810

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

In 2018, the City Council adopted Resolution No. 2017-068 (via Ordinance No. 2017-015), approving an updated DIF Calculation and Nexus Report (dated December 28, 2017). Key changes included eliminating Library Facilities Infrastructure categories in both Citywide and The Preserve DIF programs and merging them into a single Public Use Facilities category.

The merged Public Use Facilities category will fund community center spaces (e.g., gyms, museums, teen centers, senior centers, child-care facilities, and libraries), aiming to provide up to 80,276 square feet of such facilities across the City and The Preserve through build-out.

City staff concluded that consolidating these funds was appropriate, as they support similar amenities utilized by residents of both The Preserve and the General City. In July 2022, the City Council approved a supplemental budget request to merge DIF Funds 234 (Library Facilities Citywide), 245 (Community Facilities Citywide), 264 (Library Facilities Preserve), and 265 (Community Facilities Preserve). Additionally, the City Council authorized the renaming of Fund 265 to Public Use Facilities, in accordance with the adopted Development Impact Fee Nexus and Calculation Report.

Key Findings:

Based on preliminary information available at the time of report preparation, the Public Use Facilities DIF program is estimated to have an ending fund balance of approximately $7.9 million as of FY 2024-25. These funds are currently identified for the future community center in The Preserve; however, amounts and allocations are subject to final reconciliation and future City Council action, as applicable. Per the amended Preserve Development Agreement, Lewis Management Corporation is required to construct 42,395 square feet of community center space within The Preserve. Per Chapter 3.45 of the City's Municipal Code, developers constructing public facilities identified in the DIF Nexus and Calculation Report may receive fee credits or reimbursements for eligible costs. Thus, DIF credits have been issued for all building permits obtained by the developer from 2004 to the present. These credits will be applied toward the actual construction costs of the community center. Any remaining costs, after the application of credits, will be reimbursed to the developer from the available DIF fund balance or through Community Facilities District (CFD) 2003-3.

The estimated cost for designing and constructing the community center is $52.7 million, with anticipated completion in the summer of 2027. However, the costs reflected in the current DIF program do not account for the significant construction cost escalation experienced in recent years. To address these increases, the City is undertaking a comprehensive update to the DIF program, which will include a revised cost estimate for the project.

It should be noted, there were no loans or year-end fund transfers from the Public Use Facilities DIF Fund in FY 2024-25.

The table below summarizes the planned future expenditures for the Public Use Facilities Fees and the anticipated construction start date.

Public Use Facilities Expenditures

Project	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End (1)
PF-001	The Preserve Community Center	$ -	$(52,700,000)	100%	FY 2026 / FY 2028

(1) Construction start and end date may be revised

Fund 220: Citywide Circulation (Streets, Signals, and Bridges) System Summary

Chino Municipal Code Chapter 3.40 establishes a Circulation (Streets, Signals, and Bridges) System DIF. This fee is established to finance the construction of streets, signals, and bridges within the development area and in areas outside the development area but impacted by the development. The fee will be used to construct streets, signals, and bridges consistent with the City's Circulation Element of the City's General Plan and shall include any fee established by the County of San Bernardino to satisfy regional circulation requirements.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Circulation (Streets, Signals, and Bridges) System Schedule of Fees

Land Use:	Citywide Fee
Detached Low Density Residential	$4,806.13/unit
Detached Medium Density Residential	$4,809.13/unit
Attached Medium Density Residential	$3,207.93/unit
Attached High Density Residential	$1,984.91/unit
Mobile Home	$2,500.53/unit
Commercial Lodging	$2,534.06/unit
Commercial/Retail	$9.85/SF
Office/Business Park Uses	$7.47/SF
Industrial Uses	$2.42/SF
Institutional/Meeting Places	$8.17/SF

The following table shows the balances, receipts, and expenditures of the Circulation (Streets, Signals, and Bridges) System DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance [1]	$19,855,900	$35,703,857	$35,286,595	$34,772,440	$30,538,615	$30,725,958
Fees Collected	$ 799,066	$ 253,383	$5,009,558	$ 621,745	$ 879,096	$ 666,620
Interest Earned	$ 716,512	$ 133,037	$ (576,404)	$ 940,228	$ 1,555,041	$ 1,588,626
Expenditures	$ (159,822)	$ (803,682)	$(4,947,309)	$(5,798,798)	$(2,246,793)	$(7,092,564)
Ending Balance	$21,211,656	$35,286,595	$34,772,440	$30,535,615	$30,725,958	$25,888,640
Credits Issued [2]	$ -	$ -	$68,533	$ -	$ -	$ 662,497

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Fund 220 Overview

The Citywide Circulation DIF (Fund 220 – Streets, Signals, and Bridges) supports the planning, design, and construction of growth-related transportation infrastructure throughout the City of Chino. Eligible improvements include arterial roadways, traffic signals, bridges, and system-wide circulation facilities necessary to accommodate development-related traffic impacts.

The fund is administered in accordance with the State Mitigation Fee Act and the City's adopted Development

Impact Fee program requirements.

Expenditure Reconciliation & Budget Correction

During Fiscal Year 2024–25, staff completed a comprehensive year-end reconciliation of Fund 220 expenditures. As part of this review, it was identified that costs associated with the Police Department masonry block wall constructed adjacent to the SR-60 Freeway had been inadvertently charged to the Circulation DIF program as part of the Central Avenue / SR-60 Interchange Project.

Because the wall serves Police Department facility security and aesthetic purposes and does not constitute an eligible circulation improvement, the expenditure was determined to be outside the authorized scope of the DIF program.

Corrective action was initiated to reclassify approximately $988,803 in wall-related costs to the General Fund. The corresponding restoration of Circulation DIF resources will be reflected as revenue in the subsequent fiscal year, following City Council approval of the budget adjustment. This timing difference does not affect the long-term financial position of Fund 220 and ensures continued compliance with the Mitigation Fee Act.

Capital Improvement Project Activity

The City continues to proactively advance development-driven Capital Improvement Projects (CIP) that support regional mobility, congestion relief, and long-term circulation system capacity.

A major ongoing initiative is the Pine Avenue Connector Bridge Project, with an estimated total cost exceeding $143 million. This regionally significant project is being delivered in coordination with the California Department of Transportation (Caltrans) and is supported through partnerships with the City of Chino Hills and the San Bernardino County Transportation Authority (SBCTA).

The project includes the extension of Pine Avenue eastward from State Route 71 (SR-71) to El Prado Road as a four-lane arterial roadway, as well as the widening of Pine Avenue from El Prado Road to Euclid Avenue (State Route 83) to provide a continuous four-lane configuration.

In addition, the Edison Avenue Street Improvements Project near Ayala Park, east of Central Avenue, is approaching completion. This developer-driven project, led by Lennar Homes of California, is being delivered pursuant to a contractual reimbursement agreement under which the developer is eligible for reimbursement of verified actual construction costs in accordance with the City's Development Impact Fee program.

Another significant circulation investment involves public improvements along Euclid Avenue within the City of Ontario, including median and roadway enhancements between Merrill Avenue and Eucalyptus Avenue located within Chino's jurisdiction. As part of development conditions, a developer has constructed improvements along this corridor. Over time, developments north of Merrill Avenue have also contributed in-lieu-of-construction fees for median and widening improvements, facilitating continued progress toward corridor upgrades.

The City plans to apply these collected deposits toward the Euclid Widening Project. While the accumulated in-lieu funds are not anticipated to fully offset the City's total share of project costs, the remaining funding needs will be evaluated and incorporated into the next Development Impact Fee Nexus Study update. Concurrently, the City is in the process of acquiring roadway jurisdiction over Euclid Avenue from Caltrans, with the transfer anticipated to be completed within the calendar year.

The table below summarizes the FY 2024-25 year-end transfers that include a backfill from Fund 220 – Circulation (Streets, Signals, and Bridges) System DIF for projects identified in the City's adopted Four-Year

CIP as well as developer-driven infrastructure projects.

Citywide Circulation DIF (Expensed from Fund 320)	**Total Expenditures**
Edison Avenue Improvements	$938,224
Merrill Widening, Interconnect, & Euclid Ave. Median Improvements	$5,331,013
Pine Avenue Connection	$162,294
Pine Avenue Connector/Bridge Project	$1,204
TM 18903 Rubberized Emulsion Aggregate Slurry Project	$45,637
Traffic Signal Interconnect	$50
Traffic Signal Installation - Monte Vista and Walnut	$9,460
Traffic Signal Modification - Eucalyptus and Fern	$336,798
Union Pacific Railroad (East End Ave.) - Reimbursement	$6,129
State Route 60 - Reimbursements	$261,754
Total Year-End Transfer (Fund 220)	**$7,092,564**

The table below summarizes the planned future expenditures for the Circulation (Streets, Signals, and Bridges) System and the anticipated construction start date.

Project / Contract	**Project Name**	**Future Expenditures**	**% DIF**	**Construction Start/End***
ST261	Pine Avenue Bridge	$10,000,000	20%	FY 2026 / FY 2029
2025-084	Developer Reimbursement (REDA) Merril / Euclid	$1,000,000	100%	FY 2025 / FY 2026
2017-152	Developer Reimbursement (Lennar) Edison Widening	$4,830,776	36%	FY 2016 / FY 2025
R7200	Central / State Rte. 60	$275,000	100%	FY 2018 / FY 2025

It should be noted, there were no loans from the Circulation (Streets, Signals, and Bridges) System DIF Fund in FY 2024-25.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimate for current and future projects.

Fund 255: Citywide Storm Drainage Collection System Facilities Summary

Chino Municipal Code Chapter 3.40 establishes a Storm Drainage Collection System Facilities DIF. This fee is established to finance the installation of water drainage channels, natural treatment systems and pipelines. The fee will be used to install water drainage facilities in accordance with the City's Master Plan of Drainage.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Storm Drainage Collection System Facilities Schedule of Fees

Land Use:	Citywide Fee
Detached Low Density Residential	$2,511.01/unit
Detached Medium Density Residential	$1,575.14/unit
Attached Medium Density Residential	$1,095.16/unit
Attached High Density Residential	$519.81/unit
Mobile Home	$779.71/unit
Commercial Lodging	$266.19/unit
Commercial/Retail	$0.63/SF
Office/Business Park Uses	$0.64/SF
Industrial Uses	$0.54/SF
Institutional/Meeting Places	$0.40/SF

The following table shows the balances, receipts, and expenditures of the Storm Drainage Collection System Facilities DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance*	$ 3,678,296	$ 3,851,632	$ 3,406,935	$ 2,203,441	$ 2,315,920	$ 1,340,739
Fees Collected	$ 137,835	$ 45,165	$ 505,577	$ 54,455	$ 60,075	$ 233,556
Interest Earned	$ 85,043	$ 15,992	$ (30,943)	$ 58,025	$ 143,658	$ 91,805
Expenditures	$ (49,542)	$ (505,854)	$ (1,678,129)	$ -	$ (1,178,914)	$ -
Ending Balance	$ 3,851,632	$ 3,406,935	$ 2,203,440	$ 2,315,921	$ 1,340,739	$ 1,666,100
Credits Issued**	$ 38,006	$ -	$ -	$ -	$ -	$ -

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Key Findings:

As of Fiscal Year 2024–25 and based on information available at the time of report preparation, the Storm Drain DIF program reports total assets of approximately $2.0 million, consisting primarily of pooled cash and investments, accrued interest, and minor receivables. Market value adjustments reflect normal fluctuations within the City's investment portfolio and do not represent realized losses or reduced cash availability.

The fund includes approximately $357,000 in deposits for future improvements, which are restricted for eligible storm drain capital projects.

The Storm Drain DIF program reflects a positive fund balance of approximately $1.6 million, which may be used to fund eligible storm drain facilities and infrastructure improvements in accordance with the Mitigation Fee Act. The reported balance reflects the timing of development activity, DIF collections, and capital project expenditures.

Overall, the Storm Drain DIF Fund remains financially stable and is positioned to support future storm drain infrastructure needs as development within the City continues.

Project / Contract	**Project Name**	**Future Expenditures**	**% DIF**	**Construction Start/End***
MS251	Master Plan Update	$(500,000)	100%	FY 2025 / FY 2027
contract pending	Developer Reimbursement Schaefer (Lovett) Storm Drain (Yorba to Ramona)	$(800,000)	100%	FY 2026 / FY 2027

It should be noted, there were no loans from the Storm Drainage Collection System Facilities DIF Fund in FY 2024-25.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimate for current and future projects.

Fund 253: Citywide Water Source Storage and Distribution Summary

Chino Municipal Code Chapter 3.40 establishes a Water Source Storage and Distribution DIF. This fee is established to finance the installation of reservoirs, wells, major transmission lines and recycled water facilities in accordance with the City's Water Master Plan. The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Water Source, Storage and Distribution Schedule of Fees

Land Use:	Citywide Fee
Detached Low Density Residential	$2,868.38/unit
Detached Medium Density Residential	$2,869.42/unit
Attached Medium Density Residential	$2,443.94/unit
Attached High Density Residential	$2,441.84/unit
Mobile Home	$2,441.84/unit
Commercial Lodging	$2,441.84/unit
Commercial/Retail	$1.35/SF
Office/Business Park Uses	$1.15/SF
Industrial Uses	$0.57/SF
Institutional/Meeting Places	$0.73/SF

The following table shows the balances, receipts, and expenditures of the Water Source Storage and Distribution DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance [1]	$ 299,924	$ 407,269	$ 426,247	$ 486,196	$ (36,138)	$ (374,621)
Fees Collected	$ 246,003	$ 17,355	$ 679,159	$ 93,217	$ 65,072	$ 90,676
Interest Earned	$ 9,828	$ 1,622	$ (4,859)	$ 25,327	$ 542	$ -
Expenditures	$ (148,486)	$ -	$ (614,351)	$ (640,878)	$ (404,097)	$ -
Ending Balance	$ 407,269	$ 426,246	$ 486,196	$ (36,138)	$ (374,621)	$ (283,945)
Credits Issued [2]	$ -	$ -	$ 152,324	$ -	$ -	$ -

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Key Findings:

The City's funding for the Eastside Water Treatment Facility (EWTF) project was limited to Phases 1 and 2. Phase 3 (the planned expansion) was excluded from the DIF Nexus Study due to funding restrictions associated with specific grants and loans. Many state and federal grant and loan programs for water projects impose conditions that restrict the use of DIF or similar local revenues, particularly to meet equity, affordability, and cost-share requirements. These restrictions necessitate alternative funding sources for certain project phases. As a result, any DIF funds allocated to EWTF Phase 3 expenditures in FY 2024 or earlier require correction. To address this issue and restore a positive fund balance to the Water DIF program, staff presented a corrective action to the City Council in FY 2025–26, which will be reflected in the next reporting cycle. Notably, no loans were issued from the Water Source, Storage, and Distribution Development Impact Fee Fund during this fiscal year.

Fund 254: Citywide Sewage Collections System Summary

Chino Municipal Code Chapter 3.40 establishes a Sewage Collection DIF. This fee is established to finance the installation of sewage collection and transmission mains in accordance with the City's Sewer Master Plan.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Sewage Collection System Schedule of Fees

Residential:	**Citywide Fee**
Detached Low Density Residential	$610.98/unit
Detached Medium Density Residential	$613.08/unit
Attached Medium Density Residential	$466.36/unit
Attached High Density Residential	$467.41/unit
Mobile Home	$466.36/unit
Commercial Lodging	$467.41/unit
Commercial/Retail	$0.31/SF
Office/Business Park Uses	$0.25/SF
Industrial Uses	$0.10/SF
Institutional Uses/Meeting Places	$0.16/SF

The following table shows the balances, receipts, and expenditures of the Sewage Collection Systems DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance [1]	$ 3,632,200	$ 3,765,870	$ 3,038,053	$ 3,121,801	$ 3,213,021	$ 3,392,572
Fees Collected	$ 63,306	$ 17,091	$ 151,747	$ 19,602	$ 15,060	$ 47,875
Interest Earned	$ 76,614	$ 13,378	$ (67,999)	$ 71,618	$ 164,490	$ 182,855
Expenditures	$ (6,250)	$ (758,286)	$ -	$ -	$ -	$ -
Ending Balance	$ 3,765,870	$ 3,038,053	$ 3,121,801	$ 3,213,021	$ 3,392,572	$3,623,302
Credits Issued [2]	$ -	$ -	$ 2,976	$ -	$ -	$ -

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Key Findings:

Based on the information available at the time of report preparation, the Sewer DIF program reports total assets of approximately $4.35 million for FY 2024-25, consisting primarily of pooled cash and investments, accrued interest, and minor receivables. Market value adjustments reflect normal fluctuations within the City's investment portfolio and do not impact the City's available cash.

The Sewer DIF fund does not report any outstanding liabilities as of the end of the fiscal year.

The Sewer DIF program reflects a positive ending balance of approximately $3.6 million, which may be used to fund eligible sanitary sewer facilities and capacity-related infrastructure improvements in accordance with the Mitigation Fee Act. The fund balance is comprised of prior DIF collections, investment earnings, and budgetary activity.

Overall, the Sewer DIF Fund remains financially stable and is well positioned to support future sewer infrastructure improvements necessary to accommodate ongoing development throughout the City.

It should be noted, there were no loans or year-end fund transfers from the Sewage Collection Systems DIF Fund in FY 2024-25.

Given the variability and unpredictability of DIF revenue, there is currently no timeline for determining the funding sources or amounts required to complete the remaining projects included in the DIF program.

At this time, the City does not have any major sewer capital improvement projects currently under construction or programmed. Sewer DIF revenues are being strategically reserved to support future system capacity, regional conveyance improvements, and expansion projects necessary to accommodate long-term growth and development within the City.

The availability of Sewer DIF funding ensures the City remains positioned to respond to future infrastructure demands as development activity occurs and capital needs are identified through ongoing master planning and system evaluations.

Fund 260: The Preserve Circulation (Streets, Signals, and Bridges) System Summary

Chino Municipal Code Chapter 3.45 establishes a Circulation (Streets, Signals, and Bridges) System DIF. This fee is established to finance the construction of streets, signals, and bridges within the development area and in areas outside the development area but impacted by the development. The fee will be used to construct streets, signals, and bridges consistent with the City's Circulation Element of the City's General Plan and shall include any fee established by the County of San Bernardino to satisfy regional circulation requirements.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Circulation (Streets, Signals, and Bridges) System

Residential:	**Preserve Fee**
Detached Low Density Residential	$9,654.18/unit
Detached Medium Density Residential	$9,654.18/unit
Attached Medium Density Residential	$6,446.25/unit
Attached Dwelling RD-16/20 Residential	$6,446.25/unit
Attached Dwelling RD/CC-30 Residential	$3,987.64/unit
Commercial Lodging	$5.090.14/unit
Commercial/Retail	$19.80/SF
Office/Business Park Uses	$15.02/SF
Industrial Uses	$4.87/SF
Institutional Uses/Meeting Places	$16.41/SF

The following table shows the balances, receipts, and expenditures of the Circulation (Streets, Signals, and Bridges) System DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance [1]	$ 7,898,064	$ 13,344,091	$ 17,240,832	$ 20,095,758	$ 18,363,843	$ 16,838,411
Fees Collected	$ 6,279,966	$ 4,125,263	$ 5,779,422	$ 174,596	$ 1,215,736	$ 203,363
Interest Earned	$ 279,055	$ 70,235	$ (330,581)	$ 517,483	$ 960,150	$ 858,862
Expenditures	$ (1,112,995)	$ (298,757)	$ (2,593,914)	$ (2,423,994)	$ (3,701,317)	$ (6,013,283
Ending Balance	$ 13,344,090	$ 17,240,832	$ 20,095,759	$ 18,363,843	$ 16,838,411	$ 11,887,353
Credits Issued [2]	$ 4,540,120	$ 3,765,044	$ 7,780,984	$ 4,050,589	$ 2,626,635	$ 1,762,602

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Developers in The Preserve have completed most of the circulation improvements within The Preserve Specific Plan area between 2004 to present.

Accordingly, any developer constructing DIF-eligible facilities is entitled to receive DIF credits or reimbursements. The City has entered into agreements with these developers, and the terms of most agreements have been fulfilled. However, for agreements involving the City's master developer, Lewis Management Corporation, the City conducts an annual true-up. During this process, the DIF credits issued annually are deducted from the amount owed to the developer. This approach ensures transparency and accurate accounting of DIF obligations while maintaining compliance with the terms of the agreement. The annual true-up process

allows the City to manage fund balances effectively and provide timely updates to the developer regarding outstanding reimbursements.

Key Findings:

As of June 30, 2025, the City maintains a substantial ending balance of $11.8.

The table below summarizes planned future expenditures for the Circulation (Streets, Signals, and Bridges) System and anticipated construction start dates.

Project / Contract	Project Name	Future Expenditures	% DIF	Construction Start/End*
ST203	Pine Avenue Improvements	$ (2,200,000)	100%	FY 2026 / FY 2029
ST 232	Kimball Avenue Improvements	$ (6,100,000)	100%	FY 2025 / FY 2026
2025-084	Developer Reimbursement (REDA) Merrill Widening / Euclid Median	$ (900,000)	48%	FY 2025 / FY 2026
N7207	Contract Work Related to DIF	$ (201,208)	100%	Ongoing
2025-167	Developer Reimbursement (Lewis) Various Streets	$ (5,500,000)	100%	Completed 2004-2019

The table below summarizes the FY 2024-25 year-end transfers that include a backfill from Fund 260 – Preserve Circulation (Streets, Signals, and Bridges) System DIF for projects identified in the City's adopted Four-Year CIP as well as developer-driven infrastructure projects.

The Preserve Circulation DIF (Expensed from Fund 320)	Total Expenditures
Chino Development Corporation (Construction of Circulation)	$4,000,000
DIF Fee Update	$ 201,208
Kimball Avenue Improvements in The Preserve	$ 342,388
Merrill Ave. Widening, Interconnect, and Euclid Ave. Median Improvements	$ 896,878
Pine Avenue Connection to SR71	$ 216,128
Pine Avenue Improvements	$ 356,681
Total Year-End Transfer (Fund 260)	**$6,013,283**

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimates for current and proposed projects. Given the variability and unpredictability of DIF revenue, there is currently no timeline for determining the funding sources or amounts required to complete all the projects included in the DIF program.

It should be noted, there were no loans from the Circulation (Streets, Signals, and Bridges) System DIF Fund in FY 2024-25.

Fund 270: The Preserve Congestion Management Program Summary

Chino Municipal Code Chapter 3.45 establishes a Congestion Management Program (CMP) DIF. In conjunction with other government agencies. This fee is established for regional transportation improvements outside the City's limits.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Congestion Management Program (part of Circulation System category) Schedule of Fees

Residential:	**Preserve Fee**
Detached Low Density Residential	$615.18/unit
Detached Medium Density Residential	$615.18/unit
Attached Medium Density Residential	$409.77/unit
Attached Dwelling RD-16/20 Residential	$409.77/unit
Attached Dwelling RD/CC-30 Residential	$254.66/unit
Commercial Lodging	$324.88/unit
Commercial/Retail	$1.26/SF
Office/Business Park Uses	$0.95/SF
Industrial Uses	$0.31/SF
Institutional Uses/Meeting Places	$1.05/SF

The following table shows the balances, receipts, and expenditures of the CMP DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance [(1)]	$ 111,257	$ 3,207,600	$ 3,409,550	$ 7,569,819	$ 8,039,668	$ 8,696,494
Fees Collected	$ 3,033,688	$ 189,317	$ 4,304,012	$ 299,090	$ 262,116	$ 599,328
Interest Earned	$ 62,655	$ 12,633	$ (143,742)	$ 170,758	$ 394,710	$ 36,081
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -
Ending Balance	$ 3,207,600	$ 3,409,550	$ 7,569,819	$ 8,039,668	$ 8,696,494	$ 9,331,903

(1) Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.

It is crucial to recognize that the CMP Fee collected by the City of Chino will support projects beyond the City's boundaries, as part of a coordinated regional approach to congestion management. The City will collaborate with neighboring jurisdictions to ensure that these improvements are appropriately funded and implemented. As of the latest report, there is an $9.3 million ending fund balance. The City plans to reach out to adjacent cities to identify applicable projects included in the CMP and to coordinate the timing and payment remittance for projects being constructed by other cities. Refer to the City's DIF Calculation and Nexus Report for a listing of projects.

