



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](mailto: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](http://www.cityofchino.org).

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

**TUESDAY, FEBRUARY 17, 2026**

**REGULAR MEETING**

**AGENDA**

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

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**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: 4400 Philadelphia Street, Space 10, Chino, CA 91710  
Agency Negotiator: Linda Reich, City Manager or her designee  
Negotiating Parties: Lamplighter Chino, LLC  
Under Negotiation: Price and Terms of Potential Sale of Property Interest

**FLAG SALUTE**

## **CEREMONIALS**

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

- Black Bear Diner
- Orange County's Credit Union

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

## **REPORT OUT OF CLOSED SESSION**

## **AGENDA ADDITIONS/REVISIONS**

## **INFORMATION**

Chino Police Department Presentation. Presentation from Police Chief Kevin Mensen regarding Chino Police Department Crime Statistics for 2025.

External Agency Report for February 17, 2026. Receive and file the External Agency Report for February 17, 2026 (Covering Meetings from December 1 - 31, 2025).

## **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 7774039 to 7774195, and Electronic Fund Transfers 525797E to 525859E, totaling \$3,787,893.47
2. Minutes. Approve Meeting Minutes for (a) Regular Meeting February 3, 2026 (Mayor Ulloa Absent-Excused) and (b) Special Meeting Study Session February 10, 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. City Council Meeting Cancellation and Reschedule for the Month of March, 2026. Authorize staff to cancel the March 17, 2026 regular City Council Meeting and reschedule as a special meeting on March 24, 2026.

5. Adoption of Ordinance No. 2026-001 (Second Reading), amending provisions of Chapter 8.12 of the Chino Municipal Code. Approve the adoption of Ordinance No. 2026-001, amending Chapters 8.12.030, 8.12.060, 8.12.065, 8.12.080 and 8.12.165 of the Chino Municipal Code Related to Fireworks.  
**ORDINANCE NO. 2026-001 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 8.12 (FIREWORKS) OF THE CHINO MUNICIPAL CODE**
6. Contract Amendment - Citywide Janitorial Services. Approve contract amendment No. 1 to contract No. 2026-040 with CCS Facility Services-Orange County Inc. in the amount of \$20,604.43 for a revised not-to-exceed contract amount of \$601,357.49 for Citywide janitorial services.
7. Contract Amendment - Banking Services. Approve a contract amendment with Citizens Business Bank, Inc. to continue providing banking services through August 31, 2026, in the amount of \$75,000, for a revised not-to-exceed contract amount of \$450,000.
8. Amendment to Professional Services Agreement with The Lincoln National Life Insurance Company. Approve amendment No. 2 retroactively to December 2025 with The Lincoln National Life Insurance Company, in the amount of \$70,000, for a revised not-to-exceed contract amount of \$220,000, for employee disability benefits and leave management services.
9. 2025 Sewer System Management Plan (SSMP) Update. Adopt Resolution No. 2026-013 approving the 2025 SSMP update for the City of Chino to comply with the State Water Resources Control Board's Sanitary Sewer Systems Waste Discharge Requirements (Order No. 2022-0103-DWQ).
10. Final Acceptance of Public Improvements for Tract Map No. 20249 Richland Homes of Maryland, Inc. Accept the public improvements as complete for Tract Map No. 20249 constructed by Richland Homes of Maryland, Inc., for the subdivision generally located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east Mayhew Avenue.

### **MAYOR AND COUNCIL REPORTS**

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

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

Council Member Flores

Council Member Lucio

City Manager's Report

City Attorney's Report

Director's Report

Police Chief's Report

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Fire Chief's Report

**ADJOURN**

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

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Thursday, February 12, 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](http://www.cityofchino.org) by myself or under my direction.



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Natalie Gonzaga, City Clerk.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**  
**FROM: LINDA REICH, CITY MANAGER**

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**SUBJECT**

Business of the Month.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**  
**FROM: EUNICE M. ULLOA, MAYOR**

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**SUBJECT**

Award of Mayor's Home Beautification Award.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

**TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**  
**FROM: KEVIN MENSEN, CHIEF OF POLICE**

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**SUBJECT**

Presentation from Police Chief Kevin Mensen regarding Chino Police Department Crime Statistics for 2025.

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

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

**FROM: LINDA REICH, CITY MANAGER**

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**SUBJECT**

External Agency Report for February 17, 2026.

**RECOMMENDATION**

Receive and file the External Agency Report for February 17, 2026 (Covering Meetings from December 1 - 31, 2025).

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

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

**BACKGROUND**

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

**ISSUES/ANALYSIS**

The attached Monthly Agency Report for February 17, 2026, summarizes recent discussions and actions during external meetings attended by City Council Members. It focuses on items that may affect or interest the City of Chino, its residents, and its businesses. The report covers meetings held from December 1 - 31, 2025.



# CITY OF CHINO

## MONTHLY AGENCY REPORTS

FEBRUARY 17, 2026 - Covering meetings from December 1 – December 31, 2025

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

### ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE JOINT POWERS AUTHORITY

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

#### Meeting Date: December 2, 2025

The Board of Directors took the following actions:

Staffing Enhancements - Approval was granted for the hiring of two Registered Veterinary Technician positions to bolster operational capacity. Additionally, the board approved the updated authorized position list, including established salary ranges for the Animal Resource Center of the Inland Empire (ARCIE) operations.

Vendor Management - The board approved a pre-authorized list of veterinary and medical supply vendors to streamline procurement processes.

Contract Modification - Authorization was given to the Executive Director to execute Change Order No. 6 to the construction contract with JRH Construction Company, Inc. of Irvine, California. This change order increases the contract amount by \$367,954, bringing the revised total not-to-exceed contract amount to \$4,837,642 for the temporary animal services center.

Sublease Cancellation - The Board authorized the Executive Director to cancel the sublease agreement between ARCIE and the City of Ontario for the permanent animal services center site located at 13107-13131 South Campus Avenue, Ontario, California.

Governance - The board adopted a resolution designating a regular meeting cadence and schedule for ARCIE. The new cadence for the Board Meeting will be every fourth Wednesday of the month at 9:00 a.m.

**Next anticipated meeting date: January 28, 2026**

### CHAFFEY COLLEGE CHINO COMMUNITY CENTER OVERSIGHT COMMITTEE

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

#### Meeting Date: December 16, 2025

The Chaffey College Chino Community Center is taking reservations through September 2028.

**Financial Statement** - Financial Statement update for July 1 - September 30, 2025:

- Operating net income is \$15,538
- Total equity is \$359,881

**Next anticipated meeting date: March 17, 2026****CHINO VALLEY CHAMBER OF COMMERCE**

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

**Meeting Date: December 17, 2025**

Holiday Luncheon - Council Member Christopher Flores and Ellyse Martinez attended the Chino Valley Chamber of Commerce Holiday luncheon. County Supervisor Curt Hagman was the keynote speaker. He shared insights on leadership, regional development, and the future of business in San Bernardino County, noting projects taking place in the Chino Valley.

**Next anticipated meeting date: No meeting in January due to the Board Retreat on January 16, 2026****CHINO BASIN DESALTER AUTHORITY**

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

**Meeting Date: December 16, 2025**

The Chino Basin Desalter Authority (CDA) reported that 413 acre-feet of water was delivered to the City of Chino in November.

The following CDA Technical Advisory Committee (TAC) recommendations were approved:

Construction contract with SCW Contracting Corporation for the replacement of the Chino I and II Desalters water softeners, in the amount of \$2,270,833. The water softeners are nearing the end of their life cycle, and replacement is necessary to maintain treatment efficiency, extend asset life, and ensure continued compliance with water quality standards.

Professional services agreement with Buiter Engineering, Inc. for inspection services related to the Chino I and II Desalters water softener replacement project, in the amount of \$122,800. Inspection services will be required to ensure proper construction oversight and compliance with project specifications.

A sole source purchase from D&H Water Systems for two Antiscalant Inhibitor Pump Skids for the Chino II Desalter, in the amount of \$62,700. The existing antiscalant pumps at the Chino II Desalter have reached the end of their useful life and require replacement. A consolidated skid-mounted design is the preferred solution to improve reliability and maintenance efficiency.

Rejected all bids received on November 25, 2025, for the Chino I and II Coating Projects. Staff was directed to revise and rebid the project. All four bids received failed to include the required bid bond as stipulated in the

Notice Inviting Bids.

Amendment to the professional services agreement with Tom Dodson & Associates (TDA) for environmental consulting services in the amount of \$11,805, increasing the contract total to \$70,305. CDA engaged TDA in July 2024 to prepare CEQA documentation for new extraction and monitoring wells, which was completed and filed in June 2025. Additional support from TDA is needed to prepare an environmental assessment for a pending EPA grant application for Extraction Well II-13.

A sole source purchase from Afton Pumps Inc. for a spare RO Interstage Pump and Motor for the Chino II Desalter in the amount of \$96,875. RO Trains No. 4 and No. 5 at the Chino II Desalter use interstage pumps to balance flow between the first and second stages of the reverse osmosis process, supporting stable membrane performance, higher recovery rates, and improved energy efficiency. The pumps are manufactured by Afton, and replacement parts and assemblies must be procured directly from the manufacturer to ensure compatibility and reliable operation.

**Next anticipated meeting date: January 20, 2026**

### CHINO BASIN WATERMASTER

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

**Meeting Date: December 18, 2025**

Fiscal Year 2024/25 Annual Finding of Substantial Compliance with the Recharge Master Plan - This item considered whether Chino Basin Watermaster remains in substantial compliance with the Recharge Master Plan for Fiscal Year 2024-25, as required under the Chino Basin judgment. Watermaster staff reviewed recharge operations and basin activities to confirm consistency with adopted planning and management objectives. This finding demonstrates that recharge programs continue to support basin sustainability and long-term water supply reliability. The Board adopted the finding that Watermaster is in substantial compliance with the Recharge Master Plan for Fiscal Year 2024-25.

2025 Draft Safe Yield Reevaluation Report and Peer Review Recommendation – This item reviewed the 2025 Draft Safe Yield Reevaluation Report and the associated peer review recommendations. The report is part of Watermaster’s ongoing effort to evaluate the basin conditions, groundwater extraction, and long-term yield assumptions used in basin management and assessment calculations. Input from the Pool Committees and Advisory Committee was provided to the Board, which provided direction to staff regarding continued evaluation and next steps related to the Safe Yield reevaluation process. Final adoption of the report remains pending.

Application for Local Storage Agreement – Appropriative Pool – The Board approved an application submitted on behalf of Appropriative Pool members for a Local Storage Agreement, which would allow participating parties to store water locally under Watermaster oversight, subject to conditions established in the Judgment and Watermaster rules, subject to any changes resulting from the final adoption of the Fiscal Year 2025-26 Assessment Package.

**Next anticipated meeting date: January 22, 2026**

**CHINO VALLEY INDEPENDENT FIRE DISTRICT - LIAISON TO BOARD OF DIRECTORS**

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

**Meeting Date: December 10, 2025**

Fiscal Year 2024-25 Audit Report – The Board received and files the FY 2024-25 District Annual Comprehensive Finance Report. There was discussion related to the pension liability.

2026 Community Liaisons, Standing Committees, Ad Hoc Committees, and JPA Board Member Assignments – The Board appointed representatives to various external agencies and CVFD committees.

**Next anticipated meeting date: January 14, 2026****CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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

**Meeting Date: December 18, 2025**

Board Member Compensation Adjustment – The Board approved, 4-1, with Na voting no, to adopt a Board Member Compensation Adjustment Pursuant to AB 1390. The student representative abstained. Although no figures were provided in the staff report other than a budget increase of \$31,850 for FY 2025-26, the Champion newspaper reported that the Board provided itself a raise of \$1,034 per month, increasing the \$966 monthly compensation to \$2,000 per month, equal to a 107 percent increase. The Board additionally receives health insurance, life insurance, and retirement benefits.

Election of Board Officers/Representatives – The Board unanimously approved the slate of officers and representatives for 2026, including the following:

- President – Sonja Shaw
- Vice President – Jonathan Monroe
- Clerk – Andrew Cruz
- Liaison to the City of Chino – John Cervantes
- Two Representatives to the Joint Meeting with the City of Chino – Sonja Show, John Cervantes
- Chino Valley Independent Fire District Representatives – Sonja Shaw, Jonathan Monroe

**Next anticipated meeting date: January 15, 2026****CHINO VALLEY UNIFIED SCHOOL DISTRICT – MEASURE G OVERSIGHT COMMITTEE**

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

No meeting during this reporting period.

**Next anticipated meeting date: January 28, 2026**

**CITIZEN’S COMMITTEE FOR CIM & CIW**

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

No report submitted.

**INLAND EMPIRE UTILITIES AGENCY (IEUA) REGIONAL SEWERAGE COMMITTEE**

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

**Meeting Date: December 4, 2025**

No meeting during this reporting period.

**Next anticipated meeting date: January 1, 2026****LEAGUE OF CALIFORNIA CITIES – INLAND EMPIRE DIVISION**

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

No meeting during this reporting period.

**Next anticipated meeting date: January 29, 2026****OMNITRANS BOARD OF DIRECTORS**

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

**Meeting Date: December 3, 2025**Key Performance Indicators - The Board received a report on key performance measures for the Fiscal Year 2026 Quarter 1. Systemwide ridership increased 6.6% over the prior year.**Next anticipated meeting date: January 7, 2026****ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA)  
INTER-AGENCY COLLABORATIVE (ROUNDTABLE)**

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

No meeting during this reporting period.

**Next anticipated meeting date: TBD****SAN BERNARDINO COUNTY BOARD OF SUPERVISORS**

Staff Report By: Rogelio Huerta

**Meeting Date: December 29, 2025**

No current items to report.

**Next anticipated meeting date: January 13, 2026**

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

No meeting during this reporting period.

**Next anticipated meeting date: April 15, 2026**

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

**Meeting Date: December 3, 2025**

ONT Connector Project - The SBCTA Board approved an item canceling the bids for the construction of the ONT Connector Project to construct an underground transit facility between the Ontario International Airport and the Rancho Cucamonga Metrolink Station. The Rancho Cucamonga Metrolink Station is planned to be the southern end of the Brightline High-Speed Rail connection between the Inland Empire and Las Vegas. The ONT Connector Project is intended to provide a dedicated transit link between the two locations to minimize surface impacts and reduce congestion. Due to proposals received by SBCTA far exceeding the estimated construction costs, staff recommended canceling the project and focusing instead on potential funding to enhance surface transit operations between the two locations and seek other methodologies for improving connectivity and reducing congestion.

Housing Trust Joint Powers Authority - The SBCOG Board had previously approved a framework for a Housing Trust Joint Powers Authority (HTJPA), which develops affordable regional housing throughout San Bernardino County and directs state and federal funding for affordable housing to the region. With the passage of Senate Bill 20 (SB 20), which requires the JPA to have a Board of Directors to include 3 appointed members from each jurisdiction with at least 2 housing policy experts, the previous framework, which included only 1 appointed member per jurisdiction. Staff recommended the framework be modified to account for the changes made by SB20. The Board approved the item.

**Next anticipated meeting date: January 7, 2026**

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

No meeting during this reporting period.

**Next anticipated meeting date: March 4, 2026**

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) – GENERAL ASSEMBLY**

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

No meeting during this reporting period.

**Next anticipated meeting date: May 7-8, 2026**

**SANTA ANA WATERSHED ADVISORY COUNCIL**

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

**Meeting Date: December 2, 2025**

No current items to report.

**Next anticipated meeting date: January 6, 2026**

**WATER FACILITIES AUTHORITY BOARD OF DIRECTORS**

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

No meeting during this reporting period.