Key Findings:

Since the City will not serve as the lead agency for the projects funded by the CMP, it is vital for staff to closely monitor the fund balance and ensure the proper allocation of fees.

- **Coordination with Neighboring Jurisdictions:** The City will proactively engage with adjacent jurisdictions to ensure the CMP is applied to projects that impact traffic flow across municipal borders.

- **Monitor the Fund Balance:** Staff will consistently track the balance of collected fees, including the current $8.6 million ending fund balance, to ensure there are adequate funds for the intended transportation projects and that these funds are allocated as planned.

- **Collaborate with Other Cities:** The City will maintain strong partnerships with other cities and agencies involved in the projects, ensuring that the funds are remitted and used correctly for the planned improvements. Additionally, the City will confirm the timing of payments and ensure proper remittance for projects constructed by other jurisdictions.

It should be noted, there were no loans or transfers from the CMP DIF Fund in FY 2024-25.

Fund 263: The Preserve Storm Drainage Collection System Facilities Summary

Chino Municipal Code Chapter 3.40 establishes a Storm Drainage Collection System Facilities DIF. This fee is established to finance the installation of water drainage channels, natural treatment systems and pipelines. The fee will be used to install water drainage facilities in accordance with the City's Master Plan of Drainage.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Storm Drainage Collection System Facilities Schedule of Fees

Residential:	**Preserve Fee**
Detached Low Density Residential	$8,794.82/unit
Detached Medium Density Residential	$4,878.44/unit
Attached Medium Density Residential	$4,622.73/unit
Attached Dwelling RD-16/20 Residential	$4,461.34/unit
Attached Dwelling RD/CC-30 Residential	$1,991.20/unit
Commercial Lodging	$688.54/unit
Commercial/Retail	$4.00/SF
Office/Business Park Uses	$3.46/SF
Industrial Uses	$2.59/SF
Institutional Uses/Meeting Places	$1.90/SF

The following table shows the balances, receipts, and expenditures of the Storm Drainage Collection System Facilities DIF Fund for the current and last five fiscal years:

	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Beg. Balance	$ 2,870,257	$ 4,463,365	$ 4,252,104	$ 5,807,974	$ 2,757,918	$ 4,017,498
Fees Collected	$ 1,558,380	$ 1,323,667	$ 1,750,264	$ 502	$ 1,672,094	$ 1,608,438
Interest Earned	$ 88,648	$ 23,877	$ (103,340)	$ 210,574	$ 151,903	$ 217,686
Expenditures	$ (53,920)	$ (1,558,805)	$ (91,054)	$ (3,261,132)	$ (564,417)	$ 99,810
Ending Balance	$ 4,463,365	$ 4,252,104	$ 5,807,974	$ 2,757,918	$ 4,017,498	$ 5,943,432
Credits Issued	$ 3,929,130	$ 1,999,827	$ 4,916,064	$ 2,085,246	$ 379,450	$ 638,157

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation and remain subject to adjustment as reconciliation efforts continue.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Developers in The Preserve have completed most of the drainage improvements within The Preserve Specific Plan area between 2004 to present.

Accordingly, any developer constructing DIF-eligible facilities is entitled to receive DIF credits or reimbursements. The City has entered into agreements with these developers, and the terms of most agreements have been fulfilled. However, for agreements involving the City's master developer, Lewis Management Corporation, the City conducts an annual true-up. During this process, the DIF credits issued annually are deducted from the amount owed to the developer. This approach ensures transparency and accurate accounting of DIF obligations while maintaining compliance with the terms of the agreement. The annual true-up process allows the City to manage fund balances effectively and provide timely updates to the developer regarding outstanding reimbursements.

The City has notably taken the lead on the Euclid Avenue Line I project in partnership with the City of Ontario and the County of San Bernardino. This high-cost initiative includes a $6,000,000 allocation from the City's DIF program, to be offset by developer contributions, as The Preserve represents only 11.4% of the project's tributary area. The project is currently in the preliminary engineering and design phase.

Key Findings:

The table below summarizes planned future expenditures for the Storm Drainage Collection System Facilities DIF System and anticipated construction start dates. The information presented reflects prior-year data and will be updated upon completion of the current fiscal year reconciliation.

Project / Contract	Project Name	FY 2024 Expenditures	Future Expenditures	% DIF	Construction Start/End*
SD240	Storm Drain Line I	$(99,810)	$(77,000,000)	8%	FY 2025 / FY 2027
2024-235	Developer Reimbursement (Lewis) Pine Avenue Stage 3	$(0.00)	$(3,100,000)	100%	FY 2026 / FY 2027

The table below summarizes the FY 2024-25 year-end transfers that have a backfill from Fund 263: Storm Drainage Collection System Facilities.

Fund		Project Name	Project/Contract	Amount
540	Storm Drain	Storm Drain Line I	SD240	$64,416.61

Due to the variability and unpredictability of DIF revenue, there is currently no time estimate for the funding required to complete the projects identified in the Nexus and Calculation Report.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include revised cost estimates for current and future projects.

There were no loans from the Storm Drainage Collection System Facilities Fund in FY 2024-25.

Fund 261: The Preserve Water Source Storage and Distribution Summary

Chino Municipal Code Chapter 3.45 establishes a Water Source Storage and Distribution DIF. The fee will be used to construct reservoirs, wells, major transmission lines and recycled water facilities, in accordance with the City's Water Master Plan.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Water Source, Storage and Distribution Schedule of Fees

Land Use:	Preserve Fee
Detached Low Density Residential	$9,790.42/unit
Detached Medium Density Residential	$9,790.42/unit
Attached Medium Density Residential	$8,332.65/unit
Attached Dwelling RD 16/20 Residential	$8,332.65/unit
Attached Dwelling RD/CC 30 Residential	$8,332.65/unit
Commercial Lodging	$8,332.65/unit
Commercial/Retail	$6.10/SF
Office/Business Park Uses	$4.56/SF
Industrial Uses	$2.30/SF
Institutional/Meeting Places	$2.91/SF

The following table shows the balances, receipts, and expenditures of the Water Source Storage and Distribution DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance	$ 1,293,177	$ 2,059,533	$ 1,480,126	$ 2,040,183	$ 1,072,182	$ 1,895,487
Fees Collected	$ 879,309	$ 959,860	$ 596,327	$ 1,416,557	$ 1,732,492	$ (219,615)
Interest Earned	$ 38,111	$ 13,691	$ (36,271)	$ 100,848	$ 54,190	$ 92,011
Expenditures	$ (151,065)	$ (1,552,958)	$ -	$ (2,485,406)	$ (963,378)	$ -
Ending Balance	$ 2,059,532	$ 1,480,126	$ 2,040,182	$ 1,072,182	$ 1,895,487	$ 1,767,883
Credits Issued	$ 4,045,843	$ 2,441,975	$ 5,923,069	$ 993,718	$ 1,358,938	$ 846,945

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Key Findings:

The City's funding for the Eastside Water Treatment Facility (EWTF) project was limited to Phases 1 and 2. Phase 3 (the planned expansion) was excluded from the DIF Nexus Study due to funding restrictions associated with specific grants and loans. Many state and federal grant and loan programs for water projects impose conditions that restrict the use of DIF or similar local fee revenues, particularly to meet equity, affordability, and cost-share requirements. These restrictions necessitate alternative funding sources for certain project phases.

As a result, any DIF funds allocated to EWTF Phase 3 expenditures in FY 2024 or earlier require correction. To address this issue and restore a positive fund balance to the Water DIF program, staff presented a corrective action plan to the City Council in FY 2025-26.

Developers in The Preserve have completed most of the water improvements within The Preserve Specific Plan area between 2004 to present.

Accordingly, any developer constructing DIF-eligible facilities is entitled to receive DIF credits or reimbursements. The City has entered into agreements with these developers, and the terms of most agreements have been fulfilled. However, for agreements involving the City's master developer, Lewis Management Corporation, the City conducts an annual true-up. During this process, the DIF credits issued annually are deducted from the amount owed to the developer. This approach ensures transparency and accurate accounting of DIF obligations while maintaining compliance with the terms of the agreement. The annual true-up process allows the City to manage fund balances effectively and provide timely updates to the developer regarding outstanding reimbursements.

The table below summarizes planned future expenditures for the Water Source Storage and Distribution DIF and anticipated construction start dates. The information presented reflects prior-year data and will be updated upon completion of the current fiscal year reconciliation.

Contract	Project Name	Future Expenditures	% DIF	Construction Start/End*
TBD	Developer Reimbursement (Lewis) Pine Avenue Stage 3	$(1,005,000)	100%	FY 2026 / FY 2027
2024-236	Developer Reimbursement (Lewis) Various Water Lines	$(381,000)	100%	Completed 2004-2019

The City is currently undertaking a comprehensive reconciliation of multiple water reimbursement agreements with Lewis Management Corporation. The purpose of this reconciliation is to ensure that developer credits issued under the agreements accurately correspond with the approved land use entitlements and the applicable sewer fee schedules in effect at the time of construction.

Based on the outcome of the reconciliation and the findings documented in this Annual DIF Report, the City anticipates remitting a progress payment in the amount of approximately $381,000 during Fiscal Year 2025–26 for eligible water infrastructure improvements previously constructed by the developer.

This effort is intended to improve financial accuracy, confirm proper application of development impact fee credits, and ensure continued compliance with the Mitigation Fee Act and the City's adopted fee programs.

Due to the variability and unpredictability of DIF revenue, there is currently no time estimate for the funding required to complete the projects identified in the Nexus and Calculation Report.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimates for current and future projects.

There were no loans from the Water Source Storage and Distribution Fund in FY 2024-25.

Fund 262: The Preserve Sewage Collections System Summary

Chino Municipal Code Chapter 3.45 establishes a Sewage Collection DIF. This fee is established to finance the installation of sewage collection and transmission mains in accordance with the City's Sewer Master Plan.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Sewage Collection System Schedule of Fees

Land Use:	Preserve Fee
Detached Low Density Residential	$3,833.38/unit
Detached Medium Density Residential	$3,833.58/unit
Attached Medium Density Residential	$2,927.06/unit
Attached Dwelling RD 16/20 Residential	$2,927.06/unit
Attached Dwelling RD/CC 30 Residential	$2,927.06/unit
Commercial Lodging	$2,927.06/unit
Commercial/Retail	$2.59/SF
Office/Business Park Uses	$2.71/SF
Industrial Uses	$0.93/SF
Institutional/Meeting Places	$1.24/SF

The following table shows the balances, receipts, and expenditures of the Sewage Collection Systems DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance	$ 95,354	$ 526,702	$ 380,968	$ 506,161	$ 311,410	$ 556,331
Fees Collected	$ 428,616	$ 51,897	$ 134,168	$ 185,963	$ 727,254	$ 439,681
Interest Earned	$ 8,982	$ 2,370	$ (8,976)	$ 19,286	$ 18,084	$ 38,302
Expenditures	$ (6,250)	$ (200,000)	$ -	$ (400,000)	$ (500,417)	$ 250,663
Ending Balance	$ 526,702	$ 380,969	$ 506,160	$ 311,410	$ 556,331	$ 1,284,977
Credits Issued	$ 598,446	$ 513,694	$ 1,214,255	$ 583,149	$ 175,183	$ 266,915

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Key Findings:

Developers in The Preserve have completed most of the sewer improvements within The Preserve Specific Plan area between 2004 to present.

Accordingly, any developer constructing DIF-eligible facilities is entitled to receive DIF credits or reimbursements. The City has entered into agreements with these developers, and the terms of most agreements have been fulfilled. However, for agreements involving the City's master developer, Lewis Management Corporation, the City conducts an annual true-up. During this process, the DIF credits issued annually are deducted from the amount owed to the developer. This approach ensures transparency and accurate accounting of DIF obligations while maintaining compliance with the terms of the agreement. The annual true-up process

allows the City to manage fund balances effectively and provide timely updates to the developer regarding outstanding reimbursements.

The table below summarizes planned future expenditures for the Sewage Collection DIF and anticipated construction start dates. The information presented reflects prior-year data and will be updated upon completion of the current fiscal year reconciliation.

As of FY 2025, the Sewage Collection DIF program has an ending balance of $1.2 million.

Project / Contract	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End*
2019-220	Developer Reimbursement (Lewis) Sewer Lift Station	$ -	$(500,000)	100%	Completed FY 2024
2023-133	Developer Reimbursement (Lewis) Various Sewer Lines (2004-2019)	$ -	$(500,000)	100%	Completed 2004-2019
SW201	Sewer Lift Station Expansion Project	$(250,663)	$0.00	100%	FY 2025 / FY 2026

The City is currently undertaking a comprehensive reconciliation of multiple sewer reimbursement agreements with Lewis Management Corporation. The purpose of this reconciliation is to ensure that developer credits issued under the agreements accurately correspond with the approved land use entitlements and the applicable sewer fee schedules in effect at the time of construction.

Based on the outcome of the reconciliation and the findings documented in this Annual DIF Report, the City anticipates remitting a progress payment in the amount of approximately $1,000,000 during Fiscal Year 2025–26 for eligible sewer infrastructure improvements previously constructed by the developer.

This effort is intended to improve financial accuracy, confirm proper application of development impact fee credits, and ensure continued compliance with the Mitigation Fee Act and the City's adopted fee programs.

Due to the variability and unpredictability of DIF revenue, there is currently no time estimate for the funding required to complete the projects identified in the Nexus and Calculation Report.

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include a revised cost estimates for current and future projects.

There were no loans from the Sewage Collections System Facilities Fund in FY 2024-25.

Fund 266: The Preserve Miscellaneous Residential Communities Summary

Chino Municipal Code Chapter 3.45 establishes a Miscellaneous Residential Amenities DIF. This fee is established to finance the relocation and/or construction of construction of various open space amenities such as paseos and trails.

The fee amount is established by Resolution No. 2025-030 and is summarized as follows:

Miscellaneous Residential Amenities Schedule of Fees

Residential:	Preserve Fee
Detached Low Density Residential	$1,884.30/unit
Detached Medium Density Residential	$1,884.30/unit
Attached Medium Density Residential	$1,556.28/unit
Attached Dwelling RD 16/20 Residential	$1,556.28/unit
Attached Dwelling RD/CC-30 Residential	$1,204.15/unit

The following table shows the balances, receipts, and expenditures of the Miscellaneous Residential Amenities DIF Fund for the current and last five fiscal years:

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Bed. Balance [1]	$ 1,120,894	$ 1,413,146	$ 1,577,473	$ 1,550,676	$ 1,830,572	$ 2,194,378
Fees Collected	$ 264,877	$ 158,238	$ -	$ 245,610	$ 275,094	$ 79,112
Interest Earned	$ 27,375	$ 6,089	$ (26,797)	$ 34,286	$ 88,712	$ 114,155
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -
Ending Balance	$ 1,413,146	$ 1,577,473	$ 1,550,676	$ 1,830,572	$ 2,194,378	$2,273,490
Credits Issued [2]	$ 356,012	$ 319,038	$ 1,341,076	$ 166,186	$ 155,078	$ 260,682

Notes:
1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

The Preserve Specific Plan describes the Community Paseo and Open Space System as a network of trails and linear open spaces that link key features within The Preserve, including the Community Core, residential areas, and public facilities. This system is also an integral part of The Preserve's mobility framework, providing options for walking, equestrian use, and bicycling circulation.

The master developer in The Preserve is responsible for landscaping and trail improvements within the Southern California Edison (SCE) easement, as well as perimeter and paseo enhancements, under the Miscellaneous Residential Amenities DIF program. According to Chapter 3.45 of the City's Municipal Code, developers who construct public facilities identified in the DIF Nexus and Calculation Report may qualify for fee credits or reimbursements for eligible costs.

Recently, the City validated $3,278,269.60 in eligible costs for SCE Trail improvements and reconciled $8,433,065 in DIF credits issued to the master developer through April 2024, leaving a remaining credit balance of $5,154,795.40. This credit balance will be applied to the future enhancements to the SCE Trail along Pine Avenue moving into the future. The future trail enhancements are contingent upon the construction of Pine Avenue Stage 3 being completed, which is anticipated in December 2026.

Key Findings:

The FY 2025 Miscellaneous Residential Amenities DIF program concludes with a balance of $2.2 million. These funds are designated for future reimbursements to the master developer for constructing the perimeter trail, paseos, and the community core commons promenade, which includes enhanced hardscaped and landscaped features.

The master developer will continue to accrue Miscellaneous Residential Amenities DIF program credits for future permits. Staff will closely monitor the credit-to-progress ratio to ensure that the developer's accrued credits remain aligned with established project milestones and completion timelines.

It should be noted, there were no loans or transfers from the Miscellaneous Residential Communities DIF Fund in FY 2024-25.

Miscellaneous Residential Communities Expenditures

The table below summarizes planned future expenditures for the Miscellaneous Residential Amenities DIF and anticipated construction start dates. The information presented reflects prior-year data and will be updated upon completion of the current fiscal year reconciliation.

DIF Project	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End*
PA-001	Paseos & Trail	$ -	$(630,878)	100%	FY 2026 / FY 2028
PA-002	Perimeter Trail	$ -	$(2,554,647)	100%	FY 2026 / FY 2028
PA-003	Landscaping of SCE Easements	$ -	$(6,324,709)	100%	FY 2026 / FY 2028
PA-004	Community Core Commons	$ -	$(7,613,098)	100%	FY 2026 / FY 2028

**Construction start / end dates are estimates and are subject to change.*

The costs reflected in the current DIF do not account for the construction escalation observed in recent years. To address these cost increases, the City is preparing a comprehensive update to the DIF program, which will include revised cost estimates and actual costs for these project.

Funds 340 & 341: Residential Park & Recreation Fees Summary

Chapter 18 of the City's Municipal Code establishes the process for developing park land values throughout the city as well as the cost to construct public parks on a per acre basis. The Chino Municipal Code requires that a land appraisal be performed annually to determine the current park land values for The Preserve and Citywide programs. The cost for construction per acre is calculated by the Municipal Code as 1.12 times the land value. Note, the Park Fees are unrelated (but are referenced) to the 2017 DIF Nexus & Calculation Report. The Residential Park Development Fee is adjusted per the City's Municipal Code, Title 18, and is included as part of the DIF Fee Schedule, refer to Resolution 2025-030 adopting the DIF and other related development fees, which are summarized below:

Residential Parks and Recreation Fee (Fund 340 – Citywide DIF)

Land Use:	Citywide Fee
Single Family Units	$20,428.00/Unit
Multi-Family Units	$15.839.00/Unit
Mobile Home Units	$13,656.00/Unit

Residential Parks and Recreation Fee (Fund 340 – The Preserve DIF)

Land Use:	Preserve Fee
Single Family Units	$15,442.00/Unit
Multi-Family Units	$11,973.00/Unit

The following table shows the balances, receipts, and expenditures of the Parks and Recreation DIF Fund for the current and last five fiscal years:

Fund 340	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance*	$6,222,894	$6,618,492	$ 4,812,631	$ 4,086,440	$ 3,692,020	$ 2,165,148
Fees Collected	$1,535,479	$ 492,882	$ 1,553,223	$ 596,828	$ 868,800	$ 1,123,923
Interest Earned	$ 210,491	$ 31,416	$ (148,742)	$ 215,785	$ 384,296	pending
Expenditures	$(1,350,371)	$(2,330,160)	$(2,130,671)	$(1,207,033)	$ (2,779,967)	pending
Ending Balance	$6,618,492	$4,812,631	$4,086,440	$ 3,692,020	$ 2,165,148	$ 3,289,071

Fund 341	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beg. Balance*	$ 2,694,470	$ 5,141,483	$ 6,182,173	$ 6,077,157	$ 7,992,013	$ 10,506,390
Fees Collected	$ 2,353,806	$ 1,015,872	$ -	$ 1,784,468	$ 2,130,984	$ 959,010
Interest Earned	$ 93,206	$ 4,819	$ (105,017)	$ 130,389	$ 383,393	pending
Expenditures	$ -	$ -	$ -	$ -	$ -	pending
Ending Balance	$ 5,141,483	$ 6,182,173	$ 6,077,157	$ 7,992,013	$ 10,506,390	$11,465,400
Credits Issued**	$ 2,768,362	$ 2,015,812	$ 8,655,006	$ 1,209,940	$ 1,139,766	$1,608,362

Notes:

1. *Beginning balances are carried forward from the prior fiscal year ending balance. All other figures are based on the best information available to staff at the time of report preparation.*
2. *DIF credits issued to developers have not yet been fully reconciled and are presented as preliminary amounts subject to final verification*

Per The Preserve Development Agreement, the master developer is required to construct several public parks with an

estimated total 79.70 acres. The requirements set forth in the agreement stipulate that the developer shall receive fee credits for the construction of public parks until the issuance of the 6,323rd residential building permit.

Key Findings:

As of FY 2025, the Parks and Recreation DIF programs have an ending balance of $3.2 million in the Citywide area and $11.4 million in The Preserve. Fund balances are earmarked for the following projects:

Residential Park & Recreation Fees

The table below summarizes planned future expenditures for the Residential Park & Recreation Fees and anticipated construction start dates. The information presented reflects prior-year data and will be updated upon completion of the current fiscal year reconciliation.

Fund	Project No.	Project Name	FY 2025 Expenditures	Future Expenditures	% DIF	Construction Start/End
Fund 340	PK200	Chino Rancho Park	$ -	$(4,795,476)	34%	FY 2026 / FY 2028
Fund 341	N/ A (2)	The Preserve Block 9	$ -	$(9,506,390)	100%	FY 2027 / FY 2028
Fund 341	N/A (3)	Splash Pad Block 9	$ -	$(1,000,000)	100%	FY 2027 / FY 2028

(1) The Preserve Block 9 park project is developer driven. This project is currently entitled; therefore, the construction start and end dates are subject to change.
(2) The City is taking the lead on the splash pad as park of the Block 9 park project. The construction of the splash pad is contingent on the construction of the park; therefore, the construction start and end dates are subject to change.

It should be noted, there were no loans or transfers from the Residential Park & Recreation DIF Funds 340 and 341 in FY 2024-25.

Section 3 – Fiscal Years 2019-2020 through 2023-2024 Five-Year Report

In accordance with Government Code Section 66001, this section addresses the five-year requirements with respect to any remaining funds in the DIF accounts, regardless of whether those funds are committed or uncommitted for FY 19-20 through FY 23-24. The following section provides information necessary to meet the legal requirement for the Five-Year report for the DIF funds.

Requirement 1. Identification of the purpose to which the fees are to be put.

The purpose of the DIFs imposed and collected on new development within the City during FY 19-20 through FY 23-24 was to fund public facilities that are needed to serve the new development within the City as identified in the City's adopted DIF Nexus and Calculation Report. The purpose of each fee is identified within Section 2 of the Annual AB1600 Report.

Additionally, an in-lieu of construction fee (often shortened to in-lieu fee) is a monetary payment made by a developer or property owner instead of physically constructing specific improvements or infrastructure that would otherwise be required as a condition of development approval. This mechanism is typically used when constructing the required improvements is impractical, inefficient, or unnecessary at the time of development. The City has collected Underground Utilities In-Lieu, Transportation In-Lieu, Storm Drain In-Lieu, and Water In-Lieu fees over the last several years when applicable.

Requirement 2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

There is a proportional relationship between the impact fees charged on new development based upon the need for additional public facilities to serve the additional residents and employees that will be generated by the new development. The City does not have the capacity in its existing public facilities to accommodate these new residents and employees. By charging the fee based on the additional demand created by each land use, the fees directly correlate to the demand created by each new development. The fees for Parks and Recreation, Storm Drainage, Circulation / CMP, Water, Sewer, Public Use, Miscellaneous Residential Amenities, General Facilities, Law Enforcement, Fire Facilities, were approved on June 17, 2025, by Resolution 2025-030 adopting the City of Chino's Updated DIF Nexus and Calculation Report. Each fee had to undergo rigorous nexus requirements that: identify the purpose of the fee; identify the use to which the fee is to be put; determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed; determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Requirements 3&4.

Identification of all sources and amounts of funding anticipated to complete financing for improvements identified as part of the City's annual report and approximate dates on which funding is expected to be deposited into appropriate account or fund.

Developers have completed most of the public improvements in all DIF categories. The current CIP includes only a few projects that are development driven, these are typically larger regional facilities requiring input from constituents and funding plans along with cash flow analyses to fully fund these projects moving forward. As such, City-driven projects necessitated by development are very much in the preliminary engineering and design phase, making it difficult to determine a definitive fiscal analysis at this time. Please refer to the Annual Report and the accompanying tables regarding developments within The Preserve Specific Plan area, where the timelines for anticipated construction are outlined, along with explanations of expenditures and future expenditures. Additionally, refer to the City's 4-Year CIP .

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Final Map No. 20445 - Beazer Homes Holding, LLC.

RECOMMENDATION

Approve Final Map No. 20445; and authorize the City Manager to execute any necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Public Service Excellence Through Internal & External Partnerships

BACKGROUND

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. An "A" level master site development plan is a preliminary, conceptual plan for a large-scale land development project. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved a 32.63-acre Master Site Approval PL21-0056 and Tentative Tract Map No. 20445 for the future development of 305 single-family homes within four neighborhoods, a pocket park, and private recreation center located in the MDR (Medium Density Residential) and CC16 (Community Core 16) land use designations known as "Block 11." This project is generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

The developer, Chino Preserve Development Corporation, a Lewis Management Corporation company ("Lewis"), received City Council approval of Final Map No. 16420-6 on April 1, 2025, to subdivide the previously approved Tentative Tract Map No. 16420, as shown in Exhibit A. Lewis is actively developing the site and has entered into purchase agreements with four guest builders.

The Engineering Conditions of Approval (COA) for Block 11 requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, Lewis entered into a Subdivision Improvement Agreement (SIA) with the City and obtained the necessary securities for the improvements which were approved with the Final Map on April 1, 2025.

ISSUES/ANALYSIS

Following the close of final escrows with the guest builders, City staff coordinated with each builder to execute replacement Subdivision Improvement Agreements (SIAs) to transfer and secure their obligations. Beazer Homes Holding, LLC completed its replacement SIA after acquiring Lots 4 and 7 of Tract Map No. 16420-6. These lots are further subdivided under Tract Map No. 20445, as shown in Exhibit A, into 77 numbered lots and 2 lettered lots, for a total of 79 lots. The replacement SIA for Tract Map No. 20445 was previously approved by the City Council on November 4, 2025 (Exhibit B).

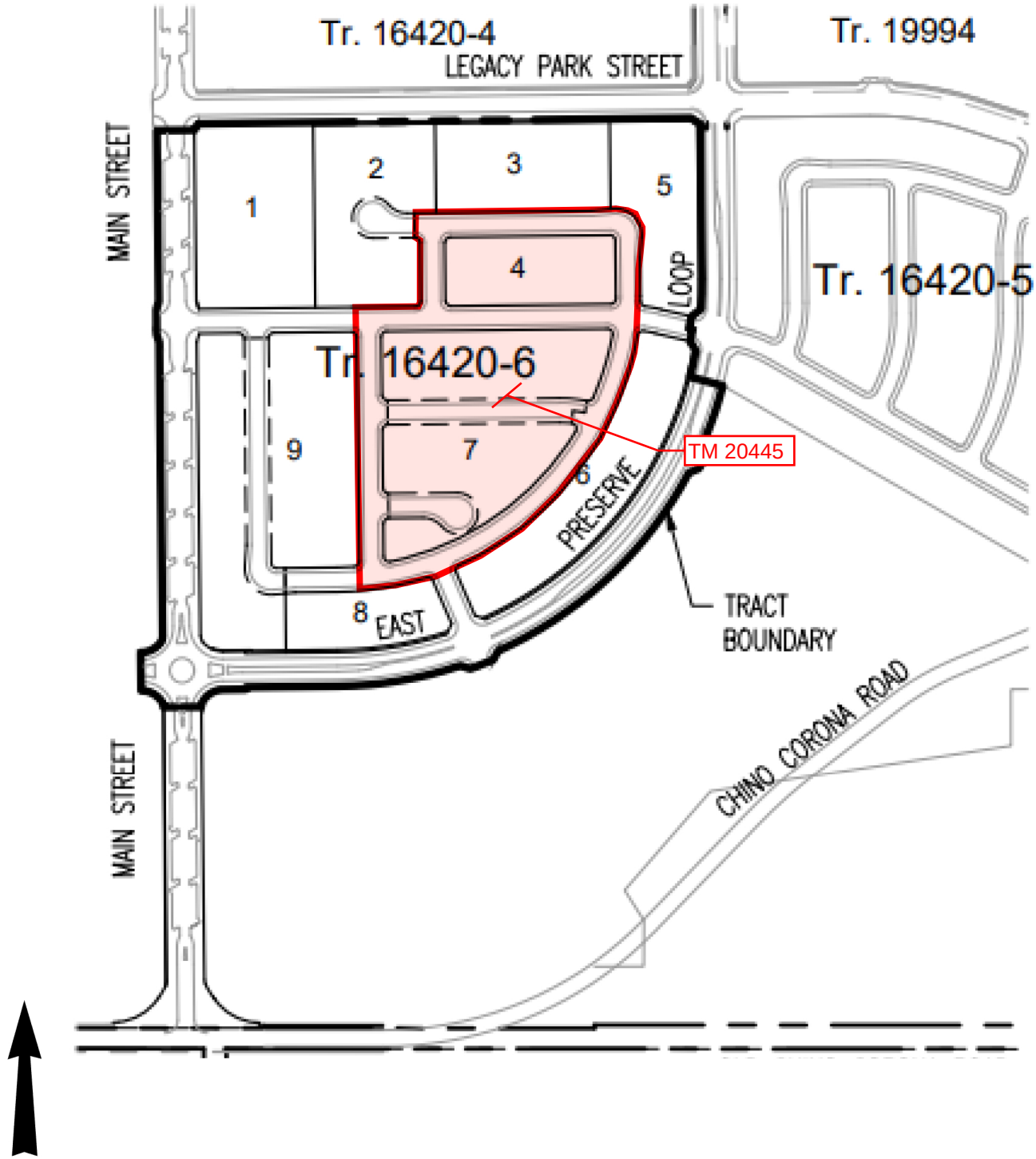
The conditions established at the time of tentative map approval have been satisfied through execution of the replacement SIAs for Tract Map No. 16420-6 and the posting of securities guaranteeing construction of the public improvements required for Block 11. The City Attorney has reviewed and approved the replacement SIAs and associated securities. In addition, Lewis has executed Partial Assignment and Assumption Agreements to the Development Agreement for the applicable guest builders, including Beazer Homes Holding, LLC. With these actions

complete, the Final Map represents the final remaining step to complete the subdivision approval process in compliance with the Subdivision Map Act and City requirements.

Attachments:

Exhibit A - Location Map Tract Map No. 16420-6
Exhibit B – Replacement Subdivision Improvement Agreement

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

BEAZER HOMES HOLDINGS, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

BEAZER HOMES HOLDINGS, LLC

Agreement Date: November 4, 2025

Subdivider Name: Beazer Homes Holdings, LLC

Tentative Map No.: 16420-6 Lots 4 & 7

Estimated Total Cost of Improvements: $1,018,389.21

Estimated Total Cost of Monumentation: $0 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Lots 4 & 7 In-Tract Streets	$545,587.05
Lots 4 & 7 In-Tract Wet Utilities	$472,802.16

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	Beazer Homes Holdings, LLC c/o Mike Miller/Sonia Villaneda Beazer Homes 310 Commerce St, Suite 150 Irvine, CA 92602 Office: (909) 851-5792 mike.miller@beazer.com\ Office: (626) 235-7168 sonia.villaneda@beazer.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 4th day of November, 2025, 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 Beazer Homes Holdings, LLC ("SUBDIVIDER").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Tract Map No. 16420-6 (Lots 4 & 7), (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described 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. 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 Final Map No. 16420-6 (Lots 4 & 7) for the Property 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 (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 $1,018,389.21.

1.2. Other Obligations Referenced in Conditions of 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 Final Map No. 16420-6 (Lots 4 & 7) 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 order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify 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 may 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.

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 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 at the time of the adoption of the Approved Tentative Map. 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 make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

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

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

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, 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 recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of 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.

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

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the 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. 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 building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from 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 commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), 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 Improvements.

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 acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,018,389.21 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $508,894.61 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 $0 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 $1,561,980.00 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, 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, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

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

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the 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 on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

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

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

(i) 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 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 costs and reasonable 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 having its

authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall 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 pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the 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.

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 any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by 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 20 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 30 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.

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 cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the 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.

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 by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider'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 the performance of 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 claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

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

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

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the 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. 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 approved by the City's authorized designee for Risk Management prior to commencing any work:

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

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

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

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the 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 of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the 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 shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

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

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

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

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

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

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

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

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

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

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider 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 conveyed 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 fee title 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.

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.

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 Subdivider's performance of all of its obligations under this Agreement.

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

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

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other 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 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

APPROVED AS TO CONTENT:

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

BEAZER HOMES HOLDINGS, LLC

By: _____
Its: Authorized Agent
Sonia Villaneda

CITY OF CHINO

Dr. Linda Reich, City Manager

Date: 11-4-25

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: 11/20/2025

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 Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda,
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____

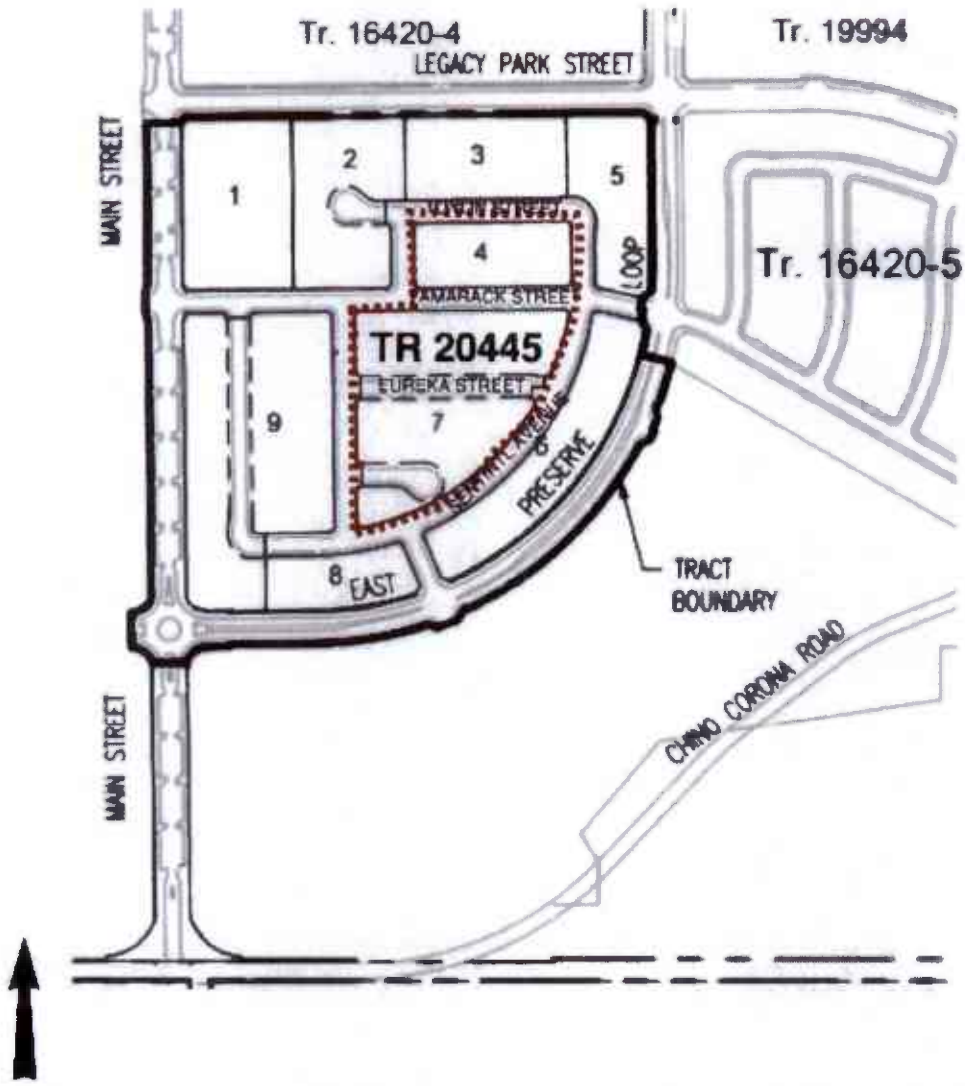
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "A"

[attached]

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 20445



EXHIBIT "B"

TENTATIVE TRACT MAP NO. 16420-6 (LOTS 4 & 7) WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

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

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
17	CY	Concrete Removal	$ 325.00	$ 5,525.00
131	CY	AC Pavement Removal	$ 100.00	$ 13,100.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
3513	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 91,338.00
4182	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ 100,368.00
4391	LF	PCC Curb Only	$ 20.00	$ 87,820.00
	LF	8" A.C. Berm	$ 20.00	$ -
240	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ 3,840.00
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
1021	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ 12,762.50
	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ -
	LF	2" x 6" Redwood Header	$ 7.50	$ -
	EA	Street Sign and Post	$ 475.00	$ -
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
4,399	TON	AC Variable - >300T	$ 120.00	$ 527,880.00
	TON	CAB Variable - <300T	$ 100.00	$ -
5,005	TON	CAB Variable - >300T	$ 90.00	$ 450,450.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light	$ 7,700.00	$ 200,200.00
1	EA	Electrical Pedestal	$ 6,500.00	$ 6,500.00
	EA	Lot Monument Setting Fee	$ 550.00	$ -
	LF	Sawcut A.C.	$ 3.00	$ -
	LF	Sawcut Concrete	$ 3.00	$ -
	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00

STREETS				
		STREET SUBTOTAL		$ 2,132,803.50
	LS	Mobilzation (5% of Construction Cost)	5%	$ 106,640.18
	LS	Traffic Control (5% of Construction Cost)	5%	$ 106,640.18
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 106,640.18
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 106,640.18
		GRAND TOTAL STREETS ONLY		**$ 2,559,364.20**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
275	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 27,500.00
3101	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ 418,635.00
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
5	EA	8" Gate Valve	$ 2,600.00	$ 13,000.00
11	EA	12" Gate Valve	$ 4,500.00	$ 49,500.00
	EA	18" Gate Valve	$ 7,500.00	$ -
6	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 45,000.00
7	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ 60,200.00
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

WATER				
		WATER SUBTOTAL		$ 613,835.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 30,691.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 30,691.75
		GRAND TOTAL WATER ONLY		$ 675,218.50

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
3182	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 318,200.00
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
10	EA	8" Gate Valve	$ 2,600.00	$ 26,000.00
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
4	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ 34,400.00
1	EA	2" Air Relief Assembly	$ 4,500.00	$ 4,500.00
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 383,100.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 19,155.00
	LS	Traffic Control (5% of Construction Cost)	5%	$ 19,155.00
		GRAND TOTAL RECYCLED WATER ONLY		**$ 421,410.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
17	EA	Storm Drain Manhole #1	$ 10,000.00	$ 170,000.00
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
4	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ 16,000.00
	EA	Outlet Structure	$ 7,000.00	$ -
22	EA	Catch Basin 3.5' Width	$ 7,200.00	$ 158,400.00
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
2002	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ 480,480.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
1589	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ 524,370.00
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
169	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ 65,065.00
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
2	EA	24" CMP Riser	$ 1,250.00	$ 2,500.00
77	LF	24" CSP Pipe	$ 200.00	$ 15,400.00
3	EA	PIPE END CAPS	$ 200.00	$ 600.00
42	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ 2,100.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 1,434,915.00
	LS	Mobilization (5% of Construction Cost)	5%	$ 71,745.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 71,745.75
		GRAND TOTAL STORM DRAIN ONLY		**$ 1,578,406.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 2,559,364.20
		GRAND TOTAL WATER ONLY		$ 675,218.50
		GRAND TOTAL RECYCLED WATER ONLY		$ 421,410.00
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ 1,578,406.50
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 5,234,399.20

PROJECT ADDITIVES		*Project Contingencies*	10%	$	*523,439.92*
		Construction Staking	3%	$	*157,031.98*
		Soils Testing	1%	$	*52,343.99*
		Material Testing	1%	$	*52,343.99*
		Construction Inspection	4.8%	$	*251,251.16*
		Contract Administration	1%	$	*52,343.99*
		GRAND TOTAL (FOR BOND AMOUNTS)		$	*6,323,154.23*

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:



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

BY CITY

	$ 6,323,200.00
	$ 3,161,600.00
	$ 632,300.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

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	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ -
	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ -
	LF	2" x 6" Redwood Header	$ 7.50	$ -
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	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
	TON	AC Variable - >300T	$ 120.00	$ -
	TON	CAB Variable - <300T	$ 100.00	$ -
	TON	CAB Variable - >300T	$ 90.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

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	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
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26	EA	Street Light (Install only. SLs are purchased)	$ 3,000.00	$ 78,000.00
	EA	Electrical Pedestal	$ 6,500.00	$ -
	EA	Lot Monument Setting Fee	$ 550.00	$ -
	LF	Sawcut A.C.	$ 3.00	$ -
	LF	Sawcut Concrete	$ 3.00	$ -
	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
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		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
1	EA	Final Punchlist Work	$ 25,000.00	$ 5,000.00
STREETS				
		STREET SUBTOTAL		$ 716,020.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STREETS ONLY		**$ 716,020.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

WATER				
		WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

SEWER				
		SEWER SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL SEWER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	EA	24" CMP Riser	$ 1,250.00	$ -
	LF	24" CSP Pipe	$ 200.00	$ -
	EA	PIPE END CAPS	$ 200.00	$ -
	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 716,020.00
		GRAND TOTAL WATER ONLY		$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		$ 25,000.00
		GRAND TOTAL SEWER ONLY		$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 816,020.00

PROJECT ADDITIVES		*Project Contingencies*	10%	$	*81,602.00*
		Construction Staking	3%	$	*24,480.60*
		Soils Testing	1%	$	*8,160.20*
		Material Testing	1%	$	*8,160.20*
		Construction Inspection	4.8%	$	*39,168.96*
		Contract Administration	1%	$	*8,160.20*
		GRAND TOTAL (FOR BOND AMOUNTS)		$	*985,752.16*

Faithful Performance Bond (100% of Construction Cost) $ 0.24
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

REGISTERED PROFESSIONAL ENGINEER
CARLA E. BERARD
No. 45183
CIVIL
STATE OF CALIFORNIA

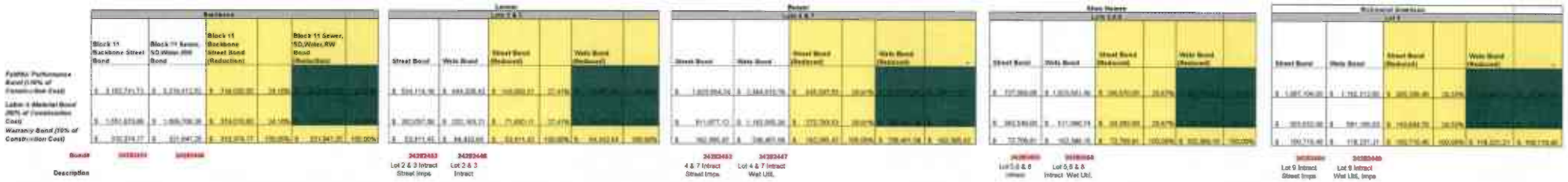
Place R.C.E. Stamp and Signature Here (required)

BY CITY

	$ 985,800.00
	$ 492,900.00
	$ 98,600.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

Improvements	Bond No.	Bond Type	Original Amount	Reduced Amount
Backbone Streets	24282451	Faithful Performance	$3,103,700.00	$748,020.00
		Labor & Material	$1,551,850.00	$374,010.00
Backbone Wet Utilities	24282446	Faithful Performance	$3,219,400.00	$643,882.50
		Labor & Material	$1,609,700.00	$321,941.25
Lots 2 & 3 Streets	24282453	Faithful Performance	$524,100.00	$143,660.21
		Labor & Material	$262,050.00	$71,830.11
Lots 2 & 3 Wet Utilities	24282448	Faithful Performance	$644,300.00	$128,865.28
		Labor & Material	$322,150.00	$64,432.64
Lots 4 & 7 Streets	24282452	Faithful Performance	$1,824,000.00	$545,587.05
		Labor & Material	$912,000.00	$272,793.53
Lots 4 & 7 Wet Utilities	24282447	Faithful Performance	$2,364,000.00	$472,802.16
		Labor & Material	$1,182,000.00	$236,401.08
Lots 5, 6 & 8 Streets	24282455	Faithful Performance	$727,100.00	$186,670.00
		Labor & Material	$363,550.00	$93,335.00
Lots 5, 6 & 8 Wet Utilities	24282450	Faithful Performance	$1,023,900.00	$204,776.30
		Labor & Material	$511,950.00	$102,388.15
Lot 9 Streets	24252454	Faithful Performance	$1,007,100.00	$285,209.40
		Labor & Material	$503,550.00	$142,604.70
Lot 9 Wet Utilities	24282449	Faithful Performance	$1,182,200.00	$236,442.41
		Labor & Material	$591,100.00	$118,221.21


Backbone
Block 11 Backbone Street Bond
Block 11 Sanitary SD,Water,RW Bond
Block 11 Backbone Street Bond (Reduction)
Block 11 Sewer, SD,Water,RW Bond (Reduction)
Lennar
Lots 2 & 3
Street Bond
Water Bond
Street Bond (Reduced)
Water Bond (Reduced)
Pulte
Lots 4 & 7
Street Bond
Water Bond
Street Bond (Reduced)
Water Bond (Reduced)
Ryan Homes
Lots 5,6 & 8
Street Bond
Water Bond
Street Bond (Reduced)
Water Bond (Reduced)
Richmond American
Lot 9
Street Bond
Water Bond
Street Bond (Reduced)
Water Bond (Reduced)
Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)
Bond#
Description
Lot 2 & 3 Intract Street Imps
Lot 2 & 3 Intract
4 & 7 Intract Street Imps
Lot 4 & 7 Intract Wet Utils
Lot 5,6 & 8 Intract
Lot 5,6 & 8 Intract Wet Utils
Lot 9 Intract Street Imps
Lot 9 Intract Wet Utils, Imps

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20445 (PL0056 MSA and PL21-0075)

DATE: August 3, 2022 PC MEETING DATE: September 19, 2022

PROJECT DESCRIPTION: Master Site Approval and TTM 20445 to create 77 lots.

PROJECT LOCATION: SE corner Legacy Park, Main Street, and East Preserve Loop

APPLICANT: Chino Preserve Development PROJECT ENGINEER: Felicia Marshall

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

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

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:

Street Name	Distance	Direction From C/L
East Preserve Loop	83 feet with 6 foot LS Lot to west/north and 8' to east*	40 feet to west and 43 feet to east
Main Street	92 feet	46 feet each side
Legacy Park Street	40 feet with 6 foot LS Lot*	South
A through H Street	60 feet	30 feet each side

* No LS (landscape) lot along parks and community center areas.

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.3b Easements:

- 1 foot sidewalk easements at right-of-way radial corner returns.

1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities 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.

Reviewed/Approved By: JP Date: 9/7/22

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 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.

1.6 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.7 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.

1.8 Comply with all applicable requirements of the City Municipal Code.

1.9 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated 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.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. park/recreation play facilities
   ii. sidewalks/walks
   iii. shared-use paths/multi-purpose paths
   iv. curb ramps
   v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
   vi. driveway approaches crossings
   vii. parking space
   viii. bus boarding and alighting areas (bus stops)

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.

1.11 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/ PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 Record Tract Map No. 20445 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.

2.2 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.

2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.

2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan 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.

2.5 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.