**Next anticipated meeting date: January 16, 2026**

**WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

Council Representative: Chris Flores | Staff Report By: Vivian Castro

**Meeting Date: December 9, 2025**

FY 2025-26 Audit Report - The Board unanimously approved Resolution 2025-04, the District Audit Report for Fiscal Year 2024-2025.

Staff Reports - The Board received numerous staff reports, including the Field Operations Reports (showing abatement activities, service requests, inspections, and treatments, by jurisdiction and vectors), the Vector Disease and Surveillance Reports (showing vectors collected and tested, with none testing positive for West Nile Virus, Dengue, Chikungunya and Zika viruses during the period), the IT/Community Outreach Activities Report, and the Administrative Report.

**Next anticipated meeting date: January 27, 2026**

**MEMORANDUM  
CITY OF CHINO  
FINANCE DEPARTMENT**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Warrants.

**RECOMMENDATION**

Approve expenses as audited and within budget for warrants 7774039 to 7774195, and Electronic Fund Transfers 525797E to 525859E, totaling \$3,787,893.47.

**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:
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**BACKGROUND**

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

<b>NO.</b>	<b>WARRANTS</b>	<b>CHECK DATE</b>	<b>FY</b>	<b>AMOUNT</b>
1.	7774039 – 7774110	01/22/26	25-26	\$890,106.96
2.	7774111 – 7774195	01/29/26	25-26	\$1,425,445.24
3.	525797E – 525820E	01/23/26	25-26	\$593,218.30
4.	525821E – 525859E	01/30/26	25-26	\$879,122.97
<b>TOTAL</b>				<b>\$3,787,893.47</b>

**ISSUES/ANALYSIS**

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

Attachment



**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

**TO: LINDA REICH, CITY MANAGER**

**FROM: NATALIE GONZAGA, CITY CLERK**

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**SUBJECT**

Minutes.

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

**TUESDAY, FEBRUARY 3, 2026**

**MINUTES**

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

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**CALL TO ORDER**

The February 3, 2026, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:00 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

**CLOSED SESSION PUBLIC COMMENTS**

There were no requests to speak.

**CLOSED SESSION**

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

1. 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

The City Council recessed to Closed Session at 5:01 p.m. and concluded at 5:46 p.m. The City Council reconvened the meeting at 6:02 p.m.

**FLAG SALUTE**

Council Member Comstock led the Pledge of Allegiance.

**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.

Viper Athletics Team Electric athletes and coaches were presented with Certificates of Recognition.

### **REPORT OUT OF CLOSED SESSION**

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

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

The City Council received an update and no further reportable action was taken.

### **AGENDA ADDITIONS/REVISIONS**

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

### **PUBLIC ANNOUNCEMENTS**

Mayor Pro Tem Burton announced the upcoming Euclid Avenue Bridge Project public scoping meeting, Run For Russ Memorial 5K, and Chino Youth Museum DairyAire Fairy Tale 5K events.

Mayor Pro Tem Burton announced the meeting will be adjourned in memory of Troy Ament, Associate Superintendent for Chaffey College, who passed away on January 11.

### **PUBLIC COMMENTS**

Pastor Robert Harper, Chino Church of Christ, gave the invocation.

Sophia Cohen, Field Representative, 53rd District Assemblymember Michelle Rodriguez, announced upcoming events.

Melissa Compani, Representative, Fourth District San Bernardino County Supervisor Curt Hagman, announced District 4 Commission opportunities.

Harvey Luth, Chino Kiwanis Club President, announced the upcoming Chino Community Theatre fundraiser play.

### **CONSENT CALENDAR**

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.

**Motion by Council Member Comstock, seconded by Council Member Lucio, to approve the Consent Calendar items 1-9 as presented. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

### **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.

Fred Galante, City Attorney, provided a report.

Stubbie Barr, resident, spoke in support of the item.

The City Council held a discussion regarding the item. An amendment to the motion was proposed to allow the not-to-exceed fine amounts to apply, subject to the issuing officer's discretion to assess a higher amount to truck route violators, if warranted, for a first offense.

At the request of Council Member Lucio, City Manager Reich confirmed that a review can be completed by Police Chief Mensen to determine if the increased collection of fines is a priority for the Police Department in the upcoming budget to pay for additional traffic enforcement officers.

Mayor Pro Tem Burton asked Dennis Ralls, City Traffic Engineer, to look into increasing the

size of truck route signage. Mr. Ralls explained that City signage is larger than Caltrans standards and believes truck drivers are following GPS and not the signs.

**Motion by Council Member Flores, seconded by Council Member Lucio, to approve the 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. The motion includes an amendment to the resolution to allow the not to exceed fine amounts to apply, subject to the issuing officer's discretion to assess a higher amount for a first violation. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

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.

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

**Motion by Council Member Comstock, seconded by Council Member Lucio, to 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. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

**MAYOR AND COUNCIL REPORT ITEM NO. 15. PLANNING COMMISSION APPOINTMENTS, WAS MOVED AFTER NEW BUSINESS ITEM NO. 11.**

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 provided the report for Mayor Ulloa.

**Motion by Council Member Lucio, seconded by Council Member Comstock, to Approve the re-appointment of Kevin Cisneroz, Lissa Fraga, and Lawrence Vieira; and appointment of Annmarie Lemento to the Planning Commission. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

Mayor Pro Tem Burton directed the City Clerk to administer the Oath of Office to the re-appointed Commissioners and new Commissioner. City Clerk Natalie Gonzaga administered the Oath of Office to Kevin Cisneroz, Lissa Fraga, Lawrence Vieira, and Annmarie Lemento.

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.

Michele Hindersinn, Senior Engineer, and Hye Jin Lee, Director of Public Works, provided a presentation.

**Motion by Council Member Lucio, seconded by Council Member Flores, to 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. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

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.

Steven Galindo, Management Analyst, and Hye Jin Lee, Director of Public Works, provided a presentation.

Stubbie Barr, resident, spoke regarding the TDA grant funding requirements and justification with Safe Routes to School. He noted there are missing curb ramps and sidewalks blocked with utility poles at the intersection of C Street and Oaks Avenue adjacent to Allegiance STEAM Academy.

**Motion by Council Member Flores, seconded by Council Member Lucio, to 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. The motion carried by the following vote:**

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

**NOES: NONE.**

**ABSENT: ULLOA**

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.

Linda Reich, City Manager, Jackie Melendez, Assistant City Manager, and Kim Sao, Director of Finance, provided a presentation on the item.

City Manager Reich noted a correction to a number in the recommendation (3), the appropriate amount should be \$361,295 not \$361,275.

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Stubbie Barr, resident, inquired regarding the funding source for the Engineering Associate position. City Manager Reich confirmed it is the general fund.

Council Member Comstock spoke regarding the personnel recommendations in response to the City Council goals workshop and stated she will expect to see updates at the next workshop and see the City look different in 2-3 years as a result of the recommendations.

**Motion by Council Member Comstock, seconded by Council Member Lucio, to (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 \$361,295 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. 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

Mayor Pro Tem Burton reported on the Cal Cities Conference; Chino Valley Historical Society meeting; Chino Basin Watermaster meeting; City Manager meeting; Euclid Avenue Bridge Project community meeting; Animal Resource Center of the Inland Empire Board meeting; Watermaster staff meeting; Chino Desalter Authority Finance Committee meeting; City Manager meeting; Memorial plaque dedication for Jose Urioste of the Water Facilities Authority; and Closed Session.

#### Council Member Comstock

Council Member Comstock reported on City Manager meeting; Community Services, Parks & Recreation Commission meeting; Infrastructure/Streets Committee meeting; Inland Empire Cal Cities Chapter meeting; meeting with resident; City Manager meeting; and Closed Session.

#### Council Member Flores

No report.

#### Council Member Lucio

Council Member Lucio reported on City Attorney Review meeting; City Manager meeting; Infrastructure/Streets Committee meeting; Euclid Bridge Project community meeting; Lunar New Year Celebration; and City Manager meeting.

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Council Member Lucio recommended traffic enforcement at the new all-way stop sign at East Preserve Loop and Flight Avenue.

City Manager's Report

City Manager Reich thanked the City Council for their guidance and spoke regarding the first annual Lunar New Year event.

City Attorney's Report

City Attorney Galante provided an update on the New Commune DTLA LLC versus City of Redondo Beach case, stating that the supreme court declined to hear the case. He also announced Assistant City Attorney Robert Hensley will be returning to the Chino Planning Commission meetings this month.

Director's Report

Hye Jin Lee, Director of Public Works, provided an update regarding 1) the stop sign installation and refreshed striping at East Preserve Loop and 2) the Santa Ana Watershed Project Authority (SAWPA) support for the relocation of the brine line that crosses Euclid Avenue.

Police Chief's Report

Police Chief Mensen announced the upcoming Run for Russ Memorial 5K on February 7. He commended the Officers bravery who were involved in the incident that took place on Central Avenue on January 21.

Fire Chief's Report

Acting Deputy Fire Chief Greg Gabel provided an update on the new firefighter paramedics recruitment.

**ADJOURNED IN MEMORY OF TROY AMENT**

The meeting adjourned in memory of Troy Ament at 7:41 p.m. 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.

APPROVED AND ADOPTED THIS 17TH DAY OF FEBRUARY 2026.

\_\_\_\_\_  
CURTIS BURTON, MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

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(These minutes are not official until signed.)

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

**TUESDAY, FEBRUARY 10, 2026**

**MINUTES**

**6:00 PM**

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**CALL TO ORDER**

The February 10, 2026, Special Meeting Study Session 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

Also present were Assistant City Manager Jackie Melendez and City Attorney Fred Galante.

Mayor Pro Tem Burton announced Mayor Ulloa had an excused absence.

**FLAG SALUTE**

Council Member Lucio led the Pledge of Allegiance.

**PUBLIC COMMENTS**

There were no requests to speak.

**STUDY SESSION**

1. Joint Powers Authorities Evaluation for Future Insurance Consideration. Provide background, context, and comparative information on four Joint Powers Authorities to support the City's evaluation of future insurance options.

Staff Report By: Terry Doyle, Director of Human Resources/Risk Management and Krystle Murillo, Deputy Director of Human Resources/Risk Management

RECOMMENDATION: Receive and file the presentation comparing four Joint Powers Authority options and provide direction to staff to proceed with further evaluation of one or more Joint Powers Authorities for potential future participation.

Terry Doyle, Director of Human Resources/Risk Management, and Krystle Murillo, Deputy Director of Human Resources/Risk Management, provided a presentation on the item.

Four different Joint Powers Insurance Authorities for future City insurance coverage options were presented, including Public Risk Innovation, Solutions, and Management (PRISM), California Intergovernmental Risk Authority (CIRA), California Joint Powers Risk Management Authority (CJPRMA), and Public Entity Risk Management Authority (PERMA).

The recommendation by Staff was to proceed with further evaluation of PRISM due to coverage offerings, training and resource options, third party administrator options, and discretion regarding assigned attorneys.

City Council members asked questions, provided comments, and discussed the options with Staff.

The City Council members agreed with Staff's recommendation to proceed with further evaluation of PRISM at a \$1 million deductible level. They expressed appreciation of not being locked in a long term membership with PRISM, providing the ability to leave the membership in the future if a different direction is decided in future years.

**ADJOURN**

The meeting adjourned at 6:40 p.m. 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.

APPROVED AND ADOPTED THIS 17TH 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**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO: LINDA REICH, CITY MANAGER**

**FROM: NATALIE GONZAGA, CITY CLERK**

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**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:

CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

TITLE: ELECTED CITY OFFICIALS' REPORT REGARDING TRAVEL, TRAINING, AND MEETINGS.

PAGE: 2

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### **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

<b>Event Date</b>	<b>Meeting Purpose and Subject Matter</b>	<b>Location</b>	<b>City Official Attendees</b>
None.			

**MEMORANDUM  
CITY OF CHINO  
ADMINISTRATION DEPARTMENT**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO:           MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**  
**FROM:       LINDA REICH, CITY MANAGER**

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**SUBJECT**

City Council Meeting Cancellation and Reschedule for the Month of March, 2026.

**RECOMMENDATION**

Authorize staff to cancel the March 17, 2026 regular City Council Meeting and reschedule for Tuesday, March 24, 2026.

**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
- Public Service Excellence through Internal and External Partnerships

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

**BACKGROUND**

A conflict has been identified due to a conference that will result in a lack of quorum for the regular City Council Meeting on Tuesday, March 17, 2026.

**ISSUES/ANALYSIS**

Staff recommends the City Council cancel the March 17, 2026 regular City Council meeting, due to the anticipated lack of quorum. In order to ensure the continuation of City business, it is recommended the meeting be rescheduled as a special meeting on Tuesday, March 24, 2026 at 6:00 p.m. (with closed session no earlier than 4:00 p.m., if necessary).

Overall, staff recommends the City Council approve the following:

- Cancel the March 17, 2026 regular City Council meeting
- Schedule a special City Council meeting on March 24, 2026

If approved, the City Clerk's office will proceed with the meeting cancellation and move forward with the special meeting scheduling.

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

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Adoption of Ordinance No. 2026-001 (Second Reading), amending provisions of Chapter 8.12 of the Chino Municipal Code.

**RECOMMENDATION**

Approve the adoption of Ordinance No. 2026-001, amending Chapters 8.12.030, 8.12.060, 8.12.065, 8.12.080 and 8.12.165 of the Chino Municipal Code Related to Fireworks.

**FISCAL IMPACT**

No fiscal impact.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image

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

CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026  
TITLE: ADOPTION OF ORDINANCE NO. 2026-001 (SECOND READING), AMENDING PROVISIONS OF CHAPTER 8.12 OF THE CHINO MUNICIPAL CODE.  
PAGE: 2

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**BACKGROUND**

Ordinance No. 2026-001 was introduced on first reading by the City Council at its January 20, 2026 meeting. The Ordinance will amend provisions of Chapters 8.12.030, 8.12.060, 8.12.065, 8.12.080 and 8.12.165 of the Chino Municipal Code relating to Fireworks.

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

**ISSUES/ANALYSIS**

**ORDINANCE NO. 2026-001**

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

Attachment: Ordinance No. 2026-001

ORDINANCE NO. 2026-001

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

**WHEREAS**, the City of Chino has adopted a fireworks ordinance, codified at Chapter 8.12 of the Chino Municipal Code ("Fireworks Ordinance"), which is aimed at regulating the sale and use of fireworks, as well as ensuring the safety of the community; and

**WHEREAS**, all Fireworks Ordinance Sections were reviewed to ensure they were achieving their aim, while continuing to adhere to legal requirements; and

**WHEREAS**, the City Council now desires to amend Chapter 8.12 of the Chino Municipal Code to amend and add various sections, to include Section 8.12.030, 8.12.060, 8.12.065, 8.12.080 and 8.12.165.

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 8.12.030 - E of the Chino Municipal Code, entitled "Sales of fireworks—Retail permit required" is hereby amended as follows (new text in **bold underline**, deleted text in **~~bold strike through~~**):

8.12.030 - Sales of fireworks—Retail permit required.

E. The maximum number of permits that may be issued in one calendar year shall not exceed one for every two thousand five hundred residents of the city, or a fraction thereof, based on the latest estimate of the California Department of Finance or the U.S. Bureau of the Census. However, despite increases in population within the city, the maximum number of permits shall never exceed ~~twenty-five~~ **twenty-four** permits per year. **Provided that, this maximum number shall be reduced by attrition, such as when permits are surrendered, revoked or not renewed the following year, to a total of twenty permits. Once so reduced, no new permits shall be issued to replace those permits once they are vacated. Once the total number of active permits equals twenty, that number shall become the permanent maximum limit.** If the number of ~~returning~~ applications ~~falls below~~ **twenty**, new applications shall be accepted up to the maximum of **twenty permits.** ~~If the number of new applications exceeds the number of permits available to be issued, permits will be granted by a drawing supervised by the City of Chino Tax and License Collector. for retail permits exceeds the number of permits to be issued, the permittee during the preceding year shall have first priority for the available permits such that any drawing for new permits shall first be conducted from a pool of preceding year permittees followed by a drawing of the new permittees. If additional permits remain available, a drawing for the remaining permits will be conducted. Any remaining permits, after deducting priority applicants, may be granted by a drawing supervised~~

~~by the city of Chino Tax and License Collector.~~ Only one participating organization in a joint venture shall be deemed to be the permittee.