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

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

	Street Names			
	"A" – "H"	East Preserve Loop	Main Street	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	31' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	8' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	29'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X[1]	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X	X	X
Sewer[4]	X	X	X[9]	
Storm Drain[3]	X	X	X	
Domestic Water	X[2]	X	X	
Recycled Water	X[7]	X	X	
Fire Hydrants as required by CVIFD	X	X	X	X
Other Landscape Lot		X[5]		X[6]

[1] Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.
[2] Public water mains shall not extend into lettered lots.
[3] Line F Storm drain must be complete for this tract to tie into.
[4] The proposed sewer connects within East Preserve Loop and runs west, then south on Main Street. These offsite improvements must be completed for this tract to connect.
The sewer within the private drive aisle is private.
[5] The landscape lots for East Preserve Loop is 6' on the west side.
[6] The landscape lots for Legacy Park is 6' on the south side, with no landscape lot at the parks and community center areas.
[7] Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

2.8 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.

2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system.

2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

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

2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.14 Any future maintenance and repair of domestic or fire service laterals 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.

2.15 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).

2.16 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 permit issuance.

2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

2.18 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.

2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).

3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval

3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

4.1 Complete all Conditions of Approval listed under Sections 1-3 above.

4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

4.4 Submit to the City, electronic files of Tract/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.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study
and any agreed to interim improvements:

a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.

5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.

5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.

5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20445

PROJECT ENGINEER: Felicia Marshall

DATE: 8/3/2022

☒		A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
☒	1	Copy of Development Engineering Division Conditions of Approval
☒	2	Sets of Maps (Subdivision Only)
☒	2	Copies of preliminary Title Report (no older than six months) (Subdivision Only)
☒	2	Copies of Closure Calculations (Subdivision Only)
☒	1	Set of Referenced Maps (Subdivision Only)
☒	2	Copies of Preliminary Soils Report (no older than sixty days)
☐	2	Copies of lot line adjustment certificate
☐	2	Copies of lot merger
☐	2	Copies of right-of-way dedication
☐	4	Sets of Rough Grading Plans
☒	5	Sets of Precise Grading Plans
☒	4	Sets of Storm Drain Plans
☒	2	Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
☒	2	Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
☒	3	Sets of Street Improvements Plans
☒	3	Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
☒	2	Sets of Sewer Plans
☒	3	Sets of Domestic Water Plans
☒	2	Sets of 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	Sets of Traffic Signal Interconnect Plans
☐	2	Sets of Traffic Signal Plans
☒	1	Water Quality Management Plan

EXHIBIT "C"

TRACT NO. 16420-6 (LOTS 4 & 7)

BEAZER HOMES HOLDINGS, LLC

ENVIRONMENTAL WARRANTY

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

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

2. Neither Subdivider nor 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 has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

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

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

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 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 to the City of Chino.

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

Dated: 11/13/2025

BEAZER HOMES HOLDINGS, LLC*

By: _____

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

Bond No.: 0272948
Contract No.: 2026 - 190
Approved: 11-4-2025

FAITHFUL PERFORMANCE BOND

TM 16420-6 Lots 4 & 7 In-Tract Streets

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and BEAZER HOMES HOLDINGS, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 (Lots 4 & 7), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Five Hundred Forty-Five Thousand Five Hundred Eighty-Seven and 05/100 Dollars ($545,587.05) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

BEAZER HOMES HOLDING, LLC	Berkley Insurance Company
PRINCIPAL	SURETY
By:	By:
Sonia Villaneda, Authorized Signatory - West Region	KeAna D. Wapato, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

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 Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of Los Angeles

On OCT 16 2025 before me, **Marina Tapia, Notary Public**, personally appeared **KD Wapato** 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 acknowledgment 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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____
Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

Bond No.: 0272948
Contract No.: 2026-190
Approved: 11-4-2025

LABOR AND MATERIAL BOND

TM 16420-6 Lots 4 & 7 In-Tract Streets

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and BEAZER HOMES HOLDINGS, INC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 (Lots 4 & 7), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred Seventy-Two Thousand Four Hundred Ninety-Four and no/100 Dollars ($272,494.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

BEAZER HOMES HOLDINGS, LLC PRINCIPAL	Berkley Insurance Company SURETY
By: _____	By: _____
Sonia Villaneda, Authorized Signatory - West Coast	KeAnn D. Wapato, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
County of Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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County of Los Angeles

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Witness my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____

Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2028

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

Bond No.: 0272948M
Contract No.: 2026-190
Approved: 11-4-2025

WARRANTY BOND

TM 16420-6 Lots 4 & 7 In-Tract Streets

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and BEAZER HOMES HOLDINGS, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 Lots (4 & 7)) is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Hundred Eight Two Thousand Three Hundred Ninety-Five and no/100 Dollars ($182,395.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

BEAZER HOMES HOLDINGS, LLC
PRINCIPAL

By: _____
Sonia Villaneda, Authorized Signatory - West Region

Berkley Insurance Company
SURETY

By: _____
Kerina D. Wapato, Attorney-in-Fact

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1875 DELAWARE

SIGNATURE(S) MUST BE NOTARIZED

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 Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda,
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On OCT 16 2025 before me, **Marina Tapia, Notary Public**, personally appeared **KD Wapato** 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 acknowledgment 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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____
Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

Bond No.: 0272949
Contract No.: 2026-190
Approved: 11-4-2025

FAITHFUL PERFORMANCE BOND

TM 16420-6 Lots 4 & 7 In-Tract Wet Utilities

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Beazer Homes Holdings, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 (Lots 4 & 7), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Four Hundred Seventy-Two Thousand Eight Hundred Two and 00/100 Dollars ($472,802.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

Beazer Homes Holdings, LLC PRINCIPAL	Berkley Insurance Company SURETY
By: _____	By: _____
Sonia Villaneda, Authorized Signatory-West Region	KeAna D. Wapato, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

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 Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of Los Angeles

On OCT 16 2025 before me, **Marina Tapia, Notary Public**, personally appeared **KD Wapato** 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 acknowledgment 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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Witness my hand and official seal.

Signature _____
Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

Bond No.: 0272949
Contract No.: 2026-190
Approved: 11-4-2025

LABOR AND MATERIAL BOND

TM 16420-6 Lots 4 & 7 In-Tract Wet Utilities

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Beazer Homes Holdings, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 (Lots 4 & 7), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred Thirty-Six Thousand Four Hundred One and 08/100 Dollars ($ 236,401.08) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

Beazer Homes Holdings, LLC PRINCIPAL	Berkley Insurance Company SURETY
By: [signature] Sonia Villaneda, Authorized Signatory West Region	By: [signature] KeAna D. Wabato, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California)
County of Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of Los Angeles

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

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Witness my hand and official seal.

Signature _____

Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

Bond No.: 0272949M
Contract No.: 2026-190
Approved: 11-4-2025

WARRANTY BOND

TM 16420-6 Lots 4 & 7 In-Tract Wet Utilities

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Beazer Homes Holdings, LLC, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated November 4, 2025, and identified as Project No. TM 16420-6 (Lots 4 & 7) is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Two Hundred Thirty-Six Thousand Four Hundred One and 00/100 Dollars ($236,401.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on October 16, 2025.

Beazer Homes Holdings, LLC
PRINCIPAL

By: _____
Sonia Villaneda, Authorized Signatory - West Region

Berkley Insurance Company
SURETY

By: _____
KeAna D. Napeto, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

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 Orange)

On October 21, 2025 before me, Diana Adele Jivan, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Sonia Villaneda
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.

Diana Adele Jivan
COMM# 2459379
NOTARY PUBLIC—CALIFORNIA
Orange County
MY COMM. EXPIRES 8/15/2027

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: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On OCT 16 2025 before me, **Marina Tapia, Notary Public**, personally appeared **KD Wapato** 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 acknowledgment 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.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____

Marina Tapia , Notary Public

No. BI-7667f

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2025.

(Seal)

_____
Vincent P. Forte

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Public Improvement Agreement for sanitary sewer connection for the property located at 11667 Monte Vista Avenue within the City of Chino's Sphere of Influence.

RECOMMENDATION

Approve a Public Improvement Agreement for sanitary sewer service to the property located at 11667 Monte Vista Avenue, within the City of Chino's Sphere of Influence; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The property owner will be required to pay the City's Sewer Service Charge, the Sewer Facilities Development Fee (a pass-through fee to the Inland Empire Utilities Agency), and Sewer Development Impact Fees as applicable.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning

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

BACKGROUND

The City of Chino is the sole provider of sanitary sewer service within the City's limits and Sphere of Influence ("SOI"). Owners of parcels located in the SOI may request that the City allow their property to connect to the City's sewer system.

The property owner (OC Properties, LLC) located at 11667 Monte Vista Avenue requested sewer service from the City for its existing residence, which currently utilizes an on-site septic system. Additionally, the property owner recently received approval from San Bernardino County for the construction of two 1,100 square-foot accessory dwelling units ("ADUs") that will be attached to the existing residence.

At the time the City approved the property owner's request for sanitary sewer service, the prior Sanitary Sewer Policy was in effect. For this reason, the proposed sewer connection has been evaluated under that policy, which requires parcels requesting sewer service to be developed in accordance with the City's General Plan and in conformance with all applicable City codes and standards The proposed ADUs do not fully meet the City's current standards which would allow an attached junior ADU (maximum 500 square-feet) and an attached or detached ADU (maximum 1,200 square-feet). However, the Policy also provides an exemption that sewer service shall not be denied to the property owner based solely on the incompatibility of development standards related to ADUs that otherwise meet the requirements of State law. Although the proposed ADUs do not fully meet the City's requirements, the State allows jurisdictions to enact their own ordinances for the implementation and development of ADUs. San Bernardino County's Development Code 84.01.050A allows for two ADUs on a property with a single-family dwelling unit.

City staff analyzed the existing sewer facilities contiguous to the property and there is an existing 8" sewer line roughly 200 feet +/- southerly on Monte Vista Avenue to serve the subject property all inclusive. The improvements consist of the construction of approximately 265 linear feet of 8" sewer main and approximately 100 linear feet of two 4" sewer laterals. The scope of work also includes installation of one sewer manhole, trench excavation, backfill and street surface restoration, installation of two sewer cleanouts, and reconstruction of affected portions of the existing cross gutter. The cost to design and construct the sewer line and laterals will be at the sole cost of the property owner.

On December 5, 2023, the City Council adopted Resolution No. 2023-070, approving the City's request and authorizing the City Manager to execute and submit an application to the Local Agency Formation Commission (LAFCO) for an Extension of Service by Contract to provide sanitary sewer service to the subject property. Following City Council approval, LAFCO reviewed the application and approved the request on February 21, 2024. Consistent with City Council policy and LAFCO requirements, the property owner subsequently executed a Covenant Agreement to Annex for Sanitary Sewer Service, which was recorded with the San Bernardino County Recorder on March 12, 2024 (Exhibit A).

ISSUES/ANALYSIS

As standard practice, City staff verify that properties within the SOI are free of outstanding code enforcement violations prior to the extension of municipal services. In this instance, the property owner has coordinated with San Bernardino County to resolve all previously identified code enforcement matters, and the property is confirmed to be in good standing.

Based on the updated plans, reports, and supporting documentation submitted to the City by the property owner, the proposed development is ready to proceed, with Council approval. The design for the proposed sewer improvements has been completed and reviewed for compliance with applicable City standards and specifications. The scope of the proposed improvements exceeds that of a typical service connection and constitutes public infrastructure. Accordingly, the improvements are of sufficient scale to warrant the execution of a Public Improvement Agreement (PIA) and the posting of required securities to ensure the improvements are completed and accepted in compliance with City requirements.

Attachments:

Exhibit A – Irrevocable Agreement to Annex for Sanitary Sewer Service
Exhibit B – Public Improvement Agreement
Exhibit C – Vicinity Map

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2024-0056563

03/12/2024 Titles: 1 Pages: 8
09:55 AM
SAN Fees $0.00
Taxes $0.00
T1585 CA SB2 Fee $0.00
Total $0.00

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Chino
City Clerk
P.O. Box 667
Chino, CA 91708

Exempt from recording fees according to Government Code Section No. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AGREEMENT TO ANNEX AND FOR SANITARY SEWER CONNECTION

This Covenant Agreement ("**Agreement**") is made this 7 day of March, 2024, by and between the City of Chino, a municipal corporation, hereinafter referred to as "**City**", and OC Properties, LLC, a limited liability company hereinafter referred to as "**Owner**."

RECITALS

A. Owner owns that certain real property located at 11667 Monte Vista Avenue, Chino, in the County of San Bernardino, State of California, and more particularly described in Exhibit "A" attached hereto ("**Property**").

B. The Property is outside of the City's territorial boundaries but within City's Sphere of Influence.

C. Owner has requested permission to connect the Property, and existing and/or proposed improvements on the Property, to the City's sanitary sewer system ("**Sewer**").

D. City is willing to allow Owner to connect the Property to the Sewer on the condition that Owner (i) enter into an irrevocable agreement to annex the Property to the City at such time as the City determines a sufficient number of parcels are assembled for annexation and the number of parcels or area qualifies for annexation in accordance with the Local Agency Formation Commission (LAFCO) policy pertaining to such annexations, and (ii) that Owner agrees to develop the Property in accordance with the City's General Plan and in conformance with all City codes and standards pertaining to the Sewer.

E. As required by Government Code Section 56133, the City has requested and received approval from the Local Agency Formation Commission (LAFCO) of San Bernardino County ("**LAFCO**") to provide Sewer services to the Property.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Effective Date; Duration.** This Agreement shall be effective ("**Effective Date**") on the date it is recorded in the Official Records of San Bernardino County ("**Official Records**") and shall continue in full force and effect until terminated in accordance with Section 7 below. Owner shall execute and acknowledge this Agreement and deliver it to City for execution after which City shall have it recorded in the Official Records and send a recorded copy to Owner.

3. **Owner's Representations and Warranties.** Owner represents and warrants to the City that, as of the Effective Date, Owner is the fee owner of the Property, that there are no other owners of the Property other than those listed in this Agreement, and that Owner has authority to execute this Agreement which shall be binding on the Property.

4. **Covenants, Restrictions and Obligations.** Owner covenants and agrees as follows:

(a) **Annexation.**

(i) At such time as the City decides to seek annexation of the Property to the City ("**Annexation**"), in the City's sole discretion, Owner shall consent to the Annexation, shall fully cooperate with, and provide all necessary assistance to the City during the Annexation process, and shall take all actions required to effectuate the Annexation. Owner waives all rights to protest or otherwise oppose the Annexation of the Property to the City of Chino. Specifically, Owner shall not present any written or oral protest of or objection to Annexation to LAFCO and shall not object (either orally or in writing) to any proposal by LAFCO to waive protest proceedings concerning the Annexation, whether at a public hearing or otherwise.

(ii) Additionally, Owner shall pay all fees and costs, at the time that they become due and payable, as would ordinarily be charged to an Owner whose property is being considered for annexation or is annexed to the City, if any.

(b) **Development of Property.** Upon and after connecting the Property to the Sewer, Owner shall use and develop the Property only in a manner consistent with the permitted use(s) for the Property as show in the Land Use Element of the City's General Plan ("**General Plan**"), in addition to any other land use and development standards imposed by the County of San Bernardino. Prior to connecting to and receiving Sewer service, Owner shall provide the City with sufficient information and documentation, including plans, drawings, and specifications, if necessary, to demonstrate to the City's reasonable satisfaction that the existing or proposed use of the Property is consistent with the General Plan; provided that any accessory dwelling unit meeting the standards of the County of San Bernardino zoning regulations shall not require conformance with the City's General Plan, Codes or standards. Notwithstanding any other provision of this Agreement, a proposed use that is not consistent with the General Plan will not be permitted to connect to the Sewer.

(c) **Sewer Connection.** Owner shall (i) pay all fees, charges, and deposits required by the City for connection to and use of the Sewer including but not limited to fees for Sewer Maintenance and IEUA Sewage Treatment; (ii) shall complete all improvements required to extend the Sewer to the Property, in accordance with City standards (as determined by the City Engineer), at Owner's sole expense; and (iii) shall comply with all City

codes and standards regarding use of the Sewer, including but not limited to, discharge regulations.

5. **Extension of Sewer Services.** City agrees to allow the Property to connect to the Sewer, subject to Owner's compliance with the terms of this Agreement and subject to any conditions imposed by LAFCO in its approval of City's request to extend Sewer services to the Property, if any, which are incorporated herein.

6. **Runs with the Land.** This Agreement shall run with and burden the Property and all future owners, tenants, and occupants of the Property, and shall run in favor of the City in gross as a covenant and equitable servitude and shall benefit all real property owned by the City from time to time.

7. **Release of Covenant.** Provided the Owner is not in default of this Agreement, Owner may request that this Agreement be released by sending written notice to City requesting the release after the Property has been annexed to the City of Chino. Upon confirmation of compliance with the foregoing to the reasonable satisfaction of the City, City shall execute a release in a form approved by the City Attorney, which shall be executed and acknowledged by the City and recorded in the Official Records. The release may be executed by the City Manager.

8. **Violations; Remedies.**

(a) **Breach of Annexation Covenant.**

(i) Owner's breach of Section 4(a)(i) of this Agreement will cause substantial injury to the City, including but not limited to delaying and potentially preventing City's ability to annex the Property and other properties to the City, which is the City's primary aim and intent in entering into this Agreement. Since the determination of actual damages caused by a breach of Section 4(a)(i) would be difficult or impractical to determine, City and Owner agree that if Owner breaches Section 4(a)(i) either by making a protest or objection as described in Section 4(a)(i) or refusing to take any actions required to effectuate the Annexation, Owner shall be liable for and shall pay to the City the sum of Ten Thousand Dollars ($10,000), and shall also reimburse the City for all costs (including legal fees) incurred by the City as a result of Owner's breach, all of which shall be due upon demand by the City, and shall be due whether or not Owner's breach prevents Annexation. City may also seek any other remedy for such breach available under law.

(ii) If Owner refuses or fails to timely make any payment described in Section 4(a)(ii), Owner authorizes City to make such payment on Owner's behalf and Owner shall reimburse City for such payment within (30) days of a written demand by the City.

(b) **Breach of Sewer Regulations.** If the City believes Owner has violated Section 4(c) of this Agreement, City may provide written notice of breach and demand that Owner remedy the breach within thirty (30) days of receipt of the notice. If Owner fails to remedy the breach in the specified time period and provide proof thereof to the reasonable satisfaction of the City, Owner shall be liable for and shall pay to the City One Hundred Dollars ($100.00) per day until the breach is cured to the City's reasonable satisfaction.

(c) **Rights and Remedies are Cumulative.** The rights and remedies of the City listed in this Section 8 are cumulative and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Owner.

(d) **Lien.** If any amount due to the City under this Section 8 is not paid within thirty (30) days of a written demand by the City, City shall have the right to record a lien against the Property for such amount.

9. **Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

10. **Notices.** Any notice to be given under this Agreement shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following addresses:

City:	City of Chino 13220 Central Avenue Chino, CA 91710 Attn: Director of Development Services
With Copy to:	City of Chino 13220 Central Avenue Chino, CA 91710 Attn: City Attorney
Owner:	OC Properties, LLC 4330 Francis Avenue Chino, CA 91710

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mail. Any party may change address for notice by giving written notice of such change to the other party.

11. **Miscellaneous.**

(a) **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in San Bernardino County.

(c) **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

(d) **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

(e) **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

(f) **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be an original but all of which shall constitute one and the same document.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials thereunto duly authorized.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee
Director of Public Works

OWNER:

OC PROPERTIES, LLC

By: _____

Name: Hirah Hafiz Sheikh

Title: Authorized Agent

Address: 4330 Francis Avenue
Chino, CA 91710

[OWNER'S SIGNATURE SHALL BE NOTARIZED]

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property in the County of San Bernardino, State of California, legally described as follows:

THE SOUTH 254 FEET OF THE SOUTH ONE-HALF OF LOT 25, IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6 PAGE 15 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE EAST 471 FEET THEREOF.

APN: 1014-321-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of San Bernardino }

On January 8, 2024 (Date) before me, Rosalinda Olguin, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Hirah Hafiz Sheikh, Authorized Agent for OC Properties, LLC (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/~~the~~ir 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.

ROSALINDA OLGUIN
Notary Public - California
San Bernardino County
Commission # 2428382
My Comm. Expires Dec 23, 2026

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

OC PROPERTIES LLC

PUBLIC IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

OC PROPERTIES LLC

Agreement Date: January 20, 2026

Developer: OC Properties LLC

Project Description: Construction of approximately 300 linear feet of 8" sewer main line and two 4" laterals.

Tentative Map No.: N/A

Estimated Total Cost of Improvements: $61,500.00

Security:

Bond No.: 4486411

Surety: SureTec Insurance Company

Designees for the Service of Written Notice:

CITY:	DEVELOPER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Hirah Hafiz Sheikh 11667 Monte Vista Avenue Chino, CA 91710 (909) 258-0099 dhanarnee@hotmail.com
CITY PROJECT INSPECTOR	**SURETY**
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 3rd day of February, 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 OC Properties LLC, ("DEVELOPER").

RECITALS

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

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

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

COVENANTS

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

1. Construction Obligations.

1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, sanitary sewer, and other improvements more fully described as Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $61,500.00.

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

of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

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

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

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

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

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

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

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

1.9. Inspection. Developer shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Developer, or its design engineer, and Developer's contractor(s) regarding the Works of Improvement. Developer shall cause its contractor to furnish the City with every reasonable facility for

ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Developer's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

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

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

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

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

1.12. 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.

1.13. Final Acceptance of Works of Improvement. After Developer's contractor has completed all of the Works of Improvement, Developer shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with

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

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

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

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

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

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

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

2. Time for Performance.

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

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

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Developer's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

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

3. Labor.

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

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

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

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

4. Security.

4.1. Required Security.

(a) At the time Developer executes this Agreement, Developer shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute

discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $61,500.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") concerning the Works of Improvement in an amount equal to $30,700.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $6,100.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

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

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

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

4.4. Letters of Credit.

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

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

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

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

(i) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Developer has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Developer has provided a statutory bond, or otherwise as required by applicable law.

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

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

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

7. Warranty of Work. Developer shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Developer fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Developer. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

(a) Developer's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Developer's failure to timely complete construction of the Works of Improvement;

(c) Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Developer's failure to perform any other obligation under this Agreement.

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

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

8.4. Attorney's Fees and Costs. In the event that Developer fails to perform any obligation under this Agreement, Developer agrees to pay all costs and expenses incurred by

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

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

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

After recordation of the Notice of Acceptance, the Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Developer shall not be responsible for routine maintenance. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to

this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

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

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

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

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

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

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

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

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

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

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

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such

notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

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

12. Environmental Warranty.

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

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

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

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

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

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

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

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

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

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

13. General Provisions.

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

Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

OC PROPERTIES LLC

By: _____
Its: Authorized Agent
Hirah Sheikh

CITY OF CHINO

_____
Linda Reich, City Manager

Dated: _____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Bernardino)

On 1/7/26 before me, Deborah Haerr, Notary,
Date *Here Insert Name and Title of the Officer*

personally appeared Hirah Sheikh
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.

DEBORAH HAERR
Notary Public - California
San Bernardino County
Commission # 2477150
My Comm. Expires Dec 21, 2027

Signature Deborah Haerr
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: _____

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01225.0006/367559.3

EXHIBIT "A"

[attached]

EXHIBIT "B"

WORKS OF IMPROVEMENT

11667 MONTE VISTA AVENUE

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. Relocation of all public utility structures as necessary to properly construct the required improvements.

C. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

D. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

E. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

F. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

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

EXHIBIT "C"

ENVIRONMENTAL WARRANTY

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

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

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

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

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

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

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

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

Dated: 1/7/26

DEVELOPER*

By: _____

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

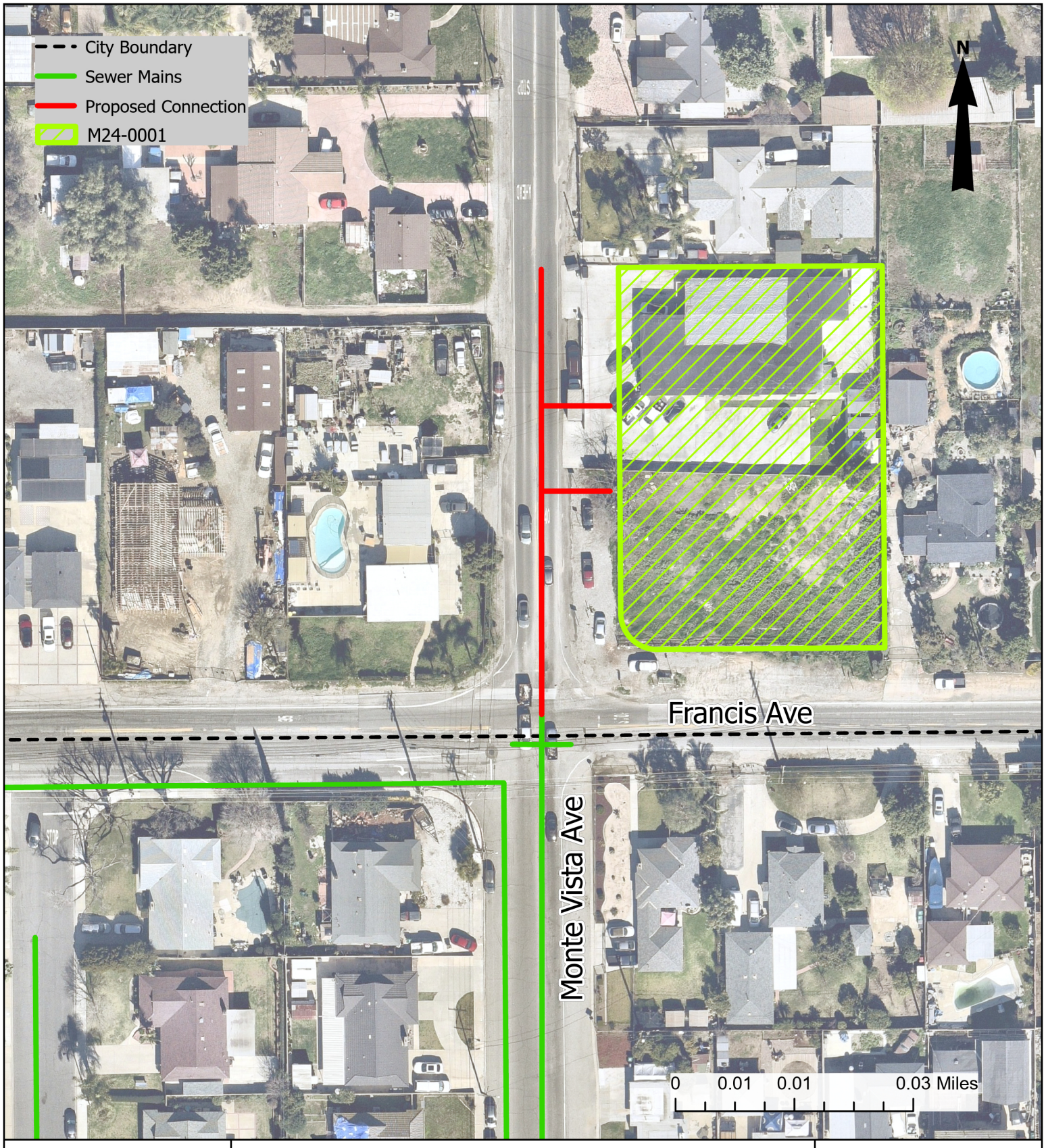


Exhibit C - Vicinity Map

M24-0001 Sewer Improvements



MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Notice of Completion for Citywide Slurry & Pavement Improvements FY2025 Project (NC251) with Gentry Brothers, Inc.

RECOMMENDATION

1) Accept the Citywide Slurry & Pavement Improvements FY2025 Project (NC251) with Gentry Brothers, Inc., Contract No. 2025-289 as complete; 2) authorize the Director of Public Works to file the Notice of Completion on behalf of the City of Chino; and 3) authorize the release of retention funds following the 35-day lien period.

FISCAL IMPACT

The contract was completed within the City Council approved budget of $1,829,960 for NC251. The unused contingency of $11,960 will be returned to the Measure I Fund 322 balance.

The following is a summary of the final contract costs.

NC251 – Citywide Slurry & Pavement Improvements	Contract	Contingency
Original Contract & Contingency	**$1,663,600**	**$166,360**
Contract Change Order No. 1	$100,995	($100,995)
Contract Change Order No. 2	$42,205	($42,205)
Contract Change Order No. 3	$11,200	($11,200)
Final Contract Amount & Unused Contingency:	**$1,818,000**	**$11,960**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning

-

Revenue: Click or tap here to enter text.	Expenditure: 3207140/3227190 – 43562 – NC251
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Citywide Slurry & Pavement Improvements FY2025 Project (NC251) scope of work included crack sealing, slurry sealing, pavement rehabilitation, curb ramp reconstruction, and striping of approximately 16 lane-miles of residential streets.

In 2023, crack-sealing was performed in various neighborhoods throughout the City with the intent to return and complete slurry seal treatments at a future date. To increase effectiveness of the slurry treatment, NC251 included the use of a Rubber Polymer Modified Slurry (RPMS). This treatment involves adding crumb rubber to a mixture of asphalt emulsion, aggregate, and additives. This type of slurry offers improved crack sealing and a more durable surface.

The project also included deferred scope of pavement rehabilitation, slurry seal application, and curb ramp reconstruction on 10th Street and Jefferson Avenue, fronting Chino High School.

On June 17, 2025, the City Council awarded Construction Contract No. 2025-289 to Gentry Brothers, Inc. for the Citywide Slurry & Pavement Improvements FY2025 (NC251) for $1,663,600 and a contingency amount of $166,360, for a not-to-exceed amount of $1,829,960.

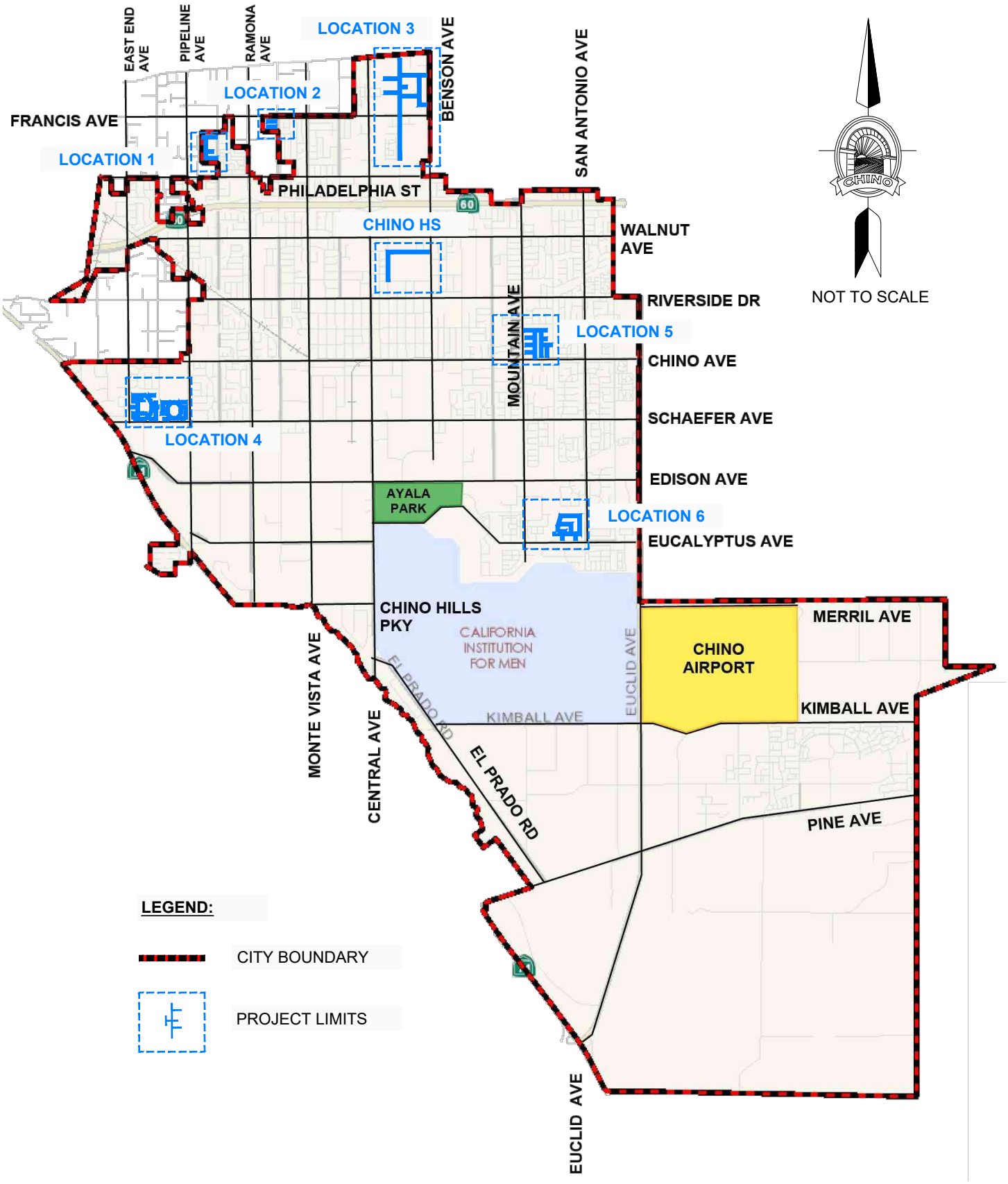
ISSUES/ANALYSIS

All work has been completed per the terms of the original construction contract and approved change orders. Change Orders No. 1 and 2 were approved by the Director of Public Works within the authorized contingency balance. Change Order No. 1 included additional limits of edge grinding to enhance slurry seal application at various locations. Change Order No. 2 included the replacement of 104 water valve cans to improve Water Division's access to the valves and ensure longevity of the pavement surface. Change Order No. 3 is the final balancing change order addressing changes in quantities to reflect actual work performed.

Gentry Brothers, Inc. has complied with the terms of the contract. A Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office. The retention funds will be released following a 35-day lien period.

Attachments: Exhibit A – Project Vicinity Map (NC251)
Exhibit B – Notice of Completion (Gentry Brothers, Inc.)

NC251 - VICINITY MAP



RECORDING REQUESTED BY
City of Chino
Public Works Department
P.O. Box 667
Chino, CA 91708

AND WHEN RECORDED MAIL TO
City Clerk
City of Chino
P.O. Box 667
Chino, CA 91708-0667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN# NONE

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Chino
3. The full address of the undersigned is 13220 Central Avenue, Chino, CA 91710
4. The nature of the title of the undersigned is: In fee
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
N/A	N/A

(If no transfer made, insert "none")

7. A work of improvement on the property hereinafter described was completed on **November 26, 2025**
8. The name of the contractor, if any, for such work of improvement was:
   Gentry Brothers, Inc.
   (If no contractor for work of improvement as a whole, insert "none")
9. The property on which said work of improvement was completed is in the City of Chino, County of San Bernardino, State of California, and is described as follows:
   Citywide Slurry & Pavement Improvements FY2025 (NC251)
10. The street address of said property is **None**
    (If no street address has been officially assigned, insert "none")

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2: **DATE:** February 3, 2026

Hye Jin Lee, Public Works Director

CERTIFICATION FOR NOTICE OF COMPLETION

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

I HEREBY CERTIFY that I am the City Engineer/ Deputy Director of Public Works for the City of Chino. I have read the foregoing Notice of Completion and know the contents thereof; and I certify that the same is true of my own knowledge.

I declare under penalty of perjury, that the foregoing is true and correct. Executed on February 3, 2026, at City of Chino, California

Albert Espinoza,
City Engineer, Deputy Director of Public Works

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Administrative Fines for Truck Route Violations.

RECOMMENDATION

Adoption of Resolution No. 2026-009 amending the City of Chino Administrative Fine schedule, specifically as it relates to commercial vehicles travelling off designated truck routes per CMC 10.44.025.

FISCAL IMPACT

It is expected that the approval of the proposed increase in administrative fines for violations of the City's truck route ordinance will likely result in a short-term increase in administrative fine revenue, followed by a normalization or possible reduction in fine revenue as violators adjust to the new fine schedule and compliance increases.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

Revenue: 1004200-57005	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

Chapter 10.44 of the Chino Municipal Code establishes designated truck routes within City limits. The designation of specific truck routes is intended to protect residential neighborhoods, preserve the integrity of roadway infrastructure, and promote public safety. Currently, the administrative penalty for a truck route violation is set at $250 for the first offense, $500 for the second offense within a 12-month period, and $1000 for the third offense within the same 12-month period.

The Police Department continues to encounter repeat violators of the City's truck route requirements, along with regular complaints regarding commercial vehicles operating on non-designated truck routes. Enforcement experience indicates that the existing fine structure has not provided a sufficient deterrent, as some commercial operators continue to disregard designated routes despite prior citations and appear to view the current fines as a minimal cost of doing business. These ongoing violations contribute to roadway deterioration, public safety concerns, and quality-of-life impacts, supporting the need for an increased administrative fine structure to promote compliance.

ISSUES/ANALYSIS

Sections 53069.4 and 36901 of the California Government Code authorize local jurisdictions to adopt administrative penalties up to $1,000 per occurrence for violations of the jurisdiction's municipal code designated as misdemeanors. To address the increasing frequency of truck route violations described above, the following revisions to the City's Administrative Fines schedule are being proposed:

VIOLATION	CURRENT FINE	PROPOSED FINE
FIRST OFFENSE	**$250**	**$500**
SECOND OFFENSE	**$500**	**$750**
THIRD AND SUBSEQUENT	**$1000**	**$1000**

This progressive fine structure is designed to discourage repeat violations and aligns Chino's penalty model with that of neighboring cities, including Pomona, which imposes a $1,000 fine for first-time offenses. All current administrative citation procedures, appeal rights, and collection processes, outlined in Chapter 1.15 of the City's Municipal Code, will remain unchanged.

Attachment - Resolution No. 2026-009

RESOLUTION NO. 2026-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING THE CITY'S ADMINISTRATIVE FINE SCHEDULE AS IT RELATES TO TRUCK ROUTE VIOLATIONS

WHEREAS, the City of Chino has adopted and enforces designated truck routes through its Municipal Code to maintain traffic safety, reduce roadway damage, and minimize the impact of commercial traffic on residential areas; and

WHEREAS, per Resolution No. 2022-065 establishing administrative fines for violations of the Chino Municipal Code, adopted by the City Council on October 18, 2022, the current penalty for violating the City's truck route ordinance is a flat fine of $250 for the first violation, which has proven insufficient in deterring repeat offenders; and

WHEREAS, Government Code Sections 53069.4 and 36901 authorize general law cities to impose administrative penalties of up to $1,000 per violation where violations of the city's municipal code are designated as misdemeanors; and

WHEREAS, the City Council desires to amend Resolution No. 2022-065 to implement an increase to the escalating fine schedule for repeat truck route violations within 12 months; and

WHEREAS, the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) and Section 15321 (Enforcement Actions by Regulatory Agencies).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

1. The City Council finds that the above recitals are true and correct.

2. The City Council hereby amends Section 1 of Resolution No. 2022-065 establishing administrative fines for violations of the Chino Municipal Code to add an additional category of fines, as it applies to violations of Chapter 10.44 only, to read as follows, with all other provisions of Resolution No. 2022-065 remaining unmodified and in full force and effect:

For violations of Chapter 10.44 of the Chino Municipal Code regarding commercial vehicles and trucks that would otherwise constitute misdemeanors:

First Violation	**$500**
Second violation of Chapter 10.44 within one year	**$750**
Each additional violation of Chapter 10.44 within one year	**$1000**

3. This resolution shall become effective upon adoption.

APPROVED AND ADOPTED THIS 3rd day of February 2026.

By:_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 3rd day of February 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Funding Reconciliation for the Central Avenue / SR-60 Interchange Project (R7200).

RECOMMENDATION

1) Appropriate $62,942 from the General Fund (Fund 100) to support required landscape maintenance for the Central Avenue / SR-60 Interchange Project (R7200); 2) approve a transfer of $988,803 from the General Fund balance to reimburse the Citywide Circulation DIF (220) for expenditures of the prior fiscal year Police Department masonry block wall; 3) appropriate $988,803 from the Citywide Circulation DIF (Fund 220) to the Central Ave / SR Interchange Project (R7200) for a revised project budget of $19,471,129; and 4) authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

The $988,803 previously expensed to the Citywide Circulation Development Impact Fee Fund will be reclassified as an expense to the General Fund. This is due to the Police Department masonry block wall being outside the approved project scope for the Central Ave / SR Interchange Project (R7200). There are two appropriations: $62,942 from the General Fund (100) and $988,803 from the Citywide Circulation DIF (Fund 220). There is sufficient fund balance in Fund 100 and Fund 220 for both purposes. This adjustment restores the Circulation DIF Fund 220 and preserves the integrity of the Central Avenue / SR-60 Interchange Project (R7200) budget, while accurately accounting for the masonry wall outside the project.

Funding Source	Adopted Budget	Budget Adjustment	Revised Budget
Fund 220 Citywide Circulation DIF	$ 14,719,590.00	$ 988,803.00	$ 15,708,393.00
Fund 260 Preserve Circulation DIF	$ 1,725,000.00	$ -	$ 1,725,000.00
Fund 320 SB County Reimbursement	$ 1,255,255.00	$ -	$ 1,255,255.00
Fund 320 City of Montclair Reimbursement	$ 99,099.00	$ -	$ 99,099.00
Fund 100 - General Fund	$ 620,440.00	$ 62,942.00	$ 683,382.00
Total	***$ 18,419,384.00***	***$ 1,051,745.00***	***$ 19,471,129.00***

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability

BACKGROUND

The Central Avenue / SR-60 Interchange Project (R7200) is a significant regional transportation effort led by the San Bernardino County Transportation Authority (SBCTA), with the City of Chino serving as a key local partner. The project is designed to improve traffic operations, reduce congestion, and enhance safety at one of the region's most critical freeway interchanges. Project improvements include roadway widening, bridge reconstruction, new on- and off-ramps, and enhanced connectivity for both vehicular and pedestrian traffic.

Throughout the planning and construction phases, SBCTA has coordinated closely with the City of Chino to ensure that all project elements align with regional transportation goals. The overall project budget is substantial and supported by multiple funding sources, including Development Impact Fee (DIF) funds, regional contributions, and local partnership funding.

On April 19, 2022, the City Council awarded a contract to Metrocell for construction of the masonry block wall project for the Chino Police Department. The improvement serves security and aesthetic purposes specific to the Police Department facility and a decision was made to add this project to the Central Avenue / SR-60 Interchange Project.

In FY 2024-25 during project reconciliation, the discrepancy was identified and staff became aware that the wall project was an ineligible use of DIF Funds because it did not provide a transportation or regional mobility benefit. This discrepancy was reported to the City Council during the City's FY 2025-26 budget adoption process. Because the $988,803 wall expenditure was not an eligible use of DIF funds, a funding reclassification is required to shift the cost to the General Fund. This action ensures compliance with allowable DIF expenditure and aligns the cost with its appropriate departmental purpose.

This correction is part of the broader project closeout effort and was reviewed with both the Infrastructure/Streets Committee and the Finance Department during budget preparation discussions, ensuring transparency, fiscal accountability, and consistency in the City's financial management.

ISSUES/ANALYSIS

As part of this budget adjustment, the $988,803 previously charged to the Citywide Circulation Development Impact Fee Fund will be reclassified as a General Fund expenditure, as the Police Department masonry block wall was outside the approved interchange project scope. This correction and reimbursement will restore the Circulation DIF funds and preserve the financial integrity of the Central Avenue / SR-60 Interchange Project R7200.

The R7200 project will include a budget appropriation of $62,942 from the General Fund to cover required landscape maintenance costs associated with the interchange improvements and reallocate $988,803 from the DIF Fund for any remaining project close out costs. Together, these actions ensure that all project expenses are appropriately funded while properly accounting for the wall as a non-transportation facility improvement.

Furthermore, in a subsequent report on tonight's agenda, staff will present Amendment No. 6 to the SBCTA cooperative agreement, which incorporates the increased landscape costs and ensures full project budget alignment.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Amendment No. 6 – Cooperative Agreement between the City of Chino and San Bernardino County Transportation Authority (SBCTA) for the Central Avenue at State Route 60 Interchange Improvements Project (R7200)

RECOMMENDATION

Approve Amendment No. 6 for $465,820, for the Cooperative Agreement between the City of Chino and SBCTA to address additional project close out costs; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds available in the adopted Fiscal Year 2025-26 project budget.

TOTAL PROJECT BUDGET – R7200	
Funding Source	**Adopted Budget**
Fund 220 – Citywide Bridges/Signals/Thoroughfare	$15,708,393
Fund 260 – Preserve Bridges/Signals/Thoroughfare	$1,725,000
Fund 100 – General Fund	$683,382
Fund 320 – County of San Bernardino Reimbursement	$1,255,255
Fund 320 – City of Montclair Reimbursement	$99,099
TOTALS:	**$19,471,129**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 3207100 – 48005 – R7200
Transfer In:	Transfer Out:

BACKGROUND

The Central Avenue at State Route 60 Interchange Improvements Project ("Project") was crucial for easing traffic congestion in the San Bernardino County region and for the City of Chino. The project involved widening the eastbound and westbound ramps and the Central Avenue bridge, with improvements to hardscape and landscaping.

On October 1, 2013, the City of Chino and the San Bernardino County Transportation Authority ("SBCTA") signed a Memorandum of Understanding ("MOU") to outline the project's terms. This was followed by a Cooperative Agreement ("Agreement"), approved by the City Council on July 15, 2014, which designated roles including SBCTA as the lead agency responsible for project management, planning, environmental documentation, design, right-of-way acquisition, and construction. SBCTA is also tasked with selecting and managing consultants and coordinating with the California Department of Transportation ("Caltrans") for property acquisition.

The original total estimate of the project was $20,591,000. Of this amount, $12,493,964 represented the City's cost share. Over the past several years, the Agreement has been amended multiple times to address changes and issues during the Project's development. These amendments are summarized below:

Agreement	Approved	Amount	Description
Original	7/15/2014	$12,493,964	Designates SBCTA as the lead agency responsible for project management, planning, environmental documentation, design, right-of-way acquisition, and construction
Amendment No. 1	10/17/2017	----	Council authorized SBCTA for the right of way acquisition
Amendment No. 2	12/5/2018	$6,375,513	Adjusted scope of work due to Caltrans design policy changes and unforeseen environmental conditions
Amendment No. 3	2/4/2020	$1,184,051	Adjusted cost estimate based on final design and escalated costs of construction
Amendment No. 4	11/3/2020	$(3,537,012)	Adjusted cost based on actual bid awarded. Reduction in the City's cost share due to Proposition 1B Trade Corridor Improvement Fund buy-down requested by Caltrans from the California Transportation Committee in May 2020.
Amendment No. 5	12/3/2024	$405,441	Adjusted costs related to landscape maintenance, right-of-way acquisition and other soft costs

City's Cost Share ***$16,921,957*** *(as of Amendment No. 5)*

In April 2025, work on the interchange was substantially completed pending final inspection by Caltrans. SBCTA began the four-year landscape maintenance period in July 2025 which will continue through 2029 before being transferred to Caltrans.

ISSUES/ANALYSIS

In June 2025, following SBCTA's issuance of the proposed final costs to the prime contractor, SBCTA received a summary of claims for various items of work on the project. The claims were largely related to unanticipated delays and impacts caused by differing site conditions and conflicts with the Caltrans Three Bridges Replacement Project (Three Bridges Project) that was geographically located on both sides of Central Avenue at State Route 60 Interchange Improvements Project (R7200). Some claims were related to unanticipated delays in work due to the pandemic related shortfall of materials and concrete that occurred in the region in 2021 through 2022. Additionally, there were also costs from inefficiencies and delays due to conflicts with the Three Bridges Project that overlapped within the R7200 Project limits. The Three Bridges Project was originally scheduled to be completed prior to this project; however, it was also affected by the same supply chain shortages, delaying that project by a year and a half. SBCTA's negotiation of the claim, along with final change order reconciliation and construction closeout, increased the total project cost by $786,599. As part of this process, Amendment No. 6, totaling $465,820, is necessary to cover the City's cost share associated with the construction, landscape maintenance, and right-of-way acquisition for the project.