Section 3. Section 8.12.060 - B of the Chino Municipal Code, entitled "Retail permit—Prerequisites to issuance," is hereby amended as follows (new text in **bold underline**, deleted text in **bold strike through**):

8.12.060 - Retail permit—Prerequisites to issuance.

B. All applying organizations shall be required to demonstrate how revenues received will **provide direct and measurable community services and benefits to the residents of Chino** ~~benefit the community of Chino.~~ Self-profit seeking organizations shall be prohibited from participating, ~~unless special circumstances as observed and approved by the community services, parks, and recreation commission permit.~~

Section 4. Section 8.12.065 of the Chino Municipal Code, entitled "Fireworks Wholesaler Business License Requirement," is hereby added as follows (new text in **bold underline**):

**8.12.065 – Fireworks Wholesaler Business License Requirement.**

- A. **Any person or entity engaged in the wholesale distribution of fireworks within the city shall obtain and maintain a valid business license pursuant to the provisions of Section 5.04.040 of this code.**
- B. **No Person or entity shall operate as a fireworks wholesaler within the city limits without a current and active business license.**
- C. **Compliance with this section is a condition of the issuance and maintenance of any permits under this chapter. This chapter shall be enforced in accordance with Section 8.12.200.**

Section 5. Section 8.12.080 - E, I, J, and K of the Chino Municipal Code, entitled "Temporary fireworks stands," is hereby amended as follows (new text in **bold underline**, deleted text in **bold strike through**):

8.12.080 - Temporary fireworks stands.

All retail sales of safe and sane fireworks shall be permitted only from within a temporary fireworks stand, and sales from and/or storage at any other building or structure is prohibited except as defined in this chapter. Temporary stands shall be subject to the following provisions:

- A. Rental for each fireworks stand shall not exceed the sum of one thousand dollars and rent shall be paid only to the owner of the property on which the stand is placed. No form of compensation other than legal tender shall be permitted, and no additional

- payment, in any form whatsoever, shall be made to any property owner or to any other party, either directly or through any intermediary.
- B. A minimum distance of two hundred feet shall be maintained between all fireworks stands.
  - C. No fireworks stand shall be located within twenty-five feet of any building, fifteen feet of a curb line, nor within one hundred feet of any gasoline pump. The building official may authorize stands to be located within ten feet of a curb line if it is determined that such placement will not be a hazard to operators or disrupt the normal flow of traffic. No trailer, vehicle, camper, or other object shall be parked within twenty-five feet of the stand.
  - D. Fireworks stands shall be erected under the supervision of the building official, who shall require that stands be constructed in a manner that will reasonably insure the safety of attendants and patrons. A permit to operate shall be received from the fire district following an inspection for compliance with this chapter and state fire marshal's requirements.
  - E. No stand shall have a floor area in excess of four hundred square feet. **Any fireworks stands greater than one hundred twenty (120) square feet require a building permit for a temporary structure.**
  - F. Each stand must have at least two exits, and each stand in excess of forty feet in length must have at least three exits spaced approximate equal distance apart and in no case shall the distance between exits exceed twenty-five feet.
  - G. Each stand shall be provided with a two and one-half-gallon (2½) water pressure type fire extinguisher which must be mounted at each exit. The extinguisher must bear evidence that they have been inspected by a state licensed agency. Extinguishers shall be in good working order and easily accessible.
  - H. All electrical wiring must be three-wire, two conductors and a ground wire. Temporary wiring must be protected from damage and if susceptible to moisture, be protected by waterproof components. All extension cords and wiring shall comply with the Uniform Electrical Code.
  - I. **The location of each fireworks stand shall have an accessible route for persons with disabilities. The route shall be at least four-feet wide and be a firm, stable, and slip-resistant surface, such as asphalt, concrete, or flat, compacted dirt without holes, rutting or other obstacles. The accessible route shall connect the fireworks stand to the off-street parking spaces.**
  - J. ~~I.~~ **A minimum of eight off-street parking spaces, each at least nine feet by nineteen feet in size, shall be provided, and they shall be located a minimum of twenty-five feet from each stand. one of which shall be an accessible parking space for persons with disabilities, shall be provided within 25-feet from each fireworks stand. A temporary accessible parking space (9x19) with an adjacent access aisle (8x19) can be used for the duration the fireworks stand is operational.**
  - K. ~~J.~~ A maximum of two signs, not to exceed forty-eight square feet each in area, shall be permitted for each stand.

Section 6. Section 8.12.165 of the Chino Municipal Code, entitled "Surcharge" is hereby amended

as follows (new text in **bold underline**, deleted text in **~~bold strike through~~**):

8.12.165 – Surcharge.

- A. The city shall assess a surcharge on all sales of fireworks that occur in the city. The **assessment surcharge** shall be paid by each stand operator at the time financial statements are due **and shall be 4.25% of the gross revenue on the sale of fireworks.** **No additional fees will be charged if the actual surcharge exceeds this amount, nor will any refund be issued if the actual surcharge is lower.** ~~The amount due will be ten percent of the gross revenue on the sale of fireworks.~~
- B. The **assessment surcharge** is intended to raise sufficient funds for the city to pay for the cost of processing and issuing permits under this chapter; inspection of stands; a public education and awareness campaign; enforcing the provisions of this chapter; including extra personnel time; and cleanup of the trash and debris left behind each year. ~~Therefore, the amount of the assessment shall be determined each year as soon as reasonably possible after the stand operators submit their sales reports to the city, and the assessment shall not be more than ten percent of the gross revenue on the sale of the fireworks sold in the city that year. After the finance department determines each stand operator's share of the total annual sales volume, each stand operator may receive a partial refund of the surcharge if it is determined that the actual cost for services was less than ten percent.~~
- C. Failure by any booth operator to pay the amount ~~assessed to it~~ **assessed** by the city's finance department shall bar the booth operator from selling its goods in the future until the **assessment surcharge** is paid in full. Furthermore, if the **assessment surcharge** is not paid by the due date, it shall be subject to a ten percent penalty for each month or portion of a month that it is late.
- D. ~~The ten percent~~ **The** surcharge **imposed pursuant to this chapter is a regulatory fee and is not a tax. The surcharge shall not be represented, advertised, or and shall not be charged as a tax or listed as a tax on any signage, sales receipt, or other documentation provided given to purchasers of fireworks. It shall not be charged as a tax to any purchaser of fireworks. Failure to adhere to these requirements could result in the booth operator's loss of its permit in the sole discretion of the Community Services, Parks & Recreation Commission.**

Section 7. Severability If any court of competent jurisdiction holds any section, subsection, sentence, clause, phrase or portion of this ordinance invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have enacted this ordinance and each section, sentence, clause or phrase hereof irrespective of any determination of invalidity.

Section 8. This ordinance shall become effective 30 days after adoption.

Section 9. The City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Chino.

ADOPTED THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2026.

By: \_\_\_\_\_  
EUNICE M. ULLOA, MAYOR

ATTEST:

By: \_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

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

I, Natalie Gonzaga, City Clerk of the City of Chino do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by said City Council at a regular meeting held on the 17<sup>th</sup> day of February 2026, by the following votes:

AYES:                    COUNCILMEMBERS:

NOES:                   COUNCILMEMBERS:

ABSENT:                COUNCILMEMBERS:

By: \_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

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

---

CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO: LINDA REICH, CITY MANAGER**

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

---

**SUBJECT**

Contract Amendment – Citywide Janitorial Services.

**RECOMMENDATION**

Approve contract amendment No. 1 to contract No.2026-040 with CCS Facility Services-Orange County Inc. in the amount of \$20,604.43 for a revised contract amount not to exceed \$601,357.49 for citywide janitorial services and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds are included in the Fiscal Year 2025-26 Custodial Maintenance Budget.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 6507030-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

**BACKGROUND**

On June 17, 2025, City Council awarded a Citywide Janitorial Services contract to CCS Facility Services–Orange County Inc. The contract provides for scheduled janitorial services at City facilities, including routine cleaning and maintenance of offices, restrooms, and common areas to ensure sanitary, clean, and presentable conditions. Services include, but are not limited to, dusting, vacuuming, mopping, trash removal, restroom sanitation, and replenishment of consumable supplies.

Subsequent to the contract award, the City expanded operations at City Hall South resulting in a need for additional janitorial services. Specifically, janitorial coverage was expanded to include the entire first floor of City Hall South, increasing the service area from approximately 5,495 square feet to 14,027 square feet. In addition, nightly janitorial services will be added for the basement breakroom, Monday through Friday.

The increased services are a result of the expansion of first floor office space at City Hall South to accommodate the relocation of Building Inspectors and Code Compliance Inspectors from City Hall, as well as for future staff. The addition of personnel necessitated the use of additional office space, conference room, restrooms, and breakroom; thereby increasing the scope and frequency of janitorial services required at the facility.

**ISSUES/ANALYSIS**

The additional janitorial services of the first floor of City Hall South require an amendment of the existing contract. CCS Facility Services–Orange County Inc. has provided a proposal with an increased amount of \$20,604.43 to include additional services. Therefore, staff recommends City Council approve a contract amendment in the amount of \$20,604.43, for a total contract amount not-to-exceed \$601,357.49.

Attachment: CCS Facility Services-Orange County Inc. - Contract Amendment

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR SERVICES** (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **CCS FACILITY SERVICES-ORANGE COUNTY, INC.**, a janitorial services provider (“Consultant”) is effective as of the 17<sup>th</sup> day of February, 2026.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2025 (“Agreement”) whereby Consultant agreed to provide janitorial services.

B. City and Consultant now desire to amend the Agreement to increase compensation by \$20,604.43 for a not-to-exceed amount of \$601,357.49 starting February 17, 2026 and update scope of services to reduce square footage for City Hall South Basement one-time cleaning, add City Hall South Basement Breakroom, increase footage for City Hall South first floor, decrease services from seven to six days for the Ayala Park Operations Center, and add as-needed day porter services hourly rate for regular, after-hours, and holidays.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section 1.1, Scope of Services, is hereby revised to read in its entirety as follows:

“In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specific in the revised “Scope of Services” attached hereto as Exhibit “A-1A” and incorporated herein by this reference, which may be referred to herein as “services” or “work” hereunder.”

(b) Section 2.1, Contract Sum, is hereby revised to read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in the revised “Schedule of Compensation” attached hereto as Exhibit “A-1A” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred One Thousand Three Hundred Fifty-Seven Dollars and Forty-Nine Cents (\$601,357.49) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CHINO, a municipal corporation

\_\_\_\_\_  
Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Silvia Avalos, Department Director

**CONSULTANT:**

CCS Facility Services-Orange County, Inc.

By: \_\_\_\_\_

Name: Cameron Hall  
Title: Regional Vice President

By: \_\_\_\_\_

Name:  
Title:

Address: 3001 Red Hill Ave. Bld 6-220  
Costa Mesa, CA 92626

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

# Exhibit A-1A

Janitorial Services - CCS Facility Services

CHINO SITE	Service	Square Footage	November-December 2024		January-June 2025		CHINO CONTRACT PPSF	RANCHO CUCAMONGA PROPOSED JAN-JUNE PPSF	Monthly Billing Jan-June 2025	RANCHO CUCAMONG A 2025-2026 FISCAL YEAR	2025-2026 PPSF	CITY OF CHINO PROPOSED MONTHLY BILLING	Equivalent site
			Monthly Cost	6-Month Cost	Monthly Cost	6-Month Cost							
City Hall	Mon.-Fri.	39,493	\$4,906.52	\$9,813.04	\$5,053.72	\$30,322.32	\$ 0.1280	\$ 0.1207	\$ 4,766.81	3.00%	\$ 0.1243	\$ 4,909.81	City of Rancho Cucamonga - City Hall
OPD	Mon.-Fri.	14,027	\$1,422.13	\$2,844.26	\$1,464.79	\$8,788.74	\$ 0.1044	\$ 0.3019	\$ 4,234.75	3.00%	\$ 0.3110	\$ 4,361.79	City of Rancho Cucamonga - Victoria Gardens Police Substation
OPD	Annual	14,027	\$199.61	\$399.22	\$205.60	\$1,233.60	\$ 0.0147	\$ 0.0536	\$ 751.85	3.00%	\$ 0.0552	\$ 774.40	City of Rancho Cucamonga - Family Resource Center - 1x/week
City Hall South Basement Breakroom	Mon.-Fri.	820						\$ 0.3019	\$ 247.56	3.00%	\$ 0.3110	\$ 255.02	City of Rancho Cucamonga - Victoria Gardens Police Substation
NAC	Mon.-Sat.	15,000	\$3,401.29	\$6,802.58	\$3,503.33	\$21,019.98	\$ 0.2336	\$ 0.2283	\$ 3,424.50	3.00%	\$ 0.2351	\$ 3,527.24	City of Rancho Cucamonga - Archibald Library
NAC - Weekly Gym Floor Cleaning							\$ 34.00	17.3	\$ 588.88	3.00%	\$ 35.02	\$ 606.55	Hourly Rate in RC contract
CYM	Mon.-Sun.	4,900	\$1,528.10	\$3,056.20	\$1,573.94	\$9,443.64	\$ 0.3212	\$ 0.3019	\$ 1,479.31	3.00%	\$ 0.3110	\$ 1,523.69	City of Rancho Cucamonga - Victoria Gardens Police Substation
SC	Mon.-Sun.	12,980	\$2,891.83	\$5,783.66	\$2,978.58	\$17,871.48	\$ 0.2295	\$ 0.2283	\$ 2,963.33	3.00%	\$ 0.2351	\$ 3,052.23	City of Rancho Cucamonga - Archibald Library
SC - Monthly Kitchen Deep Cleaning	Monthly						\$ 34.00	8	\$ 272.00	3.00%	\$ 35.02	\$ 280.16	Hourly Rate in RC contract
Theater	Mon.-Sat.	4,990	\$1,096.47	\$2,192.94	\$1,129.36	\$6,776.16	\$ 0.2263	\$ 0.2283	\$ 1,139.22	3.00%	\$ 0.2351	\$ 1,173.39	City of Rancho Cucamonga - Archibald Library
COCC	Mon.-Sat.	20,000	\$3,486.88	\$6,973.76	\$3,591.49	\$21,548.94	\$ 0.1796	\$ 0.1929	\$ 3,858.00	3.00%	\$ 0.1987	\$ 3,973.74	City of Rancho Cucamonga - Family Sports Center
FS	Mon.-Wed.-Fri.	5,222	\$563.99	\$1,127.98	\$580.91	\$3,485.46	\$ 0.1112	\$ 0.1207	\$ 630.30	3.00%	\$ 0.1243	\$ 649.20	City of Rancho Cucamonga - City Hall
MVP	Mon.-Fri.	4,628	\$923.67	\$1,847.34	\$951.38	\$5,708.28	\$ 0.2056	\$ 0.2050	\$ 948.74	3.00%	\$ 0.2112	\$ 977.20	City of Rancho Cucamonga - Central Park Community Center
CB	Mon.-Sun.	11,889	\$2,460.45	\$4,920.90	\$2,534.26	\$15,205.56	\$ 0.2132	\$ 0.2283	\$ 2,714.26	3.00%	\$ 0.2351	\$ 2,795.69	City of Rancho Cucamonga - Archibald Library
APOC	Mon.-Sat.	1,473	\$886.48	\$1,772.96	\$913.07	\$5,478.42	\$ 0.6199	\$ 0.4766	\$ 702.03	3.00%	\$ 0.4909	\$ 723.09	City of Rancho Cucamonga - Animal Care
PWSC	Mon.-Fri.	17,254	\$2,164.42	\$4,328.84	\$2,229.35	\$13,376.10	\$ 0.1292	\$ 0.1207	\$ 2,082.56	3.00%	\$ 0.1243	\$ 2,145.03	City of Rancho Cucamonga - City Hall
Eastside Water Treatment	Wed.		\$75.00	\$150.00	\$77.25	\$463.50	\$ 34.00	14	\$ 471.10	3.00%	\$ 35.02	\$ 485.24	Hourly Rate in RC contract
Liberty	June & July		\$61.67	\$123.34	\$63.52	\$63.52	\$ 34.00	2	\$ 63.75	3.00%	\$ 35.02	\$ 65.66	Hourly Rate in RC contract
EPIC Building	Weekly	15,405					\$ 34.00	16	\$ 531.46	3.00%	\$ 35.02	\$ 547.41	Hourly Rate in RC contract
Day Porter - NAC, Museum, Senior Center, Public Works			\$11,140.17	\$22,280.34	\$11,474.38	\$68,846.28	\$ 34.00	407	\$ 13,838.68	3.00%	\$ 35.02	\$ 14,253.84	Hourly Rate in RC contract
Day Porter - City Hall							\$ 34.00	87	\$ 2,944.40	3.00%	\$ 35.02	\$ 3,032.73	Hourly Rate in RC contract
<b>TOTAL RECURRING MONTHLY BILLING:</b>									\$ 48,653.48			\$ 50,113.12	
<b>TOTAL ANNUAL:</b>									\$ 583,841.81			\$ 601,357.49	
<b>ADD ON SERVICES:</b>													
Biannual exterior window cleaning							\$ 34.00	TBD		3.00%	\$ 35.02		Hourly Rate in RC contract
Biannual kitchen deep cleaning							\$ 34.00	8	\$ 272.00	3.00%	\$ 35.02	\$ 280.16	Per Occurrence at Hourly Rate in RC Contract
As-Needed Day Porter Services (4hr min)											\$ 42.00		