SBCTA will continue to oversee the four-year landscape maintenance contract for the project prior to Caltrans ultimately taking over maintenance in July 2029. SBCTA's four-year contract includes the City's cost share of $50,000 in contingency funds that will be set aside to address the loose rocks at the on and off-ramps within the project. As presented at the Streets and Infrastructure Committee meeting held on December 8, 2025, City staff are working with SBCTA and Caltrans to ensure a solution is implemented on the ramps such as installation of delineators, re-grading the rocks, or placement of a binder material to prevent individual rocks from moving.

Amendment No. 6 was approved by SBCTA at their Board meeting on December 3, 2025. Contributions from San Bernardino County and the City of Montclair will partially reduce the City's share, as outlined in reimbursement agreements approved by the City Council on December 15, 2015. The City will execute amendments to these reimbursement agreements following approval of Amendment No. 6 in accordance with the increased project costs. These contributions will be reimbursed at the conclusion of the project, subject to the availability of fund balances.

Staff recommend that City Council approve Amendment No. 6 to the Cooperative Agreement with SBCTA, which will increase the City's total cost share by $465,820, bringing the City's total cost share to $17,387,776. This amendment also establishes the maximum contract amount at $37,677,927, as outlined in Exhibit B, titled Amendment No. 6 to Cooperative Agreement No. 15-1001091(R14050).

Attachments: Exhibit A - Cooperative Agreement & Amendments 1-5
Exhibit B - Amendment No. 6

City: 2014-246
Approved: 5/20/14 #13

COOPERATIVE AGREEMENT NO. R14050

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

I. PARTIES AND TERM

A. THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a "Party" and collectively "Parties").

B. This Agreement shall terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and

B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the "PROJECT"; and

C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.

F. WHEREAS, the project is estimated to cost a total of $20,591,000 which includes $938,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and

G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and

H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at $800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and

I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at $19,653,000 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed $8,097,036 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed $8,097,036 without an amendment to this agreement.

D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.

G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW,PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.

I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse AUTHORITY for the actual costs incurred estimated at $11,555,964 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and $938,000 for SANBAG management for an amount not to exceed $12,493,964 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed $12,493,964 without an amendment to this agreement.

B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.

C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.

E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.

F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROWand Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.

E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.

Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Jose Alire
Department of Public Works
13220 Central Avenue
Chino, CA 91710
Telephone: (909) 334-3400

S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. R14050
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF CHINO

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
~~W.E. Jahn~~ L. Dennis Michael
President, Board of Directors

Date: 7/15/14

APPROVED AS TO FORM

By: _____ 7/9/14
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

CITY OF CHINO

APPROVED AS TO FORM:

By: _____
Asst. City Attorney

Date: 05/20/14

APPROVED AS TO CONTENT

By: _____ 5.20.2014
Jose Alire
Assistant City Manager

By: _____
Matthew Ballantyne
City Manager

ATTEST:

By: _____
Angela Robles, City Clerk

Date: 5.21.14

Attachment A

PROJECT DESCRIPTION

The CITY of Chino and SANBAG propose to widen the existing eastbound and westbound on ramps and widen the existing Central Avenue Bridge Overcrossing from ramp to ramp to accommodate two additional through lanes and bike paths. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of $44 million.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, County and Montclair

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	$433,000	$178,396.00	$254,604.00
Project Report and Environmental Approval	$442,000	$182,104.00	$259,896.00
PS&E	$876,000	$360,912.00	$515,088.00
Right-of-Way Acquisition and Utility Relocation(including $108,000 for Utilities)	$1,151,000	$474,212.00	$676,788.00
Construction and Construction Management***	$16,419,000	$6,764,628.00	$9,654,372.00
Landscaping Maintenance	$332,000	$136,784.00	$195,216.00
SANBAG Oversight**	$938,000	$0.00	$938,000
Total	$20,591,000	$8,097,036	$12,493,964

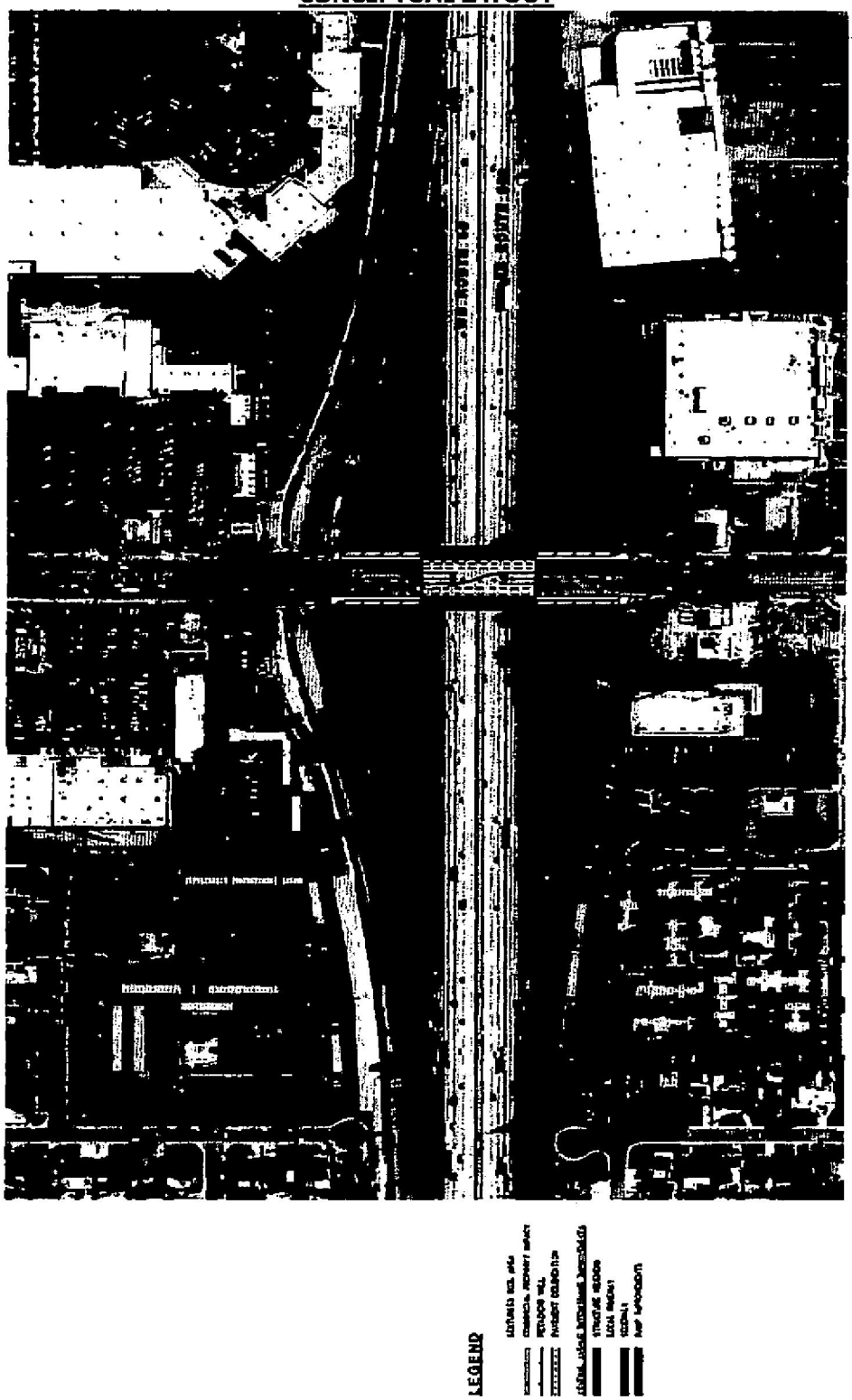
*Estimated Costs are based on March 11, 2014 feasibility study and are escalated at 3.5% per year. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.
** Oversight is not escalated
*** Includes the City's estimate for hard scape/landscaping

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020

Attachment B

CONCEPTUAL LAYOUT



Contract No.: 2014-246 A1
Approved: 10/17/17

AMENDMENT NO. 1 TO AGREEMENT 15-1001091 (R14050)

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

(CITY OF CHINO)

THIS AMENDMENT No. 1 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Chino (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively 'PARTIES"

RECITALS

1. AUTHORITY and CITY entered into Agreement 15-1001091 also known as R14050, (AGREEMENT) on July 15, 2014, to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

2. PARTIES now seek to amend the AGREEMENT for the following reasons:

   a) To authorize AUTHORITY to acquire any necessary ROW for the PROJECT by Eminent Domain in AUTHORITY's name in accordance with California Code of Civil Procedure, Section 1245.235; and

   b) To set out the PARTIES' agreement that AUTHORITY will convey by quit claim deed to CITY all PROJECT acquired ROW located within CITY's jurisdictional boundaries within thirty (30) days of AUTHORITY's request to accept such acquired ROW and at no expense to AUTHORITY.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section III. AUTHORITY RESPONSIBILITIES, subarticle B is amended to read as follows:

"B. AUTHORITY certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for the PROJECT. AUTHORITY agrees to be responsible for hearing and adopting Resolutions of Necessity for the PROJECT. AUTHORITY is responsible for all work associated with hearing and adopting Resolutions of Necessity. AUTHORITY will acquire all necessary ROW for the PROJECT in AUTHORITY's name, and upon completion of the PROJECT will convey by quit claim deed to CITY all PROJECT ROW that is part of CITY's facilities. "

2. Section IV. CITY RESPONSIBILITIES, is amended to add subarticle G as follows:

"G. CITY will accept by quit claim deed conveyances by AUTHORITY of all PROJECT acquired ROW that is part of CITY's facilities not later than thirty (30) days after AUTHORITY requests CITY to accept such acquired ROW and at no expense to AUTHORITY."

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

----------SIGNATURES ON FOLLOWING PAGE----------

SIGNATURE PAGE TO
AMENDMENT No. 1 TO COOPERATIVE AGREEMENT NO. 15-1001091
(R14050) BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF CHINO

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

CONTENT:

By: _____
Alan D. Wapner
President, Board of Directors

Date: 11/29/17

APPROVED AS TO FORM:

By: _____ 11/17/17
Eileen Monaghan Teichert
General Counsel

CITY OF CHINO

APPROVED AS TO

By: _____ (ACTING)
Jose Alire
Assistant City Manager/PW

Date: 10/9/17

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

Matthew C. Ballantyne
City Manager

Date: 11.2.17

ATTEST:

By: _____
Angela Robles
Clerk

AMENDMENT NO. 2 TO AGREEMENT NO. R14050

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

(CITY OF CHINO)

THIS AMENDMENT No. 2 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

RECITALS

1. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

2. On November 29, 2017, PARTIES amended AGREEMENT to authorize AUTHORITY to acquire properties needed for PROJECT by Eminent Domain if necessary and CITY will accept properties within CITY's jurisdictional boundaries conveyed by AUTHORITY; and

3. The estimated total cost of PROJECT has increased by $11,114,573 from $20,591,000 to $31,705,573; and

4. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT; and

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A in its entirety with the attached Revised Attachment A.

2. Delete Paragraph F of Section II.

3. Delete Paragraph H of Section II in its entirety and replace with the following:

"H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, and 100% of actual AUTHORITY project management

costs are the sole responsibility of CITY in accordance with AUTHORITY Policy 40005/VFI-34; and"

4. Delete Paragraph I of Section II in its entirety and replace with the following:

"I. WHEREAS, the remaining PROJECT costs, aside from AUTHORITY project management costs, shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defiined by the Nexus Study and the AUTHORITY Measure I 2010-2040 Strategic Plan; and"

5. Delete Paragraph C of Section III in its entirety and replace with the following:

"C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined AUTHORITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement."

6. Delete Paragraph A of Section IV in its entirety and replace with the following:

"A. To reimburse AUTHORITY for the actual costs incurred for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT and for AUTHORITY project management costs as shown in Revised Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Revised Attachment A, however, the combined CITY contribution to PROJECT cost shall not exceed the total shown in Revised Attachment A without an amendment to this agreement."

7. Delete CITY's contact information in Paragraph R of Section V and replace with the following:

Director of Public Works
13220 Central Avenue
Chino, CA 91710
Telephone: (909) 334-3400

8. The Parties understand that the PROJECT cost provided in this Amendment No. 2 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.

9. The recitals of this Amendment No. 2 are incorporated into the Agreement by reference.

10. All other provisions of AGREEMENT shall remain in full force and effect and are incorporated into this Amendment.

11. This Amendment No. 2 is effective on the date signed by AUTHORITY.

12. This Agreement may be signed in counterparts, each of which shall constitute an original.

----------SIGNATURES ON THE FOLLOWING PAGE----------

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 2 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Darcy McNaboe
President, Board of Directors

Date: 2/7/19

APPROVED AS TO FORM:

By: _____ 1/25/19
Eileen Monaghan Teichert
General Counsel

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: 1.18.19

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

Revised Attachment A
PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Development Share
Project Study Report	$444,500	$183,134	$261,366
Project Report and Environmental Approval	$637,999	$262,856	$375,143
Plans, Specifications, and Estimates	$1,450,169	$597,470	$852,699
Right of Way Acquisition	$711,023	$292,941	$418,082
Construction & Construction Management	$27,579,882	$11,362,911	$16,216,971
Landscape Maintenance	$332,000	$136,784	$195,216
AUTHORITY Project Management	$550,000	$0	$550,000
TOTAL	$31,705,573	$12,836,096	$18,869,477

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	July 2019
Right of Way Certification	July 2019
Construction Start	November 2019
Completion for Beneficial Use	March 2021

City 2014-246 A3
Approved: 2/4/20 #12

AMENDMENT NO. 3 TO AGREEMENT NO. R14050

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

(CITY OF CHINO)

THIS AMENDMENT No. 3 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). AUTHORITY and CITY may be collectively referred to herein as PARTIES.

RECITALS

A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and

C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to $31,705,573; and

D. Estimated total cost of PROJECT has increased by $1,943,624 from $31,705,573 to $33,649,197; and

E. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Revised Attachment A in its entirety with the attached Attachment A.1.

2. Revise Paragraph B of Section I in its entirety to read as follows:

"B. This AGREEMENT shall terminate upon completion of the Parties' obligations associated with the PA/ED, PS&E, ROW, and Construction phases described herein. The indemnification provisions shall remain in effect until terminated or modified, in writing, but mutual agreement. Should any claims arising out of PROJECT be asserted against CITY and/or AUTHORITY, AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid."

3. The Parties understand that PROJECT costs provided in this Amendment No. 3 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.

4. The recitals of this Amendment No. 3 are incorporated into AGREEMENT by reference.

5. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 3.

6. This Amendment No. 3 is effective on the date signed by AUTHORITY.

7. This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.

----------SIGNATURES ON THE FOLLOWING PAGE----------

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 3 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Frank J. Navarro
President, Board of Directors

Date: 12/28/2021

APPROVED AS TO FORM:

By: _____
Juanda Lowder Daniel
Assistant General Counsel 1/21/2021

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: 12.3.20

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 3 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Lowder Daniel
Assistant General Counsel

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: _____

APPROVED AS TO FORM:

By: DocuSigned by: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

Attachment A.1

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Development Share
Project Study Report	$444,500	$183,134	$261,366
Project Report and Environmental Approval	$637,999	$262,856	$375,143
Plans, Specifications, and Estimates	$1,898,356	$782,123	$1,116,233
Right of Way Acquisition	$711,023	$292,941	$418,082
Construction & Construction Management	$28,975,319	$11,937,831	$17,037,488
Landscape Maintenance	$332,000	$136,784	$195,216
AUTHORITY Project Management	$650,000	$0	$650,000
TOTAL	$33,649,197	$13,595,669	$20,053,528

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	April 2020
Right of Way Certification	April 2020
Construction Start	July 2020
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	January 2022
Begin Four-Year Landscape Maintenance	January 2023

City : 2014 - 246 A4
APPROVED: 11/3/20 #9

AMENDMENT NO. 4 TO AGREEMENT NO. R14050

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

(CITY OF CHINO)

THIS AMENDMENT No. 4 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

B. On November 29, 2017, PARTIES amended AGREEMENT to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by AUTHORITY; and

C. On February 7, 2019, PARTIES amended AGREEMENT to adjust total estimated cost of PROJECT to $31,705,573; and

D. On March 4, 2020, AUTHORITY approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to $33,649,197; and

E. In June 2020, state Trade Corridor Improvement Fund (TCIF) funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and

F. On June 25, 2020, the California Transportation Commission (CTC) allocated $8,638,000 to PROJECT; and

G. PARTIES desire to amend AGREEMENT to reflect the addition of TCIF funds and proportional reduction of Measure I and City funds, as well as to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.1 in its entirety with the attached Attachment A.2.

2. The Parties understand that PROJECT costs provided in this Amendment No. 4 is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend AGREEMENT.

3. The recitals of this Amendment No. 4 are incorporated into AGREEMENT by reference.

4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 4.

5. This Amendment No. 4 is effective on the date signed by AUTHORITY.

6. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

----------SIGNATURES ON THE FOLLOWING PAGE----------

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 4 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Frank J. Navarro
President, Board of Directors

Date: 12/28/2021

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel 1/21/2021

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: 12.30

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 4 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Frank J. Navarro
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

CITY OF CHINO

By: _____
Matthew Ballantyne
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Amer Jakher
Director of Public Works

ATTEST:

By: _____
Angela Robles
City Clerk

Attachment A.2

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	$444,500	$183,134		$261,366
Project Report and Environmental Approval	$637,999	$262,856		$375,143
Plans, Specifications, and Estimates	$1,898,356	$782,123		$1,116,233
Right of Way Acquisition	$711,023	$292,941		$418,082
Construction & Construction Management	$31,257,857	$9,319,381	$8,638,000	$13,300,476
Landscape Maintenance	$332,000	$136,784		$195,216
AUTHORITY Project Management	$850,000	$0		$850,000
TOTAL	$36,131,735	$10,977,219	$8,638,000	$16,516,516

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2018
Plans, Specifications, and Estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion for Beneficial Use and Begin One-Year Landscape Plant Establishment	July 2022
Begin Four-Year Landscape Maintenance	July 2027

Docusign Envelope ID: 3FA75955-B06C-47FD-9C24-E8CBF3CD17D0

AMENDMENT NO. 5 TO AGREEMENT NO. 15-1001091 (R14050)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF CHINO
FOR
PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

THIS AMENDMENT No. 5 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA or AUTHORITY) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

B. On November 29, 2017, PARTIES approved Amendment No. 1 to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and

C. On February 7, 2019, PARTIES approved Amendment No. 2 to adjust total estimated cost of PROJECT to $31,705,573; and

D. On December 28, 2021, PARTIES approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to $33,649,197; and

E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and

F. On June 25, 2020, the California Transportation Commission (CTC) allocated $8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and

G. On December 28, 2020, PARTIES approved Amendment No. 4 to adjust total estimated cost of PROJECT to $36,475,158 and reflect the addition of TCIF funds and reduce Measure I by $2,618,450 and City funds by $3,537,012; and

Docusign Envelope ID: 3FA75955-B06C-47FD-9C24-E8CBF3CD17D0

H. The estimated total cost of PROJECT has increased by $759,592; and

I. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.2 in its entirety with the attached Attachment A.3. Attachment A.3 is incorporated into AGREEMENT by this reference.

2. Except as amended by this Amendment No. 5, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.

3. The Recitals set forth above are incorporated herein by this reference.

4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 5.

5. This Amendment No. 5 is effective on the date signed by SBCTA.

----------SIGNATURES ON THE FOLLOWING PAGE----------

Docusign Envelope ID: 3FA75955-B06C-47FD-9C24-E8CBF3CD17D0

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 5 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: DocuSigned by: BE2F9C1B0843415...

Ray Marquez
President, Board of Directors

Date: 12/16/2024

APPROVED AS TO FORM:

By: Signed by: 174CD2D46682487...

Julianna K. Tillquist
General Counsel

CITY OF CHINO

By: DocuSigned by: DF6D449E65A8465...

Dr. Linda Reich
City Manager

Date: 12/16/2024

ATTEST:

Signed by: CITY OF CHINO INCORPORATED FEB. 28, 1910 CALIFORNIA

By: DocuSigned by: E2F5D97A2DC5414...

Natalie Gonzaga
City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: 7D0F5E4E9D9F405...

Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: DocuSigned by: 55A6ECB7AA32424...

Hye Jin Lee
Director of Public Works

Docusign Envelope ID: 3FA75955-B06C-47FD-9C24-E8CBF3CD17D0

Attachment A.3

PROJECT DESCRIPTION

AUTHORITY and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is AUTHORITY's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	$444,500	$183,134		$261,366
Project Report and Environmental Approval	$634,237	$261,306		$372,931
Plans, Specifications, and Estimates	$2,013,251	$829,459		$1,183,791
Right of Way Acquisition	$765,675	$315,458		$450,217
Construction & Construction Management	$31,228,495	$9,307,284	$8,638,000	$13,283,211
Landscape Maintenance	$1,055,170	$434,730		$620,440
AUTHORITY Project Management	$750,000	$0		$750,000
TOTAL	$36,891,327	$11,331,371	$8,638,000	$16,921,957

PROJECT SCHEDULE

Milestones	**Estimated Completion Date**
Environmental Approval	January 2018
Plans, Specifications, & estimates Approval	June 2020
Right of Way Certification	June 2020
Construction Start	January 2021
Completion of Beneficial Use and Begin One-Year Landscape Plant Establishment	March 2024
Begin Four-Year Landscape Maintenance	March 2025

AMENDMENT NO. 6 TO AGREEMENT NO. 15-1001091 (R14050)

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATES (PS&E), RIGHT OF WAY (ROW), AND CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND STATE ROUTE 60 IN THE CITY OF CHINO

THIS AMENDMENT No. 6 (AMENDMENT) is made and entered into by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Chino (CITY). SBCTA and CITY may be collectively referred to herein as PARTIES.

RECITALS

A. PARTIES entered into Cooperative Agreement No. R14050 (AGREEMENT) on July 15, 2014 to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW, and Construction activities of the Interchange at Central Avenue and State Route 60 in the City of Chino (PROJECT); and

B. On November 29, 2017, PARTIES approved Amendment No. 1 to authorize SBCTA to acquire properties needed for PROJECT by Eminent Domain if necessary and require CITY to accept conveyances of PROJECT acquired right of way within CITY's jurisdictional boundaries conveyed by SBCTA; and

C. On February 7, 2019, PARTIES approved Amendment No. 2 to adjust total estimated cost of PROJECT to $31,705,573; and

D. On December 28, 2021, PARTIES approved Amendment No. 3 to AGREEMENT to adjust total estimated cost of PROJECT to $33,649,197; and

E. In June 2020, funds were programmed to PROJECT as buy-down for CITY and SBCTA shares; and

F. On June 25, 2020, the California Transportation Commission (CTC) allocated $8,638,000 of state Trade Corridor Improvement Fund (TCIF) to PROJECT; and

G. On December 28, 2020, PARTIES approved Amendment No. 4 to adjust total estimated cost of PROJECT to $36,131,735 and reflect the addition of TCIF funds and reduce Measure I by $2,618,450 and City funds by $3,537,012; and

H. On November 6, 2024, PARTIES approved Amendment No. 5 to adjust total estimated cost of PROJECT to $36,891,327; and

I. The estimated total cost of PROJECT has increased by $786,599; and

J. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Replace Attachment A.3 in its entirety with the attached Attachment A.4. Attachment A.3 is incorporated into AGREEMENT by this reference.

2. Except as amended by this Amendment No. 6, all other provisions of the AGREEMENT and amendments thereto shall remain in full force and effect.

3. The Recitals set forth above are incorporated herein by this reference.

4. All other provisions of AGREEMENT, and amendments thereto, shall remain in full force and effect and are incorporated into this Amendment No. 6.

5. This Amendment No. 6 is effective on the date signed by SBCTA.

----------SIGNATURES ON THE FOLLOWING PAGE----------

IN WITNESS WHEREOF, the PARTIES have duly executed this Amendment No. 6 below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Rick Denison
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CITY OF CHINO

By: _____
Dr. Linda Reich
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Fred Galante
City Attorney

APPROVED AS TO CONTENT:

By: _____
Hye Jin Lee
Director of Public Works

ATTEST:

By: _____
Natalie Gonzaga,
City Clerk

Attachment A.3

PROJECT DESCRIPTION

SBCTA and CITY propose to widen the existing SR-60 Central Avenue Bridge Overcrossing, widen both eastbound and westbound on-ramps to two general purpose lanes and one High Occupancy Vehicle Lane preferential lane, construct retaining walls along both eastbound and westbound on-ramps, construct stormwater facilities, and replacement landscaping.