COMPARABLE SITES WITH SF				2024-2025 FISCAL YEAR PPSF
Job Site	Annual Cost	Monthly Cost	SF	PPSF
City of Rancho Cucamonga - Animal Care	\$ 31,456.32	\$ 2,621.36	5,500	\$ 0.4766
City of Rancho Cucamonga - Archibald Library	\$ 68,480.28	\$ 5,706.69	25,000	\$ 0.2283
City of Rancho Cucamonga - Central Park Community Center	\$ 140,243.52	\$ 11,686.96	57,000	\$ 0.2050
City of Rancho Cucamonga - City Hall	\$ 144,877.92	\$ 12,073.16	100,000	\$ 0.1207
City of Rancho Cucamonga - Fleet / Corporate Yard	\$ 12,044.04	\$ 1,003.67	6,000	\$ 0.1673
City of Rancho Cucamonga - Lions Center East - Every Other Week	\$ 5,074.68	\$ 422.89	12,000	\$ 0.0352
City of Rancho Cucamonga - Lions Center West - 1x/week	\$ 7,488.00	\$ 624.00	10,000	\$ 0.0624
City of Rancho Cucamonga - Pau Biane Library	\$ 76,613.04	\$ 6,384.42	35,000	\$ 0.1824
City of Rancho Cucamonga - Public Safety - Admin	\$ 89,472.24	\$ 7,456.02	40,000	\$ 0.1864
City of Rancho Cucamonga - Public Works Admin	\$ 59,946.36	\$ 4,995.53	29,000	\$ 0.1723
City of Rancho Cucamonga - Family Resource Center - 1x/week	\$ 7,074.12	\$ 589.51	11,000	\$ 0.0536
City of Rancho Cucamonga - Victoria Gardens Cultural Center	\$ 125,672.88	\$ 10,472.74	67,000	\$ 0.1563
City of Rancho Cucamonga - Victoria Gardens Police Substation	\$ 12,680.52	\$ 1,056.71	3,500	\$ 0.3019
City of Rancho Cucamonga - Family Sports Center	\$ 71,750.76	\$ 5,979.23	31,000	\$ 0.1929
City of Rancho Cucamonga - Hourly Rate				\$ 34.00

**CONTRACT AMOUNT:**  
 Existing Contract Amount: \$ 580,753.06  
 Contract Amount Increase: \$ 20,604.43  
 Total Contract Amount: \$ 601,357.49

**MEMORANDUM  
CITY OF CHINO  
FINANCE DEPARTMENT**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO:** LINDA REICH, CITY MANAGER  
**FROM:** KIM SAO, DIRECTOR OF FINANCE

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**SUBJECT**

Contract Amendment - Banking Services.

**RECOMMENDATION**

Approve a contract amendment with Citizens Business Bank, Inc. to continue providing banking services through August 31, 2026, in the amount of \$75,000, for a revised not-to-exceed contract amount of \$450,000 and authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

The cost of banking services fluctuates based on transaction volume and service utilization. The projected cost for the amendment period is approximately \$75,000. Sufficient funds have been appropriated in the Fiscal Year 2025–26 budget and will be incorporated into future budgets.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Financial Stability
- Responsible Long-Range Planning

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

## **BACKGROUND**

The City of Chino has maintained a long-standing banking relationship with Citizens Business Bank (CBB) since 2000 through multiple competitive procurement processes. Most recently, on March 21, 2023, the City Council approved a banking services agreement utilizing competitively bid pricing obtained through a cooperative agreement. The current agreement is scheduled to expire in February 2026.

CBB provides the City's core depository, treasury management, and merchant processing services. The City is satisfied with CBB's performance, service levels, and familiarity with municipal banking requirements. CBB has consistently demonstrated reliability, financial stability, and responsiveness in supporting the City's financial operations.

As the current agreement approaches expiration, staff believes it is prudent to conduct a formal competitive solicitation for banking services. While there are no identified deficiencies with the City's existing provider, issuing a Request for Proposals will allow the Finance Department to evaluate market conditions, assess available service models and technologies, and confirm the competitiveness of current pricing. This process will ensure the City is positioned to make a fully informed long-term banking decision.

## **ISSUES/ANALYSIS**

A competitive solicitation process requires adequate time for RFP development, vendor response, evaluation, interviews, and transition planning. To ensure uninterrupted banking operations during this period, staff recommends a six-month extension of the existing agreement with Citizens Business Bank in the amount of \$75,000, for a revised not-to-exceed contract amount of \$450,000.

Extending the agreement will allow the City to maintain stable banking operations while completing a thorough and deliberate evaluation of available banking service options. This approach ensures continuity of service, mitigates operational risk, and positions the City to make a fully informed long-term banking decision.

Attachments: Citizens Business Bank Contract Amendment  
Citizens Business Bank Pricing Sheet

**AMENDMENT NO. 3**  
**TO AGREEMENT FOR SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR SERVICES** (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **Citizen’s Business Bank** (“Service Provider”) is effective as of the 1st day of March 2026.

**RECITALS**

- A. City and Service Provider entered into that certain Agreement for Contractual Services dated March 1, 2023 (“Agreement”) whereby Service Provider agreed to provide banking services.
- B. On March 1, 2024, the City and Service Provider entered into a first amendment to the Agreement to renew for one additional year.
- C. On March 1, 2025, the City and Service Provider entered into a second amendment to the Agreement to renew for one additional year.
- D. City and Service Provider now desire to amend the Agreement to extend the term.

**TERMS**

- 1. **Contract Changes.** The Agreement is amended as provided herein.

**Term:**

- A. The term of this Contract/Agreement shall commence as of March 1, 2026, and continue through August 31, 2026.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Service Provider each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Service Provider represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Service Provider that, as of the date of this Amendment, Service Provider is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY OF CHINO**, a municipal corporation:

\_\_\_\_\_  
Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Kim Sao, Finance Director

**SERVICE PROVIDER:**

By: \_\_\_\_\_  
Citizens Business Bank  
Arthur Sanchez, Senior Vice President  
Address: 701 N. Haven Ave.,  
Ontario, Ca 91764

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

City of Placentia RFP  
Banking Services Pricing Form  
September 2022



A Financial Services Company

Banking Service	Initial Setup Fee	Monthly Fee	Activity Fee - Unit Cost
<b>Account Services</b>			
Account Maintenance	\$0.00	\$17.00 (Per Acct.)	\$0.00
Electronic Credits/Debits	\$0.00	\$0.00	\$0.05
Checks Paid	\$0.00	\$0.00	\$0.05
Furnished Currency	\$0.00	\$0.00	\$1.50 (Per \$1000)
Deposits	\$0.00	\$0.00	\$1.50
Currency Deposits	\$0.00	\$0.00	\$1.85 (Per \$1000)
Check Deposits On Us/Transit	\$0.00	\$0.00	\$0.05
Deposit Error Corrections	\$0.00	\$0.00	\$1.50
NSF Item Charge	\$0.00	\$0.00	\$18.00
Returned Deposit Item – ACH	\$0.00	\$0.00	\$2.00
Returned Deposit Item – Check	\$0.00	\$0.00	\$2.50
Returned Deposit Item – Redeposit	\$0.00	\$0.00	\$1.50
Wires Incoming	\$0.00	\$0.00	\$7.50
Wires Outgoing	\$0.00	\$0.00	\$7.50
Stop Payment Order/Renewal – Manual	\$0.00	\$0.00	\$10.00
FDIC Deposit Protection Insurance	\$0.00	\$0.00	\$0.012 (Per \$100/Balances)
<b>Online Banking Services</b>			
Online Banking - Monthly Maintenance	\$0.00	\$100.00	\$0.00
Cash Management Online Wire	\$0.00	\$0.00	\$7.50
View Cleared Check Images & eStatements	\$0.00	\$0.00	\$0.00
Online Stop Payments	\$0.00	\$0.00	\$10.00
Online Banking – ACH Module	\$0.00 (\$100.00 Per Setup Waived)	\$50.00	\$0.00
ACH Input File	\$0.00	\$0.00	\$0.00
ACH Credits/Debits	\$0.00	\$0.00	\$0.05
Online ACH Reversal	\$0.00	\$0.00	\$25.00
<b>Positive Pay / Account Reconciliation</b>			
Positive Pay – Initial Setup & Monthly Maintenance	\$0.00 (\$50.00 Per Setup Waived)	\$50.00 (Per Acct.)	\$0.00
Positive Pay Item	\$0.00	\$0.00	\$0.08
Positive Pay – Exception Item	\$0.00	\$0.00	\$2.00
Information Reporting BA12 - MAINT	\$0.00	\$0.00	\$60.00
Positive Pay – Payee Match (Must utilized Check Positive Pay)	\$0.00	\$10.00 (Per Acct.)	\$0.02
Positive Pay – ACH (Only) OR Positive Pay – ACH (With Positive Pay-Check)	\$0.00 (\$50.00 Per Setup Waived)	\$45.00 (Per Acct.) \$25.00 (Per Acct.)	\$0.00 \$0.00
Account Reconciliation – Full Initial Setup & Monthly Maintenance	\$0.00 (\$100.00 Per Setup Waived)	\$100.00 (Per Acct.)	\$0.00
Account Reconciliation – Partial Initial Setup & Monthly Maintenance	\$0.00 (\$100.00 Per Setup Waived)	\$60.00 (Per Acct.)	\$0.00
Per Item (Full & Partial)	\$0.00	\$0.00	\$0.08

Banking Service (Continued)	Initial Setup Fee	Monthly Fee	Activity Fee - Unit Cost
<b>Remote Deposit Capture (RDC) Services</b>			
Remote Deposit Capture – Initial Setup & Monthly Maintenance	\$0.00 (\$100.00 Per Setup Waived)	\$50.00	\$0.00
RDC Multi-feed Scanner – Monthly Maintenance	\$0.00	\$50.00	\$0.00
RDC Deposit	\$0.00	\$0.00	\$1.50
RDC Delete Deposit	\$0.00	\$0.00	\$8.00
<b>TTAX TAX Payment Services</b>			
TTAX Plus Tax Payments – Telephone or Online	\$0.00 (\$20.00 Per Setup Waived)	\$10.00	\$0.00
Federal Tax Payment / State Tax Payment Fee	\$0.00	\$0.00	\$3.00
Payment Receipt – Fax	\$0.00	\$0.00	\$3.00 (Per Page)
Payment Receipt – Mailed	\$0.00	\$0.00	\$3.00
TTAX Quarterly Statement	\$0.00	\$0.00	\$18.00 (Per Statement)
File Maintenance	\$0.00	\$0.00	\$7.50
Modification/Change Request	\$0.00	\$0.00	\$2.00
<b>Sweep Account</b>			
Sweep - Monthly Maintenance	\$0.00	\$50.00	\$0.00
<b>Zero (Target) Balance Account (ZBA)</b>			
Master Account	\$0.00	\$25.00 (Per Acct.)	\$0.00
Secondary/Subsidiary Account	\$0.00	\$10.00 (Per Acct.)	\$0.00
<b>Smart Safe Advance Credit Option</b>			
Smart Safe Advance Credit Option	\$250.00 Per Setup – Armored Carrier Fee	\$30.00	\$0.00
Smart Safe Deposit			\$2.00
<b>Commercial / Procurement Card</b>			
See the Business Credit (Procurement) Cards Section on Pages 22-23 of the RFP	\$0.00	\$0.00	\$0.00
<b>Courier Services (Armored Carrier)</b>			
Brinks: The rate for once a week monthly service is \$203.70 plus Fuel Surcharge			
Sectran: The rate for once a week monthly service is \$174.08 with the Fuel Surcharge at 25%			
<b>Deposit Account Control Agreement (DACA)</b>			
See the Conversion Plan Section on Pages 29-30 of the RFP	\$0.00 *	\$150.00	\$0.00

\* The normal set up fee for a Deposit Account Control Account (DACA) is \$750.00. Citizens Business Bank will review the requirements of your DACA and if it is a basic or semi basic agreement we will waive the \$750.00. However, if the requirements of your DACA require extensive legal review or monitoring then a \$750.00 fee for set up will be incurred.

The Pricing Quote expires Ninety days after submission of Banking Proposal.

**MEMORANDUM  
CITY OF CHINO  
HUMAN RESOURCES DEPARTMENT**

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**CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026**

**TO: LINDA REICH, CITY MANAGER**

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

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**SUBJECT**

Amendment to Professional Services Agreement with The Lincoln National Life Insurance Company.

**RECOMMENDATION**

1) Approve contract amendment No.2 retroactively to December 2025 with The Lincoln National Life Insurance Company, in the amount of \$70,000 for a revised not-to-exceed contract amount of \$220,000, for employee disability benefits and leave management services, and 2) authorize the City Manager to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

Sufficient funds exist in the 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
- Financial Responsibility
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure: 6305010-43535
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

**BACKGROUND**

The City of Chino has contracted with The Lincoln National Life Insurance Company (Lincoln) since FY 23-24 to provide disability benefits and leave management services to employees. This partnership has benefited the City greatly by providing a dedicated point of contact for all disability benefits and leave management services.

Previously, City staff would manage the disability leave process, including numerous, varied interactions with employees and employees' physicians to obtain information and updates to qualify for an employee's leave. Lincoln handles the entire process from start to finish, including issuing disability leave payments directly to employees. This has standardized the approval procedures for the City, resulting in an overall more efficient and improved leave management process.

**ISSUES/ANALYSIS**

Staff recommends that the City Council approve retroactively to December 2025 Amendment No. 2 to the professional services agreement with The Lincoln National Life Insurance Company in the amount of \$70,000, bringing the total not-to-exceed contract amount to \$220,000 for continued services in FY2025-26.

Attachments: Lincoln Amendment 2  
Scope of Service

**AMENDMENT NO. 2**  
**TO AGREEMENT FOR SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR SERVICES** (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and The Lincoln National Life Insurance Company (together with its affiliates and subsidiaries), a Third-party Administrative Service for leave Administration, Short- & long-term Disability (“Consultant”) is effective as of the 1<sup>st</sup> day of December 2025.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2024 (“Agreement”) whereby Consultant agreed to administer leave and Short-Term Disability administrative services & insurance carrier for Long-term Disability insurance coverage services.

B. City and Consultant now desire to amend the Agreement to increase compensation. This would ensure that compensation aligns with monthly premium changes based on employee count, volume changes and claim amounts. To prevent any delays in premium payments, an increase in the Agreement compensation by \$70,000.00 is required.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

**2.1 Contract Sum.** The Contract Sum is revised to read in its entirety as follows:

Subject to any limitations outlined in this Agreement, City agrees to pay the total compensation, including reimbursement for actual expenses, of two hundred and twenty thousand Dollars (\$220,000) (the “Contract Sum”). The Contract Sum shall not exceed two hundred and twenty thousand Dollars (\$220,000) unless additional compensation is approved pursuant to Section 1.10.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CHINO, a municipal corporation

\_\_\_\_\_  
Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Terry Doyle, Department Director

**LINCOLN:**

**The Lincoln National Life Insurance Company**

By: \_\_\_\_\_

Name: Mark Higgins

Title: VP, Group Underwriting

Address: 8801 Indian Hill Drive  
Omaha, NE 68114-4066

**ANNEX A**

**of**

**ABSENCE MANAGEMENT SERVICES AGREEMENT**

**THE SPONSOR'S LEAVE POLICY / THE SPONSOR'S LEAVE POLICY SPECIFICATIONS**

## ANNEX B

of

### ABSENCE MANAGEMENT SERVICES AGREEMENT

This Annex B describes the Services to be performed by Lincoln and certain obligations of the Sponsor in connection with the Leave Policy attached in Annex A of the Agreement.

#### Part One. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will provide to Lincoln all the information that Lincoln may require to perform the Services, including, but not limited to:
1. The rules and parameters of its Leave Policy, including who is eligible for which type of leaves;
  2. The criteria and data which are necessary to determine whether a leave event is authorized; and
  3. The rules for determining duration of leaves to be granted to eligible employees.

The above information will be provided to Lincoln in the Sponsor's Leave Policy specifications document and Lincoln will be entitled to rely on such information in performing the Services hereunder.

- B. The Sponsor, or a third party at the Sponsor's written direction, will provide to Lincoln an electronic eligibility file, in a form or format agreed upon by Lincoln, containing timely and accurate information for all employees as outlined in the eligibility file layout. Lincoln will rely on such eligibility file, as provided by the Sponsor, to perform the Services. The Sponsor understands and agrees that its failure to provide timely and accurate eligibility files may lead to inaccurate leave determinations; and the Sponsor will hold Lincoln harmless for any inaccuracy in such information.
- C. The Sponsor will provide to Lincoln notice of an employee's leave request if the employee has not provided the required notice of leave to Lincoln, including the identity of the Sponsor, information regarding the time of leave, circumstances of the leave request, the name and address of the employee and such other information as may be reasonably requested by Lincoln in order to perform the Services.
- D. In the event that the Sponsor determines that Lincoln has misinterpreted the requirements of the Leave Policy and so informs Lincoln in writing, all leave determinations reported after delivery of such writing will be made according to the Sponsor's interpretation as set forth in such writing. If Lincoln disagrees with the Sponsor's interpretation, such interpretation will not be binding regarding any administration practices or system configurations Lincoln or its parents or affiliates have established, and the parties will make good faith efforts to work cooperatively to accommodate Sponsor's interpretation. If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.
- E. All leave requests determined by Lincoln to require additional review by the Sponsor will be referred to the Sponsor for determination.
- F. Lincoln will rely on the information provided to it by the Sponsor or the Sponsor's third party upon the Sponsor's direction, the Sponsor will hold Lincoln harmless for any inaccuracy in such information.

#### Part Two. LINCOLN'S OBLIGATIONS

- A. During the term of the Agreement Lincoln will review all leave requests within the timeframe required under the applicable law or regulation, in accordance with the Leave Policy, and any additional specifications provided by the Sponsor during implementation, to establish whether the employee is eligible for leave under the terms of the Leave Policy. Lincoln will perform the following Services in connection with the Leave Policy:

1. Utilize the information provided by the Sponsor and the Sponsor's employees for leave eligibility and to evaluate the applicability of serious health condition or other applicable certification criteria to approve or deny leave requests;
2. Send required notices, including but not limited to, leave eligibility and determination, to employees who apply for leaves, with a copy to the designated Sponsor contacts;
3. When necessary, distribute required FMLA notices and requests for supporting documentation to employees following the receipt of a leave request;
4. When possible, utilize coordinated certification process for leave request approval and entitlement decisions when an employee requests leave due to the employee's own serious health condition;
5. Load and maintain a database of FMLA and other leave claims data relating to the Sponsor's employees to include FMLA hours taken, FMLA hours available, and tracking of FMLA leaves;
6. Make Lincoln's standard status reports available to the Sponsor;
7. Respond to employee inquiries regarding the status of a leave and/or leave request;
8. Comply with applicable federal and state leave laws and regulations as set forth in Exhibit A, which Lincoln may, at its sole discretion, amend from time to time; and
9. Materially comply with all laws, regulations, rules and orders of any governmental authority to the extent applicable to Lincoln's obligations under this Agreement.

B. When Lincoln receives completed supporting documentation, Lincoln will:

1. Evaluate the information and inform the Sponsor and employee whether the information provided supports the employee's leave request;
2. Authenticate or clarify any unclear, illegible, or incomplete information; and
3. When applicable, initiate medical recertification when permitted by applicable law and at the frequency defined within the Leave Policy.

C. If the Sponsor requests a second or third opinion at the Sponsor's expense, Lincoln will inform the employee of the second or third opinion appointment. Lincoln will follow up with the employee to obtain a complete medical certification form and to ensure Lincoln's receipt of the form within the timeframe prescribed in the Leave Policy. Lincoln will evaluate subsequent medical certification forms against the original medical certification form. If Lincoln does not receive the form within the designated time frame, Lincoln will notify the Sponsor.

D. In connection with the Sponsor's use of the Services, Lincoln may grant to the Sponsor during the term of this Agreement a certain number of non-exclusive, non-transferable, limited licenses to access and use its claim management application ("Self Service Portal") via web access through the web-based portal maintained and hosted by Lincoln. Sponsor's right to access and use the Self-Service Portal extends to the Sponsor's authorized representatives to use exclusively for Sponsor's benefit. The Sponsor will ensure that such authorized representatives comply with the terms and conditions of this Agreement. The Sponsor assumes responsibility for any act or omissions by its authorized representatives in connection with the Self-Service Portal and the Agreement.

**ANNEX B- TRACKING**

of

**ABSENCE MANAGEMENT SERVICES AGREEMENT**

This section of Annex B describes the tracking services to be performed by Lincoln, if selected by the Sponsor, and certain obligations of the Sponsor in connection with the Sponsor's Paid Family and Medical Leave Plan ("State Plan") under the Leave Policy in applicable states.

**Part One. THE SPONSOR'S OBLIGATIONS**

- A. The Sponsor is solely responsible for completing the required process to establish and maintain a State Plan with the applicable state governmental authority.
- B. The Sponsor will ensure that the Sponsor's employees forward the State Plan benefit determination notices to Lincoln to allow Lincoln to accurately perform the tracking services.

**Part Two. LINCOLN'S OBLIGATIONS**

- A. Upon the receipt of the State Plan benefit determination, Lincoln will load and maintain the information in a database relating to the Sponsor's employees.
- B. Lincoln will make information pertaining to the State Plan leave time available in Lincoln's letters, reports, and the Self-Service Portal.
- C. If Lincoln does not receive the State Plan benefit determination, Lincoln will follow up with the employee to obtain the State Plan benefit determination. If the Sponsor's employee does not provide such information within nineteen (19) days, Lincoln will close the request. If the State Plan request is concurrent with another approved leave, the request will remain open until the State Plan benefit determination is received.

**ANNEX C**  
of  
**ABSENCE MANAGEMENT SERVICES AGREEMENT**

**SCHEDULE of CHARGES**

The Sponsor agrees to pay Lincoln's monthly charges as detailed below arising from the Services as outlined in this Agreement:

<b>Quoted Number of Employees</b>	389
<b>Quoted Incidence Rate</b>	15%
<b>Base Per Employee Per Month (PEPM)</b>	\$3.880 ✓
<b>Historical Data Upload (12 ~ 24 months) *</b>	Included in Base Fee
<b>Up to Five Standard Company Leaves</b>	Included in Base Fee
<b>Additional Company Leaves</b>	TBD
<b>Total PEPM</b>	\$1,509.32
<b>Paid Family Leave Tracking in applicable states (optional)</b>	\$0.15 PEPM for employees located in applicable states
<b>Administration of Takeover Claims*</b>	\$125 per Takeover Claim
<b>Rate Guarantee Period</b>	12/1/2024
<b>2 Group Administrator User Licenses</b>	Included in Base Fee
<b>Additional Group Administrator User Licenses</b>	\$55/Month for Each Additional User
<b>Custom Programming</b>	\$225/Hour
<b>Second and Third Opinions</b>	At Cost

\* Administration of any existing leave claims where the leave began prior to and continues after the Effective Date of the Agreement is done at the election of the Sponsor ("Takeover Claim"). Historical and Takeover Claim Data requires use of Lincoln's standard file format.

- A. Invoice amounts will be determined by multiplying the number of non-terminated employees in Lincoln's database, as updated by the Sponsor's eligibility file(s), as of the first day of the billing month by all applicable PEPM fee(s). An employee's termination record must be reported on the eligibility file updating Lincoln's database in order to remove a terminated employee from the invoice.
- B. In the event of termination under Section 6.1 of the Agreement, the Sponsor will be obligated to pay PEPM fees up through the date of termination, or for the duration of the notice period, whichever is longer.
- C. Prices are exclusive of any applicable taxes. The Sponsor is responsible for sales or other taxes related to the Services performed, excluding taxes on Lincoln's net income.

**PARTICIPATION AGREEMENT**

**The Lincoln National Life Insurance Company (herein called the Company)**

Complete only if applying for coverage under The Lincoln National Life Insurance Company Voluntary Insurance Trust.

**Note: Do not complete in AK, AL, FL, ME, MN, MS, NY, SD, TX, VT, WA or WI.**

Application is hereby made to become a Participating Employer under The Lincoln National Life Insurance Company's Voluntary Insurance Trust, based on the following statements plus the attached application for group insurance coverage. The Group Employer named below (herein called the Employer) understands that if Voluntary Group Term Life and AD&D or Disability Income insurance is requested and approved, such Employer will become a Participating Employer under The Lincoln National Life Insurance Company Voluntary Insurance Trust, situated in Kansas City, Missouri. The Employer agrees to the terms of the Trust Agreement, each group policy issued to the Trust under which the Employer's employees become insured, and any amendments to them. The Employer understands that group certificates will be supplied and agrees to distribute them to each employee enrolled in the program. After receipt of the group certificates, payment of premium is deemed acceptance of the policy's terms.

The Employer agrees to be responsible for all premiums payable with respect to any of my employees who will be insured under the policy. The Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant, in the amount required to pay the necessary premium to keep coverage in-force. Payroll deductions will be remitted to the Company on a timely basis, in accord with the billing schedule agreed upon. The Employer agrees to promptly furnish the Company any information reasonably required to administer the coverage and claims under it.

The Employer understands that participation in the program may be terminated at any time by giving prior written notice to the Company. The effective date of termination will be the date the notice is received by the Company's Group Insurance Service Office, or on any later date stated in the notice. The Employer understands that the Company may terminate the Employer's participation based on the following circumstances:

- a) at the end of the grace period during which the required premium has not been paid;
- b) on any premium due date on which participation in the program falls below a minimum level of 10 employees;
- c) on any premium due date when the Employer has failed to perform any duties related to the policy in good faith;
- d) on any premium due date after the premium rate has been in effect for at least 12 months (or any longer Rate Guarantee period agreed upon by the Company).

**The Employer understands that the Company may change any premium rate:**

- a) when there is a change in the terms of the policy, or in the factors bearing on the risk assumed;
- b) when the policy liability is changed as a result of a change in federal, state or local law;
- c) when a division, subsidiary or affiliate is added, removed, or relocated;
- d) when the number of insured employees has changed by 25% or more since the Rate Guarantee period began;
- e) on any premium due date after the expiration of the Rate Guarantee period agreed upon by the Company.

**SIGNATURE**

I have read and understand the agreement above and will comply with the agreement as stated. I have reviewed, understand and agree to the proposal, rate structure, and enrollment strategy presented to me by the Company representative. I understand that no agent, broker or field representative has any right to bind the requested coverage, alter the terms of the policies or enrollment materials, adjust any claim for benefits, or waive any of the Company's rights or requirements.

Group Employer Name & ID City of Chino

Gerriann Kingston  
Printed Name of Authorized Company Officer

[Signature]  
Signature of Authorized Company Officer

Dir of HR/RM  
Title

8/24/23  
Date

**CITY OF CHINO**  
**ABSENCE MANAGEMENT GUIDE CHANGE NOTICE NO. 2**  
**EFFECTIVE DECEMBER 1, 2023**

This Absence Management Guide Change Notice No. 2 (this "Notice") is provided by city of Chino (herein referred to as "Employer") and amends the Employer Absence Management Guide (the "AMG") dated December 1, 2023. In the event of a conflict between any provision of the AMG including any earlier notice(s) and this Notice, the provision in this Notice shall prevail. Unless otherwise defined in this Notice, capitalized terms in this Notice shall have the same meaning as in the AMG.

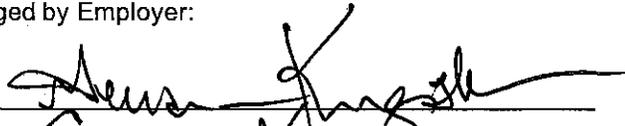
Effective December 1, 2023 the Employer Absence Management Guide is updated as follows:

Section Reference	Located on AMG Page Number	Updated Provision
Section 2: Customer Contacts	Page 4	Remove: <ul style="list-style-type: none"> <li>• Secondary Contact: HR@cityorchino.org</li> <li>• Eligibility Validation/Benefits Contact: HR@cityorchino.org</li> </ul> Add: <ul style="list-style-type: none"> <li>• Secondary Contact: HR@cityofchino.org</li> <li>• Eligibility Validation/Benefits Contact: HR@cityofchino.org</li> </ul>
Section 2: Lincoln Contacts	Page 5	Remove: <ul style="list-style-type: none"> <li>• Absence Claims Manager: Brenicia (Bre) Lawrence</li> </ul> Add: <ul style="list-style-type: none"> <li>• Absence Claims Manager: Richard Cantrell – 1800- 423-2765 *5269, Richard.Cantrell@lfg.com</li> </ul>

*Note: Changes will be made on the later of: (1) the effective date noted; or (2) as soon as reasonably possible after the document(s) are signed and returned to Lincoln. Changes cannot be made retroactively.*

Except as otherwise modified by this Notice, the AMG including any earlier notices shall otherwise remain in full force and effect:

Acknowledged by Employer:

Signature:   
 Printed Name: Genion Kingston  
 Title: Director of HR & Risk Manager  
 Date: 12/1/23

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO: LINDA REICH, CITY MANAGER**  
**FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS**

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**SUBJECT**

2025 Sewer System Management Plan (SSMP) Update.

**RECOMMENDATION**

1) Adopt Resolution No. 2026-013 approving the 2025 Sewer System Management Plan (SSMP) update for the City of Chino to comply with the State Water Resources Control Board's Sanitary Sewer Systems Waste Discharge Requirements (Order No. 2022-0103-DWQ); and 2) authorize the Public Works Director to execute all necessary documents on behalf of the City.