PROJECT FUNDING TABLE

Public Share: 41.2%
Nexus Development Impact Fee Share (DIF, "Development Share"): 58.8%
Local Jurisdictional Split of the DIF Share between Chino, San Bernardino County, and Montclair.

Public Share is SBCTA's contribution. Development Share is CITY's contribution.

Phase	Estimated Cost	Public Share	Buy-Down	Development Share
Project Study Report	$444,500	$183,134		$261,366
Project Report and Environmental Approval	$634,237	$261,306		$372,931
Plans, Specifications, and Estimates	$2,002,468	$825,017		$1,177,451
Right of Way Acquisition	$774,029	$315,600		$458,429
Construction & Construction Management	$31,910,478	$9,588,261	$8,638,000	$13,684,217
Landscape Maintenance	$1,162,215	$478,833		$683,382
SBCTA Project Management	$750,000	$0		$750,000
TOTAL	$37,677,927	$11,652,151	$8,638,000	$17,387,776

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Acceptance of Transportation Development Act (TDA) Article 3 Grant Award and Establishment of a New Capital Improvement Program (CIP) Project.

RECOMMENDATION

1) Adopt Resolution No. 2026-011 to accept the TDA Article 3 Grant Funding in the amount of $44,850 for Fiscal Year 2025-26; 2) establish a grant number G7264 Safe Route to School Improvements and appropriate $44,850 to the TDA Article 3 Fund (321) grant number G7264, with a corresponding increase to the grant revenue; 3) establish project number ST262 - Benson Avenue Safe Routes to School Improvements and appropriate $20,150 of the available local Measure I Fund 322, for the local match; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $44,850 to the revenue and expenditure accounts of the TDA Article 3 Fund (321), grant number G7264. Additionally, project ST262 requires an appropriation of $20,150 from the available Measure I fund (322) for the local match, as shown in the table below:

Benson Avenue Safe Routes to School Improvements (G7264 & ST262)	
Funding Source	**Appropriation**
321 – TDA Article 3 Fund-G7264	$44,850.00
322 – Measure I Fund-ST262	$20,150.00
***Total Project Budget:**	**$65,000.00**

**Total project budget reflects design costs only; staff will request construction funding upon completion of design.*

Following design completion, the City will seek reimbursement of up to $44,850 from SBCTA for the TDA Article 3 grant funds.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Financial Stability

- Responsible Long-Range Planning

Revenue:	Expenditure: 3217180-40010/59500-G7264 & 3227190-40010-59500-ST262
Transfer In:	Transfer Out:

BACKGROUND

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of state funds made available to counties and cities for facilities geared toward the exclusive use of pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program.

To receive a funding allocation, counties and cities must apply with project specific applications to be eligible for award. In August 2025, City staff submitted a TDA Article 3 grant application to SBCTA to fund the preliminary design of safe routes to school improvement project on Benson Avenue from Chino Avenue to Riverside Drive.

ISSUES/ANALYSIS

On November 5, 2025, SBCTA Board of Directors approved funding in the amount of $44,850 from the TDA Article 3 Bicycle and Pedestrian Facilities Program for the Benson Avenue Safe Routes to School Improvements Project which requires a local match of $20,150.

Staff recommend the establishment of a new Capital Improvement Program (CIP) project, ST262 - Benson Avenue Safe Routes to School Improvements. Consistent with grant guidelines, the project aims to enhance pedestrian access at the intersections of Benson Avenue with Chino Avenue, D Street, C Street, and B Street. These improvements align with the City's 2016 Chino Bicycle and Pedestrian Master Plan as this residential area is in proximity to Chino High School and Allegiance STEAM Academy. City staff received letters of support from residents for establishment of this project, which were included as part of the grant application.

The TDA Article 3 Grant Program requires the City Council to adopt a resolution approving claim submittals and reimbursements to SBCTA, as well as identifying the individual authorized to certify project completion. Project certification takes place once the City team has finished the design phase. Following City Council acceptance of TDA Article 3 Grant funding G7264, and establishment of the Measure I CIP project ST262, staff will seek professional engineering services to design the project.

Attachments: Exhibit A – Resolution No. 2026-011
Exhibit B – Vicinity Map

RESOLUTION NO. 2026-011

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AUTHORIZING SUBMITTAL OF A CLAIM TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS FOR THE BENSON AVENUE SAFE ROUTES TO SCHOOL IMPROVEMENTS.

WHEREAS, the Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans; and

WHEREAS, TDA provides two funding sources, the Local Transportation Fund (LTF) and State Transit Assistance fund (STA); and

WHEREAS, LTF is derived from a ¼ cent of the general sales tax collected statewide and apportioned by population to areas within the county; and

WHEREAS, STA is derived from the statewide sales tax on diesel fuel, plus an additional vehicle registration fee authorized under Senate Bill 1, referred to as the State of Good Repair, and both are apportioned by the State Controller's office 50% by population and 50% by transit operator revenues; and

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) authorizes funding for a wide variety of transportation programs in San Bernardino County, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects to local transportation agencies through annual apportionment and allocation processes, and approves payments periodically throughout the year; and

WHEREAS, SBCTA awarded the City of Chino TDA Article 3 grant funds in the amount of $44,850 for development of the Benson Avenue Safe Routes to School Improvements Project within the City of Chino jurisdiction through a competitive "Call for Projects"; and

WHEREAS, TDA Article 3 grant funds are provided on a reimbursement basis; and

WHEREAS, SBCTA requires the City of Chino to submit a claim and request(s) for reimbursement; and

WHEREAS, submittal of the claim for TDA Article 3 funds must be first authorized by the Director of Public Works; and

WHEREAS, the Benson Avenue Safe Routes to School Improvements Project award is over $200,000, and is eligible for progress reimbursement, or under, and eligible for reimbursement at project completion; and

WHEREAS, SBCTA requires the designation of individuals authorized to certify Project completion; and

WHEREAS, The Director of Public Works, or their designee, is authorized to certify project completion; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chino authorizes submittal of a claim and request for reimbursement(s) for TDA Article 3 funds for the Benson Avenue Safe Routes to School Improvements Project in the amount of $44,850, and that the Director of Public Works is authorized to certify project completion.

APPROVED AND ADOPTED THIS 3RD DAY OF FEBRUARY 2026

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Chino at their regular meeting on the 3rd day of February 2026, and carried by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Natalie Gonzaga
City Clerk

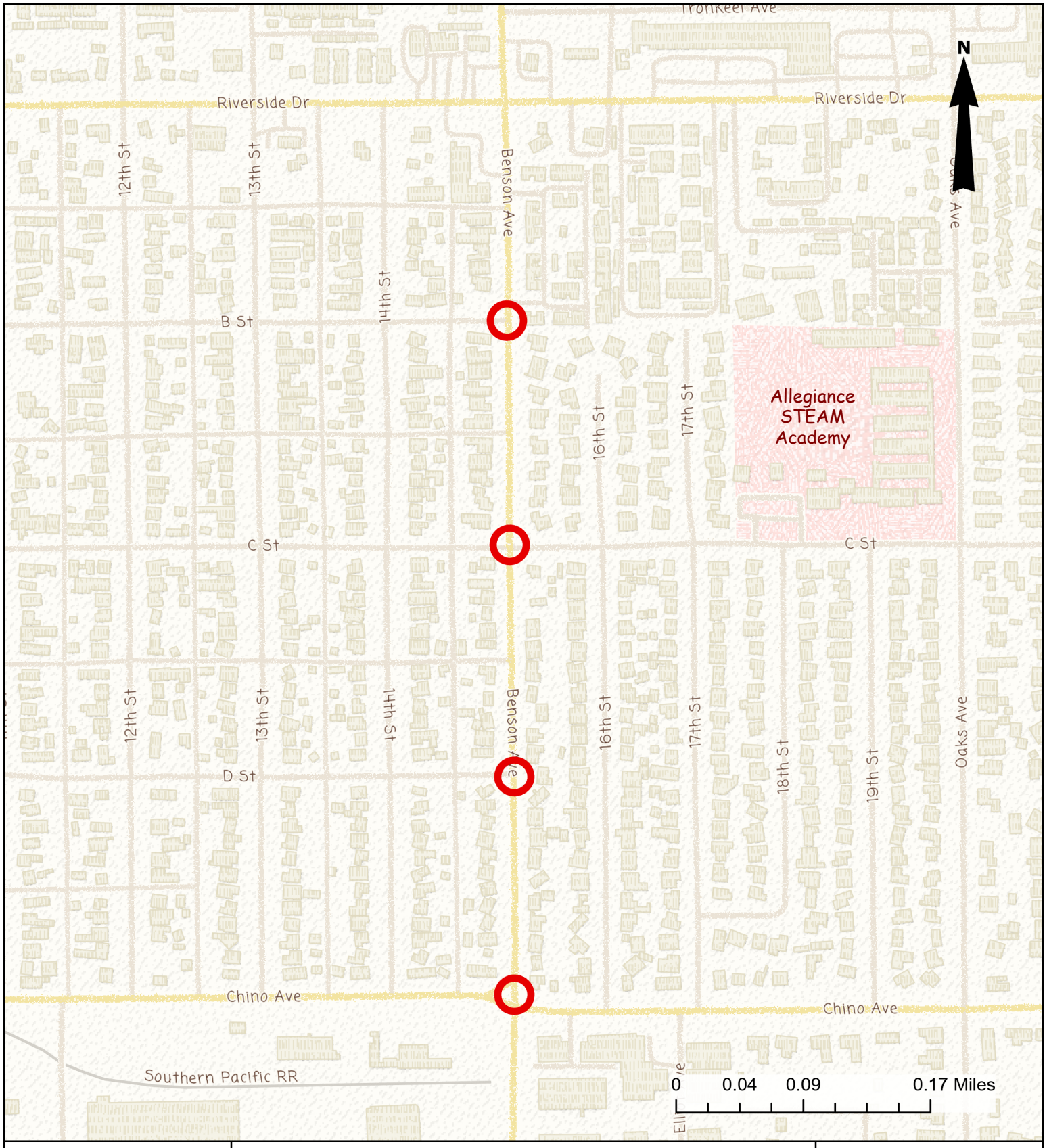


Exhibit B - Vicinity Map

Benson Ave Safe Routes to School Improvements



MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Personnel Recommendations in Response to City Council Direction from the October 22, 2025 Goals Workshop.

RECOMMENDATION

(1) Authorize the Human Resources Department to initiate recruitment for 17 positions, with the understanding that the positions will remain unfunded and unfilled until the City Council allocates funding through subsequent Council action; (2) adopt Resolution No. 2026-012, approving the establishment of the Deputy Director of Technology and Innovation job classification and approving the Amended and Restated Compensation and Benefits for Deputy Director Employees; and (3) appropriate $61,275 from the available FY 2025-26 General Fund Budget Surplus and $361,275 from various other funds for a total amount of $422,570, to fund eight positions upon completion of recruitment for the remaining two months of FY 2025-26.

FISCAL IMPACT

Of the 17 positions, eight are prioritized to be filled. Filling these eight positions will result in ongoing annual costs of approximately $647,605 in the General Fund (100) and $698,853 in various other funds, for a total ongoing salaries and benefits cost of $1,346,458 beginning in FY 2026-27. One-time equipment costs to onboard these positions total $198,160. The eight positions are anticipated to be filled for only two months in FY 2025-26, at an estimated cost of $422,570 for the remainder of the fiscal year. The funding is shown in the table below and will be appropriated to the funds listed. Any unused funds will be returned to their respective fund balances. There are sufficient fund balance reserves in each of these funds.

FUNDING SOURCES AND COST FOR 2 MONTHS FOR 8 POSITIONS			
General Fund 100	$61,275	Sanitation Fund 550	$2,294
Housing Fund 310	$21,299	Central Services Fund 610	$80,074
Transportation Fund 320	$16,056	Emp. Benefits Fund 640	$62,616
Sewer Fund 530	$2,294	Building Mgmt. Fund 650	$102,368
Storm Drain Fund 540	$2,294	Equipment Mgmt. Fund 660	$72,000
		Total Costs	***$422,570***

ON-GOING ANNUAL COST FOR 8 POSITIONS			
	POSITION	**GENERAL FUND**	**OTHER FUNDS**
1	Payroll Technician (Finance)	$128,853	
2	Deputy Director of Technology and Innovation (Administration)	$64,238	$192,712
3	Associate Engineer – Transportation (Public Works)	$131,598	$56,400
4	Facilities Maintenance Technician (CSPR)		$109,017
5	Deputy City Clerk (Administration)	$159,333	
8	Project Coordinator (CSPR)		$163,707
7	Housing Manager (DS) 100% Housing Fund		$177,017
8	Economic Development Analyst (Administration)	$163,583	
	Total By Fund	***$647,605***	***$698,853***
	Total Salaries and Benefits		***$1,346,458***

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability
- Responsible Long-Range Planning
- Exemplary Leadership
- Effective Technology

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

On October 22, 2025, the City Council held its annual goal-setting workshop in preparation for the FY 2026-27 budget. During the workshop, staff reviewed existing FY 2025-26 goals and work plans, followed by a Council discussion about existing and future priorities and needs. A key point of discussion was the need to address insufficient staffing to ensure the successful implementation and delivery of City programs and services for today and into the future. Council directed the City Manager to bring forward staffing recommendations and related budget adjustments as part of the mid-year budget report, which generally occurs in March of the current fiscal year.

The Executive Management Team (EMT) has spent the last year assessing existing work plans and has identified numerous immediate staffing needs to ensure their successful implementation and to maintain current City services into the future. Several position additions and changes were identified as critical to fill as soon as possible. Given the timeline for recruiting and filling these positions, EMT requests that Human Resources be authorized to proceed with recruiting these 17 positions and presents this request to Council for consideration before the scheduled mid-year budget review.

On September 16, 2025, the City Council approved Resolution No. 2025-057, adopting updated job descriptions based on the citywide classification and compensation study. Job classifications exist for most of the positions requested in this report; however, there is no current job classification for the Deputy Director of Technology and Innovation, which is included in this item for Council consideration.

The job descriptions for certain classifications included in this report, as well as others being considered for future requests, may need to be updated or created. Those job classifications and their applicable compensation schedules will be presented to the City Council as part of the FY 2025-26 mid-year budget review, incorporated into the proposed FY 2026-27 budget, or included in future City Council agendas.

ISSUES/ANALYSIS

The City's existing workforce is insufficient to meet the volume and complexity of work needed to provide quality, caring service to the community. Additional personnel are urgently needed to maintain the quality of life in Chino and address the following:

1. Growth of the City's area, population, infrastructure, and assets.
2. Maintenance and deferred maintenance of existing infrastructure and facilities.
3. Compliance with state and federal mandates, including new and expanded laws and regulations requiring additional National Pollutant Discharge Elimination System (NPDES) water quality activities, new staff training mandates, expanded Brown Act and public records request requirements, significant mandates related to housing and land use, and new and expanded personnel and collective bargaining mandates.
4. Operational, administrative, technology, and procedural backlogs, issues, and inefficiencies.
5. Development and implementation of long-range planning, such as master plans, infrastructure, services, and regional projects, to ensure the City is anticipating and addressing future needs and services.

A right-sized, well-trained workforce, supported by quality leadership, is critical to the City's success. EMT recommends authorization to proceed with the recruitment of 17 positions to address urgent needs. While there are additional staffing needs beyond those recommended in this report, job descriptions currently exist or, in the case of the Deputy Director of Technology and Innovation, are in final draft form, making these positions ready for immediate recruitment. For other necessary positions, the job descriptions may need to be updated or developed. Approval of those additional positions and their funding will be brought to Council for consideration once the job descriptions and compensation schedules are complete.

The City of Chino has grown significantly over the past 20 years. Its population has grown from 76,575 in 2005 to 95,055 in 2024. This growth of approximately 20,000 residents, primarily due to the development of College Park and The Preserve, as well as the annexation of portions of the City's sphere of influence, has resulted not only in many more residents residing in Chino but also in additional infrastructure, facilities, and services. The annexations and new development have increased the size of Chino and have added thousands of residents, hundreds of businesses, and miles of pavement, curb and gutter, storm drain, sewer and water lines, parkways and medians, as well as utility connections, parks, and public facilities, all of which require additional services and staff to operate and maintain.

In those 20 years, Chino's staffing increased by 44%, with 50% of the personnel hired by the Police Department and Community Services, Parks and Recreation Department, the two departments charged with ensuring the growing community's safety and providing critical services. During that same period, the City's Redevelopment Department, which focused on housing and economic development, was eliminated due to cuts in state funding, resulting in those important functions being reduced to one staff member each, until recently. Taking into account shifts in personnel due to department reorganizations, the increases in other departments have been incremental and not in keeping with the growth of the City, its population, the volume, and the complexity of the necessary work.

The critical work of maintaining the City's existing infrastructure, technology, and facilities has grown significantly as well, with current staffing insufficient to address the need, resulting in a backlog of deferred projects and the important "business" side of City operations (finance, training, technology, records), maintenance, housing, and economic development not being provided with the personnel to meet existing, let alone future needs. Additionally, with the passage of Measure V, the City committed to investing in infrastructure and services for the community, requiring additional staffing capacity to fulfill this responsibility.

The positions being recommended include several funded through enterprise and funds other than the General Fund; however, as the City has previously faced financial shortfalls, it has typically only filled positions funded by sources other than the General Fund, leaving a large void in areas of City services and operations for which the General Fund is the sole funding source, except as noted above. EMT recommends the following 17 positions be approved for recruitment, contingent upon their funding in the FY 2025-26 mid-year budget review or subsequent City budgets, to meet immediate needs, with the 8 recommended positions being funded by approval of this report.

Authorization for HR to recruit for the following 17 positions is recommended:

1	Payroll Technician (Finance)
2	Deputy Director of Technology and Innovation (Administration)
3	Facilities Maintenance Technician (CSPR)

4	Associate Engineer (Public Works)
5	Deputy City Clerk (Administration)
6	Project Coordinator (CSPR)
7	Housing Manager (Development Services)
8	Economic Development Analyst (Administration)
9	Captain (Police Department)
10	Streets Maintenance Worker (Public Works)
11	Accessibility Specialist (Development Services)
12	Wastewater Maintenance Worker (Public Works)
13	Housing Program Coordinator (Development Services)
14	Assistant Engineer - Reclass from Construction Project Coordinator (Public Works)
15	Housing Technician (Development Services)
16	CSPR Specialist - PT, Ayala (CSPR)
17	Student Intern - PT (Public Works)

Given the availability of General Fund Balance and Housing Funds in the FY 2025-26 budget, EMT requests that the City Council approve that the eight positions be filled upon the completion of the recruitment. Approval of these eight positions would create ongoing annual costs as noted in the Fiscal Impact section. Given the recruitment timeline, the positions are anticipated to be filled for only 2 months in FY 2025-26, at an estimated cost of $422,570 for salaries, benefits, and onboarding, to fund them through the remainder of the fiscal year. EMT recommends the allocation of the funds in FY 2025-26 Budget to cover these costs.

Administration – Requesting three positions

1. ***Deputy Director of Technology and Innovation*** *(as proposed, see Attachment 1 - Resolution No. 2026-003)* – Technology and data systems are the backbone of the City of Chino's operations, but the complexity of the systems, the technological knowledge required, and the critical importance of data and cybersecurity require a position to guide the work of the IT Division. There is a critical need to develop and direct the implementation of a Technology Master Plan for the City. The City has experienced significant growth in its reliance on technology to deliver services, manage operations, and ensure public safety. To align with best practices in municipal governance, the City needs a Deputy Director of Technology and Innovation to serve as its top technology subject-matter expert. The creation of a Deputy Director of Technology and Innovation job classification at the Deputy Director-level is requested to oversee the City's complex data and technology systems and to provide ongoing training and support for these systems.

   The Deputy Director of Technology and Innovation will be responsible for:
   - Developing and executing a citywide IT strategic plan aligned with organizational goals;
   - Overseeing the City's IT Division, including infrastructure, applications, cybersecurity, and support services;
   - Leading digital transformation initiatives to improve service delivery and internal efficiency;

- Collaborating with all Departments to ensure technology solutions meet operational needs;
- Providing citywide training on the City's information technology systems and software; and
- Overseeing the City's Office of Innovation Division.

The Deputy Director of Technology and Innovation will report directly to the City Manager and will be designated as exempt and at will, consistent with all other Deputy Director-level positions.

To comply with Title 2, Section 570.5 of the California Code of Regulations, the Chief Information Officer must be added to the salary schedules for Deputy Directors. Additionally, the Compensation and Benefit Plan for Deputy Directors must be updated to incorporate the Deputy Director of Technology and Innovation job classification.

2. ***Deputy City Clerk*** – An additional Deputy City Clerk position is needed to oversee the increased workload and responsibilities in the City Clerk's Office. The volume of public records requests has grown substantially, requiring more time and resources to ensure compliance with legal requirements. Contract processing has also expanded, demanding careful review, tracking, and management. Recent state mandates have further heightened responsibilities related to the Brown Act, including public engagement requirements. These factors, in addition to the routine duties of the office, collectively place a significant administrative burden on the office.
3. ***Economic Development Analyst*** – An Economic Development Analyst position is needed to focus on industrial business retention in the City. While it is important to attract new businesses to Chino, it is equally important to ensure the vitality of those businesses already in the City. This position would focus on providing support and serving as a liaison between the City and existing businesses.

Community Services, Parks & Recreation – Requesting three positions

1. ***Facility Maintenance Technician*** – With the current responsibilities of overseeing the maintenance of approximately 50 buildings, including park structures, Chino's Facilities Maintenance team staffing levels are already below the industry benchmark of 55,000-70,000 square feet per maintenance staff member. Additionally, older facilities require additional staff to maintain and keep up with deferred maintenance. With the purchase of additional downtown properties and the re-opening and expanded use of City Hall South, CSPR's facilities maintenance responsibilities have grown significantly. The Facility Maintenance Technician will provide needed support to address the growing routine repair and maintenance needs resulting from increased use of City-owned facilities and the age of the buildings and their systems.
2. ***Project Coordinator*** – This position is essential to support the growing workload related to the Citywide Capital Improvement Program (CIP) and Internal Service Fund (ISF) projects. As the City continues to acquire new facilities, many require significant upgrades to meet code compliance, ADA standards, and safety requirements, or demolition to prepare for future development. Additionally, new state regulations, such as

Assembly Bill 2208, banning the sale of fluorescent lighting, have created an immediate need for LED lighting conversion across all facilities. The Project Coordinator would oversee the increase in maintenance and construction CIP projects for parks and City facilities. This position would help coordinate and manage these projects, ensure timely implementation, manage contractors and budgets, and support staff capacity to efficiently address both planned and emergency infrastructure needs.

3. ***CSPR Specialist (PT, 25 hours)*** – This request is for a CSPR Specialist assigned primarily to the City's largest and busiest park, Ayala Park, and the new Stueve Family Park. With the continued growth in park rentals, user volume, and large-scale citywide events, and the opening of the Stueve Family Park, additional staff support is needed to meet increasing operational demands. This position will enhance on-site visibility and provide active oversight of the sports fields, batting cages, skate park, restrooms, and pavilions. This proactive presence will promote proper facility usage, ensure compliance with City guidelines, and foster positive relationships between staff, user groups, and the broader community. This position directly supports the City Council and Department's goals of maintaining a positive City image, delivering exceptional customer service, and ensuring continued access to high-quality sports fields and facilities for residents and youth sports organizations.

Development Services – Requesting four positions

On September 9, 2025, the City Council held a study session on the future of the City's housing programs. During that meeting, Development Services reviewed state housing mandates, past and present housing programs offered by the City, available and potential housing resources, and housing needs. The department recommended creating and expanding numerous programs to address compliance issues and maximize the benefits of available opportunities.

To implement these recommendations, the City Council directed staff to enhance the current Housing Division within the Development Services Department and to recommend staffing for the division to ensure it has the necessary personnel resources.