**FISCAL IMPACT**

There is no fiscal impact associated with the approval of the updated SSMP.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

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

## **BACKGROUND**

The City of Chino's Sewer System Management Plan (SSMP) requires an update to maintain compliance with the State Water Resources Control Board's Sanitary Sewer Systems Waste Discharge Requirements (Order No. 2022-0103-DWQ). This order establishes the General Waste Discharge Requirements (WDR) applicable to all publicly owned and operated sanitary sewer systems that include more than one mile of sewer line within the State of California. The WDR serves as the regulatory framework for agencies responsible for the ownership or operation of sanitary sewer collection systems that convey untreated or partially treated wastewater to publicly owned treatment facilities.

Under the WDR, each agency must report all Sanitary Sewer Overflows (SSOs) and develop, implement, and maintain a written SSMP. On December 6, 2022, the State Water Resources Control Board issued Order No. 2022-0103, which amended monitoring and reporting requirements for sanitary sewer systems. The new regulations went into effect on June 5, 2023, and mandates the City to conduct a self-audit of their SSMP every three years and complete a comprehensive update every six years. The SSMP was last updated in 2021.

The primary objective of the WDR is to reduce both the frequency and volume of SSOs by ensuring agencies effectively operate, maintain, and manage their wastewater collection systems. SSOs include any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system. Such events can contaminate surface and groundwater, pose risks to public health, harm aquatic life, and diminish the recreational and aesthetic value of surface waters.

## **ISSUES/ANALYSIS**

To comply with the State regulatory requirements, staff entered into a Professional Services Agreement with Fischer Compliance, LLC to prepare the required update to the City's SSMP. Fischer Compliance, LLC possesses the technical expertise and regulatory knowledge necessary to ensure the City's SSMP is fully aligned with the current Waste Discharge Requirements (WDR), including the 2022 amendments to monitoring and reporting standards.

Pursuant to the WDR, all SSMPs, and any subsequent updates, must be formally adopted by the agency's governing body. As such, City Council approval is required to maintain compliance and to demonstrate the City's continued commitment to the proper operation, maintenance, and management of its wastewater collection system. Therefore, staff recommends that the City Council adopt Resolution No. 2026-013 approving the updated SSMP as presented.

Attachments: Resolution No. 2026-013  
Sewer System Management Plan (SSMP)

**RESOLUTION NO. 2026-013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING THE 2025 UPDATE OF THE SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

**WHEREAS**, on December 6, 2022, the State Water Resources Control Board (SWRCB) adopted Water Quality Order No. 2022-0103-DWQ, which established the Statewide General Waste Discharge Requirements (WDRs) for all publicly owned or operated sanitary sewer systems within the State of California; and

**WHEREAS**, the WDRs require that all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California; 1) report Sanitary Sewer Overflows (SSOs) to the SWRCB; and 2) develop and implement a Sewer System Management Plan (SSMP); and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HEREBY RESOLVES, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The above Recitals are true and correct and made an operative part of this Resolution.

SECTION 2. The City Council of the City of Chino hereby approves the update of the Sewer System Management Plan, attached to this Resolution.

SECTION 3. The Public Works Director, or a designee, is hereby authorized and empowered to execute on behalf of the City of Chino all documents necessary to comply with the Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems (Water Quality Order No. 2022-0103-DWQ, as amended).

PASSED, APPROVED AND ADOPTED this 17th day of February, 2026.

\_\_\_\_\_  
EUNICE M. ULLOA, MAYOR

ATTEST:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Chino at their regular meeting on the 17<sup>th</sup> day of February 2026, and carried by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

# Sewer System Management Plan (SSMP)

2025 Update



## Sanitary Sewer Collection System

Waste Discharge ID (WDID): # 8SSO20032

REVIEWED AND APPROVED BY:



HYE JIN LEE, Director of Public Works  
City of Chino

Sanitary Sewer Collection System  
(includes Element Development Plans & Schedules)

OCT. 7, 2025

Date Signed

REVIEWED AND APPROVED BY:



KEITH A. MARTINEZ, Public Works Services  
Manager  
Legally Responsible Official

City of Chino  
Sanitary Sewer Collection System  
(includes Element Development Plans & Schedules)

10-7-2025

Date Signed

PREPARED BY:



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City of Chino  
Att: Keith A. Martinez, Public Works Services Manager  
Legally Responsible Official (LRO)  
Sanitary Sewer Collection System (WDID #8SSO20032)  
5050 Schaefer Ave  
Chino, CA 91710

Dear Keith,

We are pleased to present the new 2025 Sewer System Management Plan (SSMP) Update developed in partnership with City management. The 2025 Update meets and exceeds compliance with the WDR (State Water Board, Water Quality Order No. 2022-0103-DWQ, Attachment D-10 and Specifications 5.4). The 2025 SSMP has been completely revised to harmonize with industry standard guidelines and incorporates the City's latest SSMP Audit findings.

The 2025 SSMP is a declaration of what the City is doing to demonstrate full compliance with the Reissued WDR. Attachment A of the Reissued WDR (page A-4), states "A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order." As a reminder, the WDR requires the City to review and update the SSMP as necessary until its next 6-year SSMP Update is completed.

To support these ongoing review and update requirements, this document includes a sample change log that may be used as a reference if a system is not already in place. We encourage you to share this example with all relevant team members responsible for implementing or documenting SSMP revisions, to help ensure consistency, transparency, and continued compliance.

We look forward to assisting the City wherever necessary to fully implement the new 2025 SSMP Update.

Sincerely,

A handwritten signature in cursive script that reads 'Jim Fischer'.

James Fischer, P.E.  
Principal, Fischer Compliance LLC  
Credentialed U.S. EPA NPDES Compliance Inspector

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## Introduction

This Sewer System Management Plan (SSMP) or “Plan” has been prepared for the City of Chino (City) with technical assistance from Fischer Compliance LLC with the goal of meeting and exceeding compliance with the State Water Resources Control Board 2022 General Waste Discharge Requirements, Order WQ 2022-0103-DWQ for Sanitary Sewer Systems (referred to throughout this document as the WDR). The City provided all details, information, and institutional insights for preparation of the SSMP. The document has been developed to meet the size, scale, and complexity of the City, serving as a “living document” used as a tool for managing and operating the City's sanitary sewer collection system. Additionally, the latest 2024 Sewer System Management Plan Guidance Manual published by the Bay Area Clean Water Agencies (BACWA) was utilized as a model for development of the document to harmonize formatting/content and incorporate recommended suggested guidance wherever possible.

The City's commitment to meeting or exceeding regulatory requirements, along with its proactive approach to operation and management of the collection system, has served it well, as evidenced by the system's performance relative to other agencies in the region and the state.

## SSMP Organization

This SSMP is organized into 11 core elements following Attachment D of the WDR, with inclusion of applicable Specifications requirements.

Each individual element in the SSMP includes the following technical contents.

1. Requirements – Provides the actual description of applicable requirements in the WDR.
2. Compliance – Describes the City’s approach to complying with the WDR requirements.
3. Effectiveness – As measured by Key Performance Indicators (KPIs.)
4. Implementation – Demonstrates how the City will ensure the SSMP will be carried out as described.
5. Resilience – Demonstrates the resilience that is addressed in the SSMP and built-in to the City’s collection system and procedures.
6. Appendix Inclusions – List the items included in the Appendix for each SSMP Element, if any.

## Abbreviations and Acronyms

BMP	Best Management Practices
CCTV	Closed Circuit Television
CIP	Capital Improvement Program
CIPP	Cured in Place Pipe
CIWQS	California Integrated Water Quality System (State Water Board Online Spill Database)
CMMS	Computerized Maintenance Management System
EPA	US Environmental Protection Agency
FOG	Fats, Oils and Grease
FSE	Food Service Establishment
GCD	Grease Control Device
GIS	Geographic Information System
I & I	Inflow and Infiltration
LRO	Legally Responsible Official
PWSM	Public Works Services Manager
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SERP	Spill Emergency Response Plan
SOP	Standard Operating Procedure
SSMP	Sewer System Management Plan
Spill	Sanitary Sewer Spill
WDR	Sanitary Sewer Systems General Wastewater Discharge Requirements Order issued by the State Water Board ( <a href="#">Order No. 2022-0103-DWQ</a> )
SWRCB	State Water Resources Control Board
WDID	Waste Discharge ID Number (CIWQS)

*Table 1 – Abbreviations and Acronyms*

## 1. Goal and Introduction

### WDR REQUIREMENTS

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#### [Att. D-1 \(pg. D-2\)](#)

*“The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.*

*The Plan must include a narrative Introduction section that discusses the following items:”*

### 1.1. Regulatory Context

#### WDR REQUIREMENTS

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#### [Att. D-1.1 \(pg. D-2\)](#)

*“The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.”*

#### COMPLIANCE

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The City is committed to fully implementing the WDR<sup>1</sup> which includes addressing all requirements by integrating a wide range of programs specifically designed for ensuring the integrity and efficiency of the City’s sanitary sewer collection system. Moreover, the City is dedicated to maintaining its collection system in a systematic manner by implementing various work programs, with a focus on critical areas, to prevent spills, allowing for a comprehensive approach to maintenance. Work programs include CCTV inspections, pipe cleaning, manhole inspections, lift station maintenance, root control, source control, and pipe repair, just to name a few. Work programs are described in more detail in Specifications 5.19 - Operation and Maintenance” of this SSMP.

By prioritizing proactive measures and taking a comprehensive approach, the City is well-equipped with a proven track record of effectively operating its sanitary sewer collection system with the highest levels of service, complying with the WDR, and reducing/eliminating sewage spills.

#### EFFECTIVENESS

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N/A

#### IMPLEMENTATION PLAN/SCHEDULE

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N/A

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<sup>1</sup> State Water Resources Control Board, Statewide Waster Discharge requirements, General Order for Sanitary Sewer Systems

## 1.2. SSMP Update Schedule

### WDR REQUIREMENTS

[Att. D-1.2 \(pg. D-3\)](#)

*“The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.”*

### COMPLIANCE

The City utilizes the State Water Board’s online lookup tool to ensure compliance with all required due dates for updating its SSMP and completing its required SSMP Audits (see chart below).

The City’s most recent SSMP audit was completed for the period August 2021 through August 2024.

### EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Audits and SSMP Updates being performed as scheduled?
- Has the SSMP been approved by the governing board on the required schedule (i.e., every six years)?
- Are specific internally established sewer program milestones being monitored?

### IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	PWSM
1.2.1	Prepare for next SSMP Audit	Begin 5/2/2027	X	X	X
1.2.2	Complete and Upload next SSMP Audit	By 11/2/2027	X	X	
1.2.3	Incorporate Audit Findings, update Change Log and Update SSMP	Begin after completion of SSMP Audit		X	
1.2.4	Prepare for next SSMP Audit	Begin 5/2/2030	X	X	X
1.2.5	Complete and Upload next SSMP Audit	By 11/2/2030	X	X	
1.2.6	Incorporate Audit Findings, update Change Log and Update SSMP	Begin after completion of SSMP Audit		X	
1.2.7	Prepare for next SSMP Update	Begin 2/2/2031	X	X	
1.2.8	Board Approval deadline for next SSMP Update*	By 8/2/2031	X	X	

*NOTE: The City’s timeline must incorporate adequate review time and local board approval prior to the required deadline.*

### 1.3. Sewer System Asset Overview

#### WDR REQUIREMENTS

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##### [Att. D-1.3 \(pg. D-3\)](#)

*“The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:*

- *Location, including county(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percentage of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

*Additionally, the Plan Introduction section must provide reference to the Enrollee’s up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.”*

#### COMPLIANCE

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The City of Chino is a general law city bordered by the Cities of Ontario, Pomona, Chino Hills, Eastvale, and Montclair, (see Figure 1-1 below). The City service area covers approximately 30 square miles serving a population of nearly 95,000, including approximately 23,000 individual sewer service lateral connections for residents and businesses. According to the City’s latest 2022 Sewer Master Plan Update (see Appendix 8.1), the City’s sanitary sewer collection system consists of approximately 271 miles of gravity sewer pipelines ranging from 6-inch to 21-inch in diameter, 0.5 miles of 4-inch diameter force main sewers, 5,000 sewer manholes with 23 individual diversion manholes in place, 4 gravity siphons, and three sanitary sewage lift stations. The City is expecting to acquire one additional sewage lift station currently operated by the Inland Empire Utilities Agency ([IEUA](#)) in 2029.

Sewage treatment is provided by [IEUA](#), a regional utility agency that provides sewer treatment services for several municipalities, including the City. There are three regional, IUEA-owned and operated sewer treatment plants in the City of Chino, including Regional Water Recycling Plant No. 2 (RP-2), Regional Water Recycling Plant No. 5 (RP-5), and the Carbon Canyon Water Recycling Facility (Carbon Canyon).

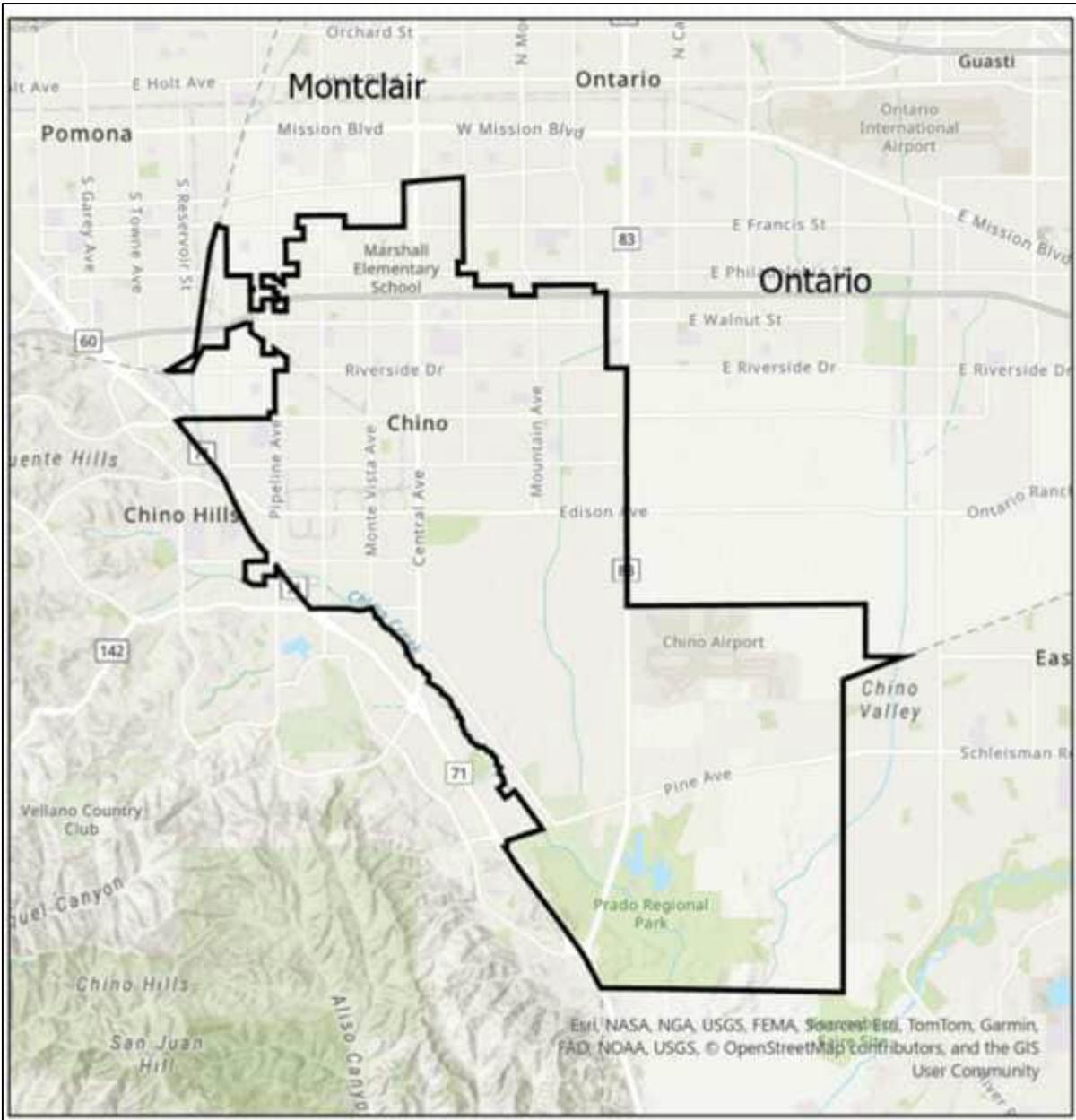


Figure 1 – City Vicinity Map and Service Area

The City currently utilizes ACCELA SERVICE REQUEST electronic computerized maintenance management software (CMMS) for managing and tracking all day-to-day service requests and completed work in the sewer system. Accela allows agencies to organize and manage requests and strengthen citizen relations. By automating service requests and providing a centralized database, Accela ensures City staff can access real-time information about the status of all service requests at any time.