1. ***Housing Manager*** – This position will lead the re-establishment of the City's Housing Division and ensure the timely and effective implementation of housing initiatives, as directed by the City Council. Currently, the City's housing responsibilities are managed by a single employee, which significantly limits the City's capacity to plan, administer, and oversee increasingly complex housing programs driven by evolving state mandates and community needs. Establishing a Housing Manager will provide the leadership, coordination, and technical expertise necessary to expand this function into a fully operational division and to position the City to proactively address current and future housing challenges in a sustainable and coordinated manner. In addition, the advancement of targeted housing and neighborhood revitalization efforts will directly support the City's Strategic Issues by enhancing a Positive City Image and strengthening Responsible Long-Range Planning. This position will allow the Development Services Department to measurably expand the City's housing programs as directed by the City

Council. The current staffing level of the Housing Division is inadequate to support the proposed expansion.

2. ***Housing Program Coordinator*** – The Housing Program Coordinator would provide training and day-to-day direction to the City's Housing Technician and play a key role in implementing and overseeing housing programs. These programs are intended to preserve the City's aging housing stock, improve neighborhood conditions and quality of life, ensure compliance with state-mandated housing requirements, and enhance the City's financial capacity through the strategic pursuit and administration of state and federal grant funding. This position will facilitate recruiting and retaining qualified candidates, as housing program administration is a specialized and increasingly technical field. The Housing Program Coordinator will strengthen the City's ability to build internal expertise, provide a clear career pathway, and support long-term succession planning as the Housing Division is re-established and expanded.

3. ***Housing Technician*** – This position will help realize the City Council's stated objective of broadening the City's housing programs, with a specific focus on expanding the City's Home Improvement Program to help protect and maintain the City's aging housing stock, 45% of which was constructed before 1980. Additionally, this position will assist the Housing Program Coordinator with federal and state grant management and the implementation of future neighborhood revitalization programs.

4. ***Accessibility Specialist*** – This position will support the Accessibility Coordinator with the implementation and ongoing updating of the City's Americans with Disabilities Act (ADA) Transition Plan to ensure continued compliance with state and federal accessibility laws and regulations. Furthermore, this position will assist with implementation and ongoing adherence to the City's Title VI compliance programs.

Finance – Requesting one position

1. ***Payroll Technician*** – Preparation and processing of the City's payroll is a time-sensitive, detail-intensive function that must be completed with a high degree of accuracy to ensure compliance with federal and state laws, CalPERS regulations, City policies, and labor contract provisions. The City currently has two payroll staff responsible for processing timesheets for approximately 700 full-time, part-time, and seasonal employees every two weeks. The biweekly payroll cycle requires rapid review, verification, and correction of hundreds of timesheets within a compressed timeframe, leaving little margin for error and increasing the risk of delays or inaccuracies without adequate staffing.

   In addition to core processing duties, payroll staff respond to employee inquiries and process frequent adjustments related to employee status changes, benefit elections, deductions, and special pay provisions. As the City's workforce has grown and payroll-related laws, reporting mandates, and compliance requirements have expanded,

the workload and complexity of payroll operations have increased significantly. An additional Payroll Technician is needed to support the required monthly, quarterly, and annual reporting; maintain confidentiality and compliance with records-retention requirements; respond to audit inquiries; and assist with payments to health and benefit providers. A third staff member is also essential to ensure uninterrupted and accurate payroll operations for more than 600 employees. The added position is critical to expedite the biweekly payroll process, ensure timely and accurate payments to employees, and maintain the high level of service required to support City operations.

Police – requesting one position

1. ***Captain*** – The volume of the City's Police Department's demand for service has grown significantly, requiring additional staffing to address areas of greatest need. The service area, population, and the increased burdens placed on local law enforcement by state mandates have increased the complexity of police operations, requiring greater staffing and oversight.

   The Captain position supports the City Council's goal of maintaining a safe and well-managed community through effective leadership and organizational efficiency. By 2025, Chino's population had grown to more than 95,000. Since 1996, the Police Department's sworn staff have increased by 62% and professional staff by 78%. These additional positions have necessitated the creation of a third division to ensure accountability and oversight of the increased personnel and operations.

   Over the past five years, the department has added a Quality-of-Life Team consisting of police officers, a probation officer, and social workers from the Department of Behavioral Health. The complexity and scope of their work continue to evolve to comply with ever-changing legal mandates.

   Additionally, the department's School Resource Officer program has expanded from three officers to include one sergeant and five full-time officers, as well as additional officers assigned to year-round schools. The department has also added a Retail Theft Team, an Air Support Unit that will be operational in April of this year, and expanded staffing in the Dispatch Center, Real-Time Crime Center, and Traffic Unit.

   The Captain position would oversee the Support Services division and would allow the Deputy Chief to oversee a newly created division, including the Professional Standards Bureau and significant projects, such as the airport substation and the air support unit. This organizational change would not only reduce the span of control but also bolster the department's capacity to meet the evolving technological and legal demands of contemporary policing.

Public Works – requesting five positions

1. ***Associate Engineer (assigned to Transportation Division) –*** As the City continues to grow, more responsibility is placed on this Division. Staff are having to continually prioritize work, pushing minor issues off to later to address major concerns. Additionally, as the Transportation Division functions today, there is no succession plan for long-tenured employees. Each individual, while capable of performing the other's tasks, is unable to dedicate sufficient resources to cover for one another. Providing an Associate

Engineer will enhance the maintenance of traffic signal operations, will improve the operation of the Traffic Management Center, increase the Division's ability to respond more effectively to concerns, allow for succession planning, reduce reliance on consultants, thereby reducing costs, and allow for faster deployment, quicker response to failures, and increased robustness of technology enhancements to the traffic signal system, including traffic cameras. The Transportation Division also receives numerous requests from Chino Police for maintenance and repair/troubleshooting for traffic signal-mounted cameras for the Real Time Crime Center, which takes precedence in priority.

2. ***Assistant Engineer (reclassification from Construction Project Coordinator)*** – An Assistant Engineer completes entry-level engineering work focused on data collection, utility research, field reviews, and conceptual analysis, imperative to setting a project on the right path from the start. This role is necessary to advance in-house design and in-house construction management of CIP projects. In-house entry-level engineers reduce outsourcing costs for this level of support and reduce the lower-level work that higher-level engineering positions would otherwise have to complete.

   Without an Assistant Engineer position, entry-level engineering work will be handled by higher-level engineering positions (Associate Engineer, Senior Engineer) at a higher cost. This work will slow the progress of other projects due to the time spent on entry-level engineering and data collection. Consultants could assist staff; however, most tasks require some degree of ownership that consultants do not possess. Additionally, consultants require significant effort to manage their work to a level that meets or exceeds Chino's expectations.

3. ***Student Intern*** – Having a Student Intern position in the Public Works Department will provide needed support with data gathering and other low-level, time-consuming efforts, which are currently performed by full-time employees and consultants at a higher cost to the City. This Student Intern position will also provide Chino with the opportunity to mentor the next generation of engineers, enhancing Chino's reputation as a great employer and improving the likelihood of securing well-qualified, well-trained individuals for long-term careers in Chino. The position will assist with data entry for the department's GIS dashboard; gathering plans, information, and data; preparing exhibits and work orders for maintenance tasks and projects; and ensuring they are processed in a timely manner. It will improve efficiency and relieve full-time staff of routine, time-consuming, low-level tasks. Furthermore, by developing young engineers, the position provides opportunities to fill future full-time vacancies internally.

4. ***Streets Maintenance Worker*** – Hiring a full-time streets maintenance worker would enhance the City's ability to maintain safe, functional, and well-kept roadways, directly affecting our goals related to public safety, infrastructure longevity, and quality of life for residents. With the development of College Park and The Preserve, as well as the Sphere of Influence annexations, the miles of streets under the City's responsibility have grown significantly, without the necessary increase in staffing to handle the increased workload. Insufficient staffing in streets maintenance results in the delay of routine tasks

such as pothole and concrete repairs, sign maintenance and replacement, and public right-of-way maintenance, leading to deteriorating road conditions, increased vehicle damage risks, and reduced pedestrian safety. These issues can undermine public trust, increase long-term repair costs, and ultimately compromise the level of service the community expects. Filling the position will support the Citywide Street Maintenance Program (pothole repairs, signing, and striping), the replacement of damaged concrete citywide, the continued implementation of "No Dumping" signs in alleys and areas near city limits known for having illegal debris dumped with proper signage, and support the oversight of the Citywide Streetlight LED Upgrade Program.

5. ***Wastewater Maintenance Worker*** – This position is key to the City's compliance with National Pollutant Discharge Elimination System (NPDES) requirements. For example, the position will support the inspection of at least 80% of stormwater catch basins annually, in compliance with the NPDES mandates. Additionally, the role involves implementing planned activities to meet the conditions of the Municipal Separate Storm Sewer System (MS4) Permit issued by the State Water Resources Control Board and continuing to enforce pollution prevention measures to ensure ongoing compliance with NPDES standards. This position is also needed in anticipation of the City's obligation to take over The Preserve Sewer Lift Station.

   With the development of College Park and The Preserve, as well as the Sphere of Influence annexations, the miles of streets under the City's responsibility have grown significantly, along with an increase in the miles of stormwater and wastewater systems. Additional staffing is necessary to handle the increased workloads in these areas.

   Having a full-time wastewater maintenance worker would significantly affect the City's ability to meet its public health goals and objectives. environmental protection, and infrastructure reliability. Without adequate staffing, essential maintenance tasks may be delayed or neglected, increasing the risk of equipment failures, sewer overflows, and non-compliance with regulatory standards, specifically when the City assumes responsibility of the El Prado Lift Station, currently operated by IEUA staff. This could lead to service disruptions, environmental hazards, costly emergency repairs, and potential fines, all of which compromise the quality and reliability of wastewater services provided to residents. Ultimately, understaffing would hinder the City's capacity to maintain safe, efficient, and sustainable operations, directly affecting the community's well-being.

Cost estimates for all positions are not included in this report, as the actual ongoing annual budget for each position will depend on when it is filled. Given the time required for recruitment, interviews, and background checks (up to six months), it is likely that many of the remaining 9 positions will not be filled until FY 2026-27.

Council approval of this item will allow HR to proceed to conduct the recruitments of the specified positions; approve the establishment of the Deputy Director of Technology and Innovation job classification and the Amended and Restated Compensation and Benefits for Deputy Director Employees to include the Deputy Director of Technology and Innovation job

classification; and upon completion of the respective recruitments, authorize the eight specified positions to be filled with available funds from the existing FY 2025-26 Budget.

Before any of the additional 9 positions to be authorized for recruitment are filled, they will be brought to the Council for funding approval. HR staff will work concurrently to develop job descriptions for other priority positions identified by EMT.

Those job descriptions and funding authorization requests, along with additional positions to implement the shift of grounds maintenance responsibilities to CSPR and the implementation of the City's NPDES permit for water regulations, will be brought to Council for consideration during the FY 2025-26 mid-year adjustment, as part of the FY 2026-27 budget process, or at future Council meetings.

Attachments:

1. Resolution No. 2026-012, Approving Establishment of the Deputy Director of Technology and Innovation Classification and the Amended and Restated Compensation and Benefits for Deputy Director Employees (Deputy Director of Technology and Innovation Job Classification; Deputy Directors Classification Plan and Salary Schedule; Compensation and Benefit Plan for Deputy Director Employees).

RESOLUTION NO. 2026-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE DEPUTY DIRECTOR OF TECHNOLOGY AND INNOVATION CLASSIFICATION AND THE AMENDED AND RESTATED COMPENSATION AND BENEFITS FOR DEPUTY DIRECTOR EMPLOYEES

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

WHEREAS, Title 2, California Code Regulations ("CCR") § 570.5, the California Public Employees' Retirement System ("CalPERS") requires that salary schedules be duly adopted and approved by the City Council; and

WHEREAS, the City of Chino has identified the need to establish a Deputy Director of Technology and Innovation classification to lead and manage citywide information technology strategy, cybersecurity, and digital transformation initiatives; and

WHEREAS, the Deputy Director of Technology and Innovation classification must be incorporated into the Compensation and Benefit Plan for Deputy Directors, which was previously adopted by the City Council under Resolution No. 2025-085; and

WHEREAS, the Deputy Director of Technology and Innovation classification must also be incorporated into the salary schedules for Deputy Directors.

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

SECTION 1. The City Council hereby approves and adopts the establishment of the Deputy Director of Technology and Innovation job classification and its incorporation into the salary schedules for Deputy Directors, attached hereto as Exhibits A and B.

SECTION 2. Resolution No. 2025-085 and all prior compensation and benefits resolutions adopted by City Council are hereby rescinded and replaced by this Resolution No. 2026-012, which approves amended and restated compensation and benefits for Deputy Director Employees. In the event of conflict between this Resolution and any prior City Council resolution relating to the subject matter of this Resolution No. 2026-012, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution No. 2026-012 provides benefits in excess or is different from the benefits provided in any prior City Council resolution, the provisions of this Resolution shall control.

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

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

APPROVED AND ADOPTED THIS 3rd day of February, 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Deputy Director of Technology and Innovation Job Description

EXHIBIT B. Salary Schedules for Deputy Directors effective November 24, 2025, and July 1, 2026

EXHIBIT C. Compensation and Benefit Plan for Deputy Directors

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 3rd day of February, 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

February 2026
FLSA: Exempt

DEPUTY DIRECTOR OF TECHNOLOGY AND INNOVATION

DEFINITION

Under administrative direction, plans, organizes, manages and provides direction and oversight for all functions and activities of the Information Technology Division including maintaining technology applications, architecture and infrastructure; directs the City's information technology systems architecture to identify, prioritize and implement technology principles, business application needs and investments; oversees the auditing of technology services, data and records; formulates policies, goals and directives; coordinates assigned activities with City departments, officials, outside agencies and the public; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from City Manager. Exercises supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a deputy director classification that oversees, directs, and participates in major activities and programs of the Information Technology Division, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. Successful performance of the work requires an extensive professional background and the ability to develop, oversee, and implement division projects and programs in a variety of areas. Responsibilities include coordinating the activities of the division with those of other divisions, departments, and public and private agencies and managing and overseeing the complex and varied functions of the division. This class provides professional-level support to the City Manager and Assistant City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. This class is distinguished from the executive-level classes in that the latter has overall management responsibility for the Administrative Services programs, functions, and activities, and for developing, implementing, and interpreting public policy.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Information Technology Division programs, services and activities including technology acquisition, implementation and maintenance, enterprise information services, network and server systems, project management and geographic information systems functions.
- Manages and participates in the development and administration of the Division's budget; directs the forecast of additional funds needed for staffing, equipment and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments, as necessary.
- Selects, trains, motivates and directs Division personnel; evaluates and reviews work for acceptability and conformance with division standards, including program and project priorities and performance

evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.

- Monitors and implements legal, regulatory, technology and societal changes and court decisions that may affect the work of the Division; determines equipment acquisition, training programs and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Oversees the delivery of systems application development and support services as well as network and telecommunications operations; consults with manufacturers' representatives to define equipment needs.
- Plans, organizes, directors, evaluates, and ensures the integrity and security of City digital information through the development, regular review and enforcement of policies and procedures.
- Confers with Directors, supervisory staff and employees regarding current and anticipated information systems requirements and the feasibility of alternative conceptual approaches to meeting requirements; develops and recommends short- and long-term plans for hardware and software upgrades; works with departments to prioritize hardware and software upgrades; establishes hardware and software standards to meet the technology needs for the City.
- Prepares Requests for Proposals for the purchase of hardware and software; evaluates bids and recommends the selection of vendors; reviews requests for hardware and software against budget and City standards; and coordinates with legal counsel and City department representatives to determine City needs and requirements for contractual services.
- Represents the Division to other City Departments, elected officials and outside agencies; explains and interprets Division programs, policies and activities; negotiates and resolves significant and controversial issues.
- Prepares, reviews and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations; serves as a spokesperson for the Division at a variety of community events, meetings, and other public relations activities.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of budget administration.
- Principles and practices of contract management.

- General principles of risk management related to the functions of the assigned area.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, authority, and responsibilities of an elected City Council.
- Principles, practices, theory of date management and its application to a wide variety of services and programs.
- Principles and practices for developing and implementing data security systems protocols and standards.
- Organization and management practices as applied to the development, analysis and evaluation of programs, policies and operational needs of the assigned area of responsibility.
- Principles and practices of enterprise software implementation and management.
- Principles and practices of design and management information technology infrastructure, communication and network systems, and associated hardware and software.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative and professional leadership for the Division.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.
- Organize, management, implement and maintain efficient and effective information technology programs to ensure the reliability, integrity, and security of City information systems and infrastructure.
- Identify information technology issues and opportunities, conduct complex research projects, visualize and present data for both qualitative and quantitative content, evaluate alternatives, make sound recommendations, and prepare effective reports.
- Perform complex diagnostics and troubleshooting on hardware, software and communications problems.
- Analyze complex administrative situations and resolve them through application of City policy and management principles and practices.
- Effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare

effective technical staff reports.
- Direct the establishment of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
- Equivalent to a bachelor's degree from an accredited college or university with major coursework in computer science, information technology, management information systems, or a related field.

Experience:
- Five (5) years of increasingly responsible administrative experience in the design, programming, and installation of information systems and hardware, including three (3) years of experience in a supervisory or management capacity.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

City of Chino

Deputy Directors Classification Plan and Salary Schedule

Effective 11/24/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Deputy City Manager	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Finance	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Development Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Technology and Innovation	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00

City of Chino

Deputy Directors Classification Plan and Salary Schedule

Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Deputy City Manager	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Finance	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Development Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Technology and Innovation	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00

Exhibit C

COMPENSATION AND BENEFIT PLAN FOR DEPUTY DIRECTOR EMPLOYEES

DEPUTY DIRECTOR EMPLOYEES:

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

Deputy City Manager
Deputy Director of Community Services, Parks & Recreation
Deputy Director of Development Services
Deputy Director of Finance
Deputy Director of Human Resources/Risk Management
Deputy Director of Public Works/City Engineer
Deputy Director of Public Works/Services
Deputy Director of Technology and Innovation

Deputy Directors appointed after February 7, 2023 are at-will employees of the City.

BASE COMPENSATION:

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

Classification Title	Range		Base	Midpoint	Maximum
Deputy City Manager	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Finance	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Development Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Technology and Innovation	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00

Effective the beginning of the pay period including July 1, 2026, the Classification Plan and Compensation Schedule for Deputy Director Employees shall reflect a three percent (3%) COLA as follows:

Classification Title	Range		Base	Midpoint	Maximum
Deputy City Manager	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Finance	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Development Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Technology and Innovation	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00

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

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

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

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

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

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

ADDITIONAL DUTY PAY:
Afforded to an Employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An Employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

BILINGUAL PAY:
Employees are eligible to receive one hundred and sixty dollars ($160) per month (paid over 24 pay periods) for verbal fluency in any language, other than English, that the Department Director deems necessary, including sign language, under the following conditions:

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

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

City Contribution
The City-paid contribution to deferred compensation is four hundred and ten dollars ($410) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

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

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

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

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

The Employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. “Catch-up” hours advanced will be added back to the Employee’s Sick Leave bank for the Sick Leave Program calculation.

“Catch-up”– Vacation Leave
In order to participate, the Employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the 3 years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The Employee’s Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPUTER LOAN PROGRAM:
Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

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

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

DEATH BENEFIT:
Employees are provided with $100,000 in life insurance coverage, payable to beneficiary(ies) on file in Human Resources/Risk Management Department at time of death.

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

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

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

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

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 - Flexible Benefits Spending Plan is available for Employee contributions in accordance with IRS regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See also Death Benefit section.

MANAGEMENT LEAVE:
Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal

year to the next. Newly hired management Employees or current Employees promoted into management will receive a prorated Management Leave benefit.

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

An additional sixty (60) hours of Management Leave may be granted by the Department Director with a corresponding ability to convert these hours to cash.

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

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

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

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

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

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

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

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

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

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

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

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

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

REHIRE POLICY:

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

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

RETIREMENT:

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

A. Employees hired before the contract amendment with the California Public Employee' Retirement System (CalPERS) effective October 16, 2011, will continue to be eligible for the 2.7% at 55 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011 will be enrolled in the 2% at 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan with a 3-year average final compensation.

Member Contribution to CalPERS

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

A. 2.7% at 55, if hired before October 16, 2011:

1) Employee contribution rate – 8% of reportable compensation.

B. 2% at 55, if hired on or after October 16, 2011:

1) Employee contribution rate – 7% of reportable compensation.

C. 2% at age 62 (Public Employees' Pension Reform Act of 2013) (PEPRA) if entering CalPERS membership on or after January 1, 2013:

1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

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

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

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

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

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):

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

A. Overpayments

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

B. Recovery

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

C. Underpayments

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

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

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

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

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

SICK LEAVE BUY BACK:
At separation of employment the City will buy back a percentage of the Employee's accrued sick leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City.

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

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

SICK LEAVE CONVERSION TO PERSONAL LEAVE:
For Employees who have earned sick leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs

10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

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

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

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

SPECIAL COMPENSATION PAYMENT SCHEDULE:
Employees eligible to receive special compensation benefits which are a percentage of base pay, will receive compensation paid over 26 pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over 24 pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

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

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

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting

Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

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

Employees agree that upon accepting a tuition advance from the City, the Employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the Employee). In the event that the educational institution attended does not provide the Employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the Employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an Employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to one hundred and twenty (120) calendar days total), the City will have the right to automatically make a payroll deduction from the Employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

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

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

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

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

121+	20 days p/year (16.6666 hours p/month)

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

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

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

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

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

WORKERS' COMPENSATION PROGRAM:
Whenever any Employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the Employee will be compensated as follows: On the first, second, and third day of the injury Employees will use accrued Sick, Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

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

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

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.

- That the injured Employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured Employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

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

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

MAINTENANCE OF EXISTING BENEFITS:
All wages, hours and other terms and conditions of employment not specifically altered by this Resolution and presently enjoyed by the Employees will remain in full force and effect unless determined by a court of law to be unlawful.

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

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: FEBRUARY 3, 2026

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

FROM: **EUNICE M. ULLOA, MAYOR**

SUBJECT

Planning Commission Appointments.

RECOMMENDATION

Approve the re-appointment of Kevin Cisneroz, Lissa Fraga, and Lawrence Vieira; and appointment of Annmarie Lemento to the Planning Commission.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Planning Commission is a nine member board that reviews and recommends approval of the General Plan (the comprehensive, long-term plan for the physical development of the City) and revisions to it. It additionally reviews and approves all new development projects and provides advice and guidance to the City Council on planning issues.

Seven Planning Commissioners are appointed by the Mayor, with approval by the City Council with staggered, four-year terms served unless the appointment made is to fill an unscheduled vacancy. Two Ex-Officio Planning Commissioners from the North and South Sphere of Influence areas of unincorporated San Bernardino County are appointed by the Mayor, with approval by the City Council for two year terms.

ISSUES/ANALYSIS

The City Clerk's office solicited applications for the Planning Commission due to the following:

- Commissioner terms scheduled to end January 1, 2026:
    - Commissioner Kevin Cisneroz
    - Commissioner Lissa Fraga
    - Commissioner Lawrence Vieira
- Unscheduled vacancy for a term scheduled to end January 1, 2028

The application period closed on November 14, 2025, and a total of 10 applications were received, including applications from Commissioners Kevin Cisneroz, Lissa Fraga, and Lawrence Vieira seeking re-appointment.

Mayor Ulloa and Council Member Flores interviewed one applicant from Council District 1. Mayor Ulloa and Mayor Pro Tem Curtis Burton interviewed one applicant from District 2. Mayor Ulloa and Council Member Lucio interviewed five applicants from Council District 3. Mayor Ulloa and Council Member Comstock interviewed three applicants from Council District 4. This resulted in the following recommended appointments:

- Commissioner Kevin Cisneroz re-appointment for a term ending January 1, 2030
- Commissioner Lissa Fraga re-appointment for a term ending January 1, 2030
- Commissioner Lawrence Vieira re-appointment for a term ending January 1, 2030
- Annmarie Lemento appointment for a term ending January 1, 2028

Pursuant to Chino Municipal Code (CMC) Section 2.36.020 appointments to the Commission are made by the Mayor with approval of the City Council.