In November 2023, the City established a brand-new program for addressing maintenance of lower sewer laterals to improve sewer system maintenance more proactively and systematically address issues specific to these assets utilizing ACCELA to manage work for this program. This effort includes comprehensive repairs of problem assets throughout the system.

Accela Service Request Management is a comprehensive solution which automates and manages interdepartmental or citizen requests for service, complaints, or inquiries.

Estimated customer connection flow classifications and connection data are presented in Table 1-1, below, for residential, commercial industrial, and institutional data.

Use Type	% of Flow Connections
Residential	70
Commercial	10
Industrial/Institutional	20

Table 2 – City Sewer Connection Flow Classifications and Connections Data

Overall, the City is in a good position to maintain its collection system and does not have operation and maintenance challenges due the service area.

The City maintains up to date system maps. See Element 4.1 - Updated Map of Sanitary Sewer System for more detail.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are asset statistics periodically reviewed and updated as necessary?
- Are omissions or errors addressed in a timely manner?
- Are system maps up to date?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	PWSM
1.3.1	Review City-owned asset statistics and element description; update as necessary	At the beginning of the audit cycle and when significant changes have been made.		X	X
1.3.2	Update Maps	Within 30 Days of Corrections submitted to staff for completing updates		X	

**RESILIENCE**

Resilience is addressed in Element 1 by:

- Adhering to an SOP for collecting and managing asset data.
- Redundancy: More than one member of staff is trained and able to retrieve and manage the data.
- Implementing a QA/QC process to help ensure information is accurate.
- Using Calendar Reminders to ensure compliance deadlines are met.

## Specifications 5.2 – SSMP Development and Implementation

### WDR REQUIREMENTS

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#### [Specification. 5.2 \(pg. 18\)](#)

*“To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale, and complexity of the Enrollee’s sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.”*

### COMPLIANCE

---

This SSMP has been completed updated to meet the requirements of Order WQ 2022-0103-DWQ and address all required Elements and Specifications required by the Order. The SSMP addresses management, operations, and maintenance procedures specific to the City’s collection system. The City maintains a proactive O&M program to operate its system and identify defects, which are then prioritized for repair, replacement, rehabilitation, or placed on modified maintenance schedules. (See Elements 4 and 8 and Specifications 5.19 of this SSMP for more detail).

The City keeps up with current industry standards, technology, and best practices by reviewing industry periodicals, networking, and attending industry/vendor trainings at conferences and workshops. The City continuously evaluates emerging practices, equipment and technologies for possible implementation to enhance its sewer operations, including completing regular [California Water Environment Association \(CWEA\)](#) training events and other trainings held by [IEUA](#) with other regional area sewer system operators to help improve emergency response coordination and effectiveness.

## Specifications 5.7 – Allocation of Resources

### WDR REQUIREMENTS

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#### Specification. 5.7 (pg. 22)

*“The Enrollee shall comply with the following requirements:*

- *Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and*
- *Allocate the necessary resources to its sewer system management program for:*
- *Compliance with this General Order,*
- *Full implementation of its updated Sewer System Management Plan,*
- *System operation, maintenance, and repair, and*
- *Spill responses.”*

### COMPLIANCE

---

The City maintains various revenue sources to maintain financial stability, meet its operational needs and manage all necessary expenditures to operate its sewer system.

The City receives two types of funding for its sewer operations. The first source is a Sewer Development Impact Fee (DIF), which is assessed on all expansions of capacity needs resulting from new developments as well as all new construction. These funds are used for system expansion projects and are shown in the Capital Improvement Plans for the Sewer Collection System. The City collects Sewer DIF fees from both projects within the City and projects within the Preserve.

The second funding source is through user fees, which are charges assessed to individual users of the system for operations, maintenance, and repairs. Equivalent Dwelling Units (EDU) establishes these sewer fees. 1 EDU= 270 GPD. The permitted industries sewer fees are calculated based on their EDUs as well as a factor for the Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) measured in their sewer flows.

A list of revenue generated from Chino’s residents, businesses, and industries are included in Appendix 1.1 showing City revenue history by fund.

The City has basic staffing and equipment to properly manage the collection system and continuously evaluates its sewer system resources, and funding needs to stay proactive and prevent spills. As part of this effort, the City will complete a new assessment to review its resources and staffing before its next SSMP Audit is due in 2027.

## Provisions 6.1 – Enforcement Provisions

### WDR REQUIREMENTS

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#### [Provisions 6.1 \(pg. 27\)](#)

*“The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.”*

### COMPLIANCE

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The City is aware of the consequences for noncompliance including associated penalties for violations. The City maintains a proactive stance with full implementation of its SSMP.

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the City to administrative civil liabilities of up to \$10,000 a day per violation pursuant to Water Code section 13385; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the City to administrative civil liabilities up to \$10,000 a day per violation and additional liability up to \$10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to \$5,000 a day per violation pursuant to Water Code section 13350 or up to \$20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

## Provisions 6.3 – Sewer System Management Plan Availability

### WDR REQUIREMENTS

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#### [Provisions 6.3 \(pg. 31\)](#)

*“The Enrollee’s updated Sewer System Management Plan must be maintained for public inspection at the Enrollee’s offices and facilities and must be available to the public through CIWQS and/or on the Enrollee’s website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.”*

### COMPLIANCE

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The City has loaded this SSMP to the CIWQS database and published it on its website. In addition, the SSMP is available for public review at City offices, by appointment, during regular business hours.

### APPENDIX 1 INCLUSIONS

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- 1.1. City Revenue History by Fund

## 2. Organization

### WDR REQUIREMENTS

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#### [Att. D-2 \(pg. D-3\)](#)

*“The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:*

- *The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- *The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan Element;*
- *Organizational lines of authority; and*
- *Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health City, and State Office of emergency Services.)*

### COMPLIANCE

---

The above items are addressed below.

The City’s Legally Responsible Officials (LRO) are:

- LRO 1 – Ben Orosco, Deputy Director of Public Works/Services
- LRO 2 – Keith A. Martinez, Public Works Services Manager

Both meet the requirements set forth in Specifications 5.1 of the WDR.

The City has seven employees directly involved in the operation and maintenance of the City's sanitary sewer system. Of these seven positions, there is one (1) lead Wastewater Maintenance worker, five (5) full time Wastewater Maintenance workers and one (1) part-time Wastewater Maintenance worker.

In addition, the City has other full-time employees within the Public Works Department who are directly and/or indirectly involved in management, administration, engineering, and inspection of the City's sanitary sewer system. The distribution of the City's personnel is depicted in the organization chart. These employees oversee the City's sewer collection system operation, provide engineering evaluation of proposed and existing sewer facilities, administer preventive maintenance and sewer construction programs, and oversee the maintenance of the sewer collection system facilities and related records and plans.

To help supplement resources, the City also has an established mutual aid agreement with the cities of Chino Hills, Ontario, Montclair, Upland, Fontana, Jurupa Community Services District (JCSD), the Cucamonga Valley Water District, and IEUA. This includes resources for supporting the City with emergency assistance in the event of a major sanitary sewer spill.

Additional descriptions of key City divisions and sections include the following:

### Public Works Services Division

The Public Works Services Division is responsible for the general management and regulatory oversight of the City's sewer system and operations. The Director of Public Works ensures that the sanitary sewer system is adequate, properly designed and maintained, and the all-regulatory requirements set forth at both the Federal and State levels are adhered to on a daily basis. The Director also ensures that adequate resources are assigned to the various divisions, including oversight of the Capital Improvement Plans, new development standards for sewer installations, and that appropriate staffing and outside resources are provided to maintain the system in a good state of repair and readiness.

### Water & Environmental Division

The Engineering Manager reports to the Deputy Director of Public Works/Services and is responsible for the oversight of Water Resources and Environmental Division. This Division consists of four sections including Resource Conservation, Environmental, Water, and Engineering.

### Environmental Section

The Environmental Section has day-to-day responsibility for the investigation of reports of illicit discharges or overflows, failure to comply with the City's requirements as specified in the City's ordinances, oversight of the City's Fats, Oils and Greases program, and coordination with other agencies to conduct joint inspections and other activities. Enforcement activities are coordinated with the City's Code Enforcement and City Attorney, as necessary. This division includes the City's NPDES program and enforces the City's stormwater and MS4 Permit requirements as related to Illicit Connections and Illicit Discharges, as well as Septic Systems. The Environmental Section is also responsible for the enforcement of the regulations pertaining to waste disposal, point source control inspection of industrial and commercial waste and grease generating facilities, and investigation of cases of illicit discharge of chemicals, debris, etc. into the public sewer system. This is undertaken in concert with the IEUA Environmental Programs Industrial Waste Unit. The Environmental Division is responsible for the City's industrial waste and FOG programs which include permitting and inspecting in concert with the Code Enforcement Division enforcement of illicit discharges into the public sewer system.

### Engineering Section

The Engineering Section is responsible for preparing plans and specifications for sewer construction and rehabilitation projects and administrating contracts for accomplishing such projects as well as emergency sewer repair projects. This Section is also responsible for subdivision or development project plan checks to ensure compliance with the City's standards for construction of new sewer collection systems as well as planning checks on sewer capacity studies to size proposed sewer lines and set requirements to ensure adequate capacity in existing systems. Lastly, the Section prepares easement documents or identifies and procures access rights for public sewer facilities located within private properties.

Table 3 (below) provides list of the City staff's positions that are responsible for the various elements of the SSMP.

IMPLEMENTATION RESPONSIBILITIES

Sewer System Management Plan Elements	Responsible Position
1. SSMP Plan, Goal and Introduction	PWSM
1.1. Regulatory Context	PWSM
1.2. SSMP Update Schedule	PWSM
1.3. Sewer System Asset Overview	PWSM
2. Organization	PWSM
3. Legal Authority	Deputy Director PW Services/PWSM
4. Operations and Maintenance Program	PWSM
4.1. Updated maps of Sanitary Sewer System	I.T.
4.2. Preventive Operation & Maintenance	PWSM
4.3. Training	PWSM
4.4. Equipment Inventory	PWSM
5. Design/Performance	Director of PW/Deputy Director PW Engineering
5.1. Updated Design Criteria & Construction Standards	Director of PW/Deputy Director PW Engineering
5.2. Procedures and Standards	Director of PW/Deputy Director PW Engineering
6. Spill Emergency Response Plan	PWSM
7. Sewer Pipe Blockage Program	PWSM
8. System Eval, Capacity Assurance, Capital Imp.	CIP Manager/Deputy Director PW Engineering
8.1. System Evaluation and Condition Assessment	CIP Manager/Deputy Director PW Engineering
8.2. Capacity Assessment and Design Criteria	CIP Manager/Deputy Director PW Engineering
8.3. Prioritization of Corrective Action	CIP Manager/Deputy Director PW Engineering
8.4. Capital Improvement Plan	CIP Manager/Deputy Director PW Engineering
9. Monitoring, Measurement & Program Modifications	PWSM
10. Internal Audits	PW Department
11. Communication Program	Communications Manager

Table 3 – SSMP Implementation Responsibilities

RESPONSIBLE POSITION CONTACT INFORMATION

Responsible Person	Position	Phone	Email
Hye Jin Lee	Director of Public Works	909-334-3535	<a href="mailto:hilee@cityofchino.org">hilee@cityofchino.org</a>
Albert Espinoza	Deputy Director PW Engineering	909-334-3428	<a href="mailto:aespinoza@cityofchino.org">aespinoza@cityofchino.org</a>
Ben Orosco	Deputy Director PW Services	909-334-3445	<a href="mailto:boroso@cityofchino.org">boroso@cityofchino.org</a>
Keith A. Martinez	Public Works Services Manager	909-334-3421	<a href="mailto:kmartinez@cityofchino.org">kmartinez@cityofchino.org</a>
Arianna Fajardo	Communications Manager	909-334-3303	<a href="mailto:afajardo@cityofchino.org">afajardo@cityofchino.org</a>

Table 4 – Responsible Position Contact Information

2.1. Organizational Chart

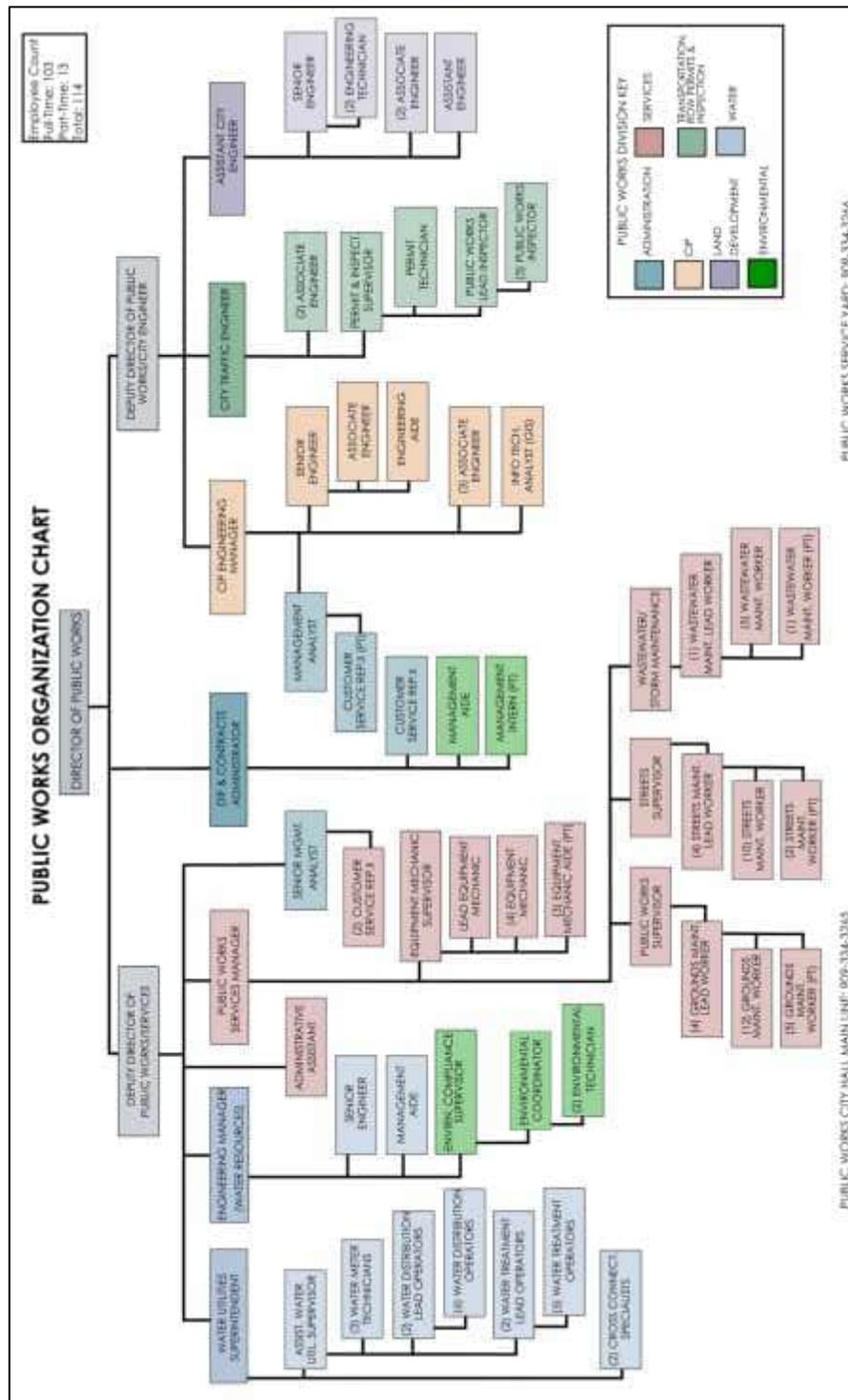


Figure 2 – City Public Works Services Division Organizational Chart

## 2.2. Organizational Staffing Responsibilities

### Director of Public Works

Under administrative direction, develops and administrates programs designed to address primary areas of City service including the Sewer Collection Program.

### Deputy Director of Public Works/Services

Under limited direction, develops and administrates programs designed to address primary areas of City service including the Sewer Collection Program.

### Deputy Director of Public Works/Engineering

Under limited direction, oversees land development, special projects, and Public Works projects.

### Public Works CIP Manager

Under limited supervision, plans, directs, and coordinates engineering activities relating to City public works engineering projects and the Capital Improvement Program and performs related work as assigned.

### Associate Civil Engineer

Under limited supervision, performs field and office engineering work involved in the planning, design, construction, operation, and maintenance of public works facilities and does related work as assigned.

### Environmental Compliance Supervisor

Under general supervision, will plan, coordinate, and oversee a comprehensive Environmental Compliance Program, ensuring adherence to regulations related to wastewater, storm water, air, quality, and hazardous substances.

### Environmental Coordinator

Under limited direction, the Environmental Coordinator is responsible for planning and implementing a variety of programs relating to industrial user wastewater pretreatment and discharge to the sanitary sewer, storm water management, and other areas.

### Environmental Technician

Under general supervision, performs a variety of field and office work related to the implementation of the City's Environmental Engineering Programs (e.g., Storm water and Pretreatment and other areas.

### Public Works Services Manager

Under limited direction, plans, organizes, and directs the City's maintenance services which include repair and maintenance of sewers, streets, park maintenance, fleet maintenance, and other areas.

### Collections and Maintenance Lead Worker

Under general supervision, performs skilled manual labor and oversees a crew in the maintenance and repair of wastewater lines such as sewer mains and lower sewer laterals while also maintaining and inspecting catch basins and storm drains.

### Collections and Maintenance Worker

Under general supervision, performs skilled manual labor in the maintenance and repair of wastewater lines such as sewer mains and lower sewer laterals while also maintaining and inspecting catch basins and storm drains.

### 2.3. Chain of Communication for Reporting Spills

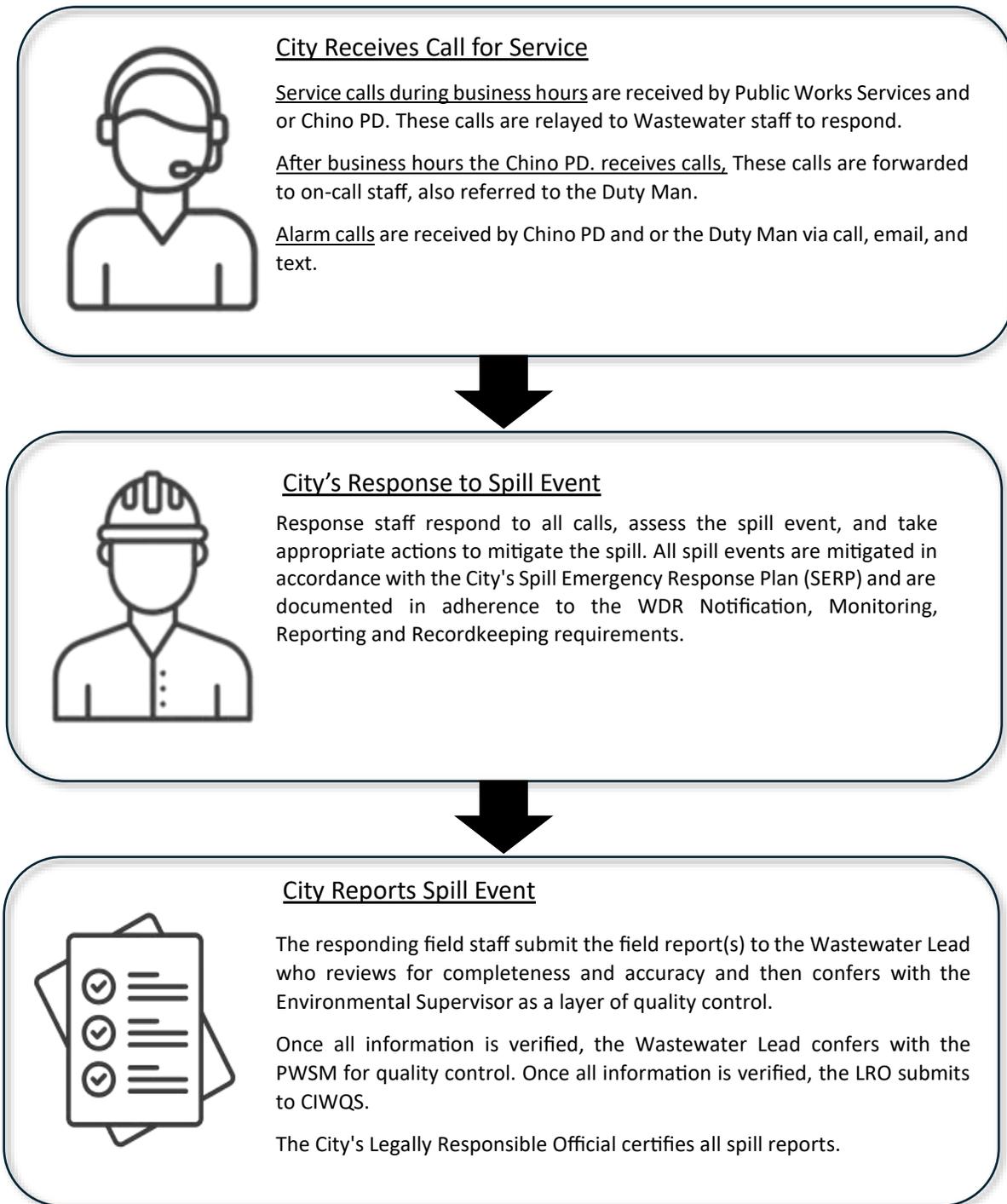


Figure 3 – Chain of Communication for Reporting Spills

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any changes requiring updates to the Organizational Chart?
- Have there been instances when a service call for a spill was not properly routed to response personnel?
- Were all spill response activities documented and forwarded to the LRO?
- Have there been any changes in assigned responsibilities for implementing the SSMP?
- Is there a process in place to ensure all contact information remains up to date?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	PWSM
2.1	Review names, contact information and position responsibilities. Update, as necessary.	Semi-Annually			X
2.2	Review Chain of Communication outcomes for all spill responses	Each Spill Event			X
2.3	Review Organizational Chart for any changes. Update, as necessary.	Semi-Annually			X

**RESILIENCE**

Resilience is addressed in Element 2 by:

- Ensuring that more than one person is capable and responsible for specific duties for SSMP implementation, e.g., back-up personnel.
- Designation of more than one LRO to help ensure full and continuous coverage of duties.
- Testing the phone notification system to ensure calls are received and routed to appropriate personnel.

**APPENDIX 2 INCLUSIONS**

- None

### 3. Legal Authority

#### WDR REQUIREMENTS

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##### [Att. D-3 \(pg. D-4\)](#)

*“The Plan must include copies or an electronic link to the Enrollee’s current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:*

- *Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
- *Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
- *Require that sewer system components and connections be properly designed and constructed;*
- *Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
- *Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
- *Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.*

#### COMPLIANCE

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The above items are addressed below:

The City’s legal authority to own and operate a sanitary sewer system is derived from its incorporation as a City in the year 1910. Pursuant to Government Code Sections 50022.1-50022.8 and 50022.10, the City of [Chino Municipal Code Chapters 13.12 and 13.20](#) provides the City with legal authority to regulate the flow of wastewater into its sewerage system. The Municipal Code meets the minimum legal requirements of the State Water Resources Control Board. The current Municipal Code Sections were principally adopted through Ordinance 90-28 in 1990; additional amendments were adopted in 1993 and 1996. While the current ordinance remains adequate to meet the minimum legal requirements, it is anticipated that Municipal Code will be updated within the next 2-3 years to reflect more current terminology and references as well as to ensure that the Code reflects actual practices and enforcement activities within the City.

[Chapter 13.20](#) sets forth uniform requirements for anyone who discharges wastewater into the sewage system of the city and also sets forth procedures for complying with requirements placed upon the City by other regulatory agencies. This chapter shall be known as the "sewer use ordinance" and will be interpreted with the definitions set forth in [Section 13.20.020](#). The sewer use ordinance develops procedures to establish quantity and quality limitations on all wastewater discharges that may adversely affect the city's public sewerage system, and/or cause the city to violate its current sewage contract agreement with Chino Basin Municipal Water District currently known as IEUA (Inland Empire Utilities Agency).

The sewer use ordinance also provides for wastewater pretreatment requirements, the issuance of industrial user discharge permits, control of surface discharges of wastewater, and the establishment of penalties for violation of any provision of this chapter.

- a. Authority to prevent illicit discharges into the City's sanitary sewer collection system is provided by Ordinance/Code.

In accordance with the Wastewater Discharge Regulation (Sewer Use Ordinance), the City has developed procedures to establish quantity and quality limitations on all wastewater discharges, which may adversely affect the City's public sewerage system and/or cause the city to violate its sewage contract agreement with IEUA. This chapter also provides for wastewater pretreatment requirements, the issuance of industrial user discharge permits, control of surface discharges of wastewater, and the establishment of penalties for violation of any provision of this chapter.

[Title 13 Sections 13.20.110 "Prohibited Conditions In The Public Sewerage System"](#), and

[13.20.115 "Prohibited Discharges To The Public Sewerage System"](#) prohibit the unauthorized discharge of rain, surface or subsurface water, chemicals, debris, or any hazardous substance or waste, as currently defined by the EPA or Title 22, of the California Administrative Code. Other sections of the code that prohibit various forms of illicit discharges are [13.20.130 "Limitation On Point Of Discharge,"](#) and [13.20.140 "Dilution Prohibition."](#)

All industrial users and other users discharging industrial wastewater to the city's public sewerage system, directly or indirectly are evaluated based on the volume, type of industry, characteristics of the wastewater proposed to be discharged and the risk that it proposes to both the collection system and IEUA facilities in order to determine whether a Permit is required. Industrial user discharge permits shall be subject to all provisions of Section 13.20, other applicable regulations, charges for use, and fees established by the city. Conditions of industrial user discharge permits shall be uniformly enforced by the city in accordance with Section 13.20 and applicable federal and/or state regulations.

In Lieu of the Regional Pretreatment Agreement, the City's sewage treatment services are currently provided based on the Authority of IEUA's ordinance #114.

In addition, the Santa Ana Regional Water Quality Control Board has provided IEUA with the authority to regulate discharges into the City's sewerage system from industrial users. The City of Chino, under the terms of the Regional Pretreatment Agreement, granted IEUA the authority to regulate industrial users within the City. SIU permits are issued through IEUA. Non-SIU permits are issued by the City only. This authority is set forth in the Municipal Code under Chino Basin Municipal Water District.

The City's pre-planned collaboration and coordination with storm drain agencies.

The City owns and operates the storm drain system within the City Limits. Both the sewer and storm drain facilities are within the Streets and Sewer Division. Should sewage discharge to a storm drain facility, City staff has full authority mitigate the impact of the spill.

- b. Require that sewer system components and connections be properly designed and constructed.

[Chapter 13.12, "Sewers—Connections and Extensions,"](#) sets forth the requirements for all new construction within the City and shall be connected to the City's sewer system. Chapter 13.12 will set forth the requirements for the location of sewer lines, the standards for construction, and the requirements for inspections.

[Section 13.12.060](#), “Sewer mains and sewer laterals—Construction, Inspection and Acceptance,” requires that the City provide the engineering, let bids and be responsible for the construction, inspection, and acceptance of sewer lines in existing streets. However, if the sewers are to be constructed by the developer, the developer shall be responsible for the engineering and construction. In all cases, the city shall inspect and accept the sewer lines and shall decide the size and type of construction.

While the City is responsible for sewer lines established in the public right-of-way, [Section 13.12.150](#) “Maintenance—Upper Sewer Laterals” establishes that the owner of each parcel of land that is served by a sewer lateral shall be responsible for the cleaning, repair, maintenance, and replacement of that sewer lateral.

In order to assist in the design, construction, and inspection of the sewer system, the City utilizes the current version of Standard Specifications for Public Works Construction (The Green Book), City Engineering Standards as prepared by the City and adopted in July 2025, and the most recently adopted version of the California Uniform Plumbing Code. Both the Public Works Department and the Development Services Department have responsibility and authority to review the plans and specifications submitted to the City as related to the installation of sewer

- c. Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee.

City Municipal Code (CMC), [Title 13, Section 13.20.200](#), as adopted by the City, gives the authorized representative of the Director of Public Works the legal right to unrestricted access to the sewer infrastructure located in private property. In accordance with the CMC, no person shall interfere with, delay, resist, or refuse entrance to an authorized and identified City representative attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the City’s sewerage system. The Director of Public Works shall have the right to set up on the user’s property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and/or metering operations.

- d. Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures.

The [City Municipal Code, Section 13.20.400](#) outlines the City’s enforcement mechanisms. This section includes the following enforcement actions as appropriate:

- [Verbal Warning](#) - A verbal warning will be given for violations such as housekeeping practices, late reports, etc. Verbal warnings do not apply to violations of any discharge limit or prohibition. The verbal warning will be documented with a written follow-up letter.
- [Written Warning](#) - For failure to comply with a verbal warning, a written warning with a compliance date will be issued. Written warnings do not apply to violations of any discharge limit or prohibitions.
- [Notice of Noncompliance](#) - A notice of non-compliance shall be issued whenever an industrial user discharge permit violation that does not imminently endanger human health or welfare occurs. The notice of non-compliance shall be served in person by a city representative or by certified or registered mail, return receipt requested, and shall require a response within no more than ten working days. If the permittee claims immediate correction of the violation(s) this shall be verified at the permittee's expense. However, if the permittee suggests a time schedule to correct the permit violations, and if in the opinion of the Director of Public Works,

a time schedule is required to obtain compliance, an administrative order shall be issued. The determination of noncompliance, for the same violation, shall be made during a consecutive six-month period of time. Such an order may include the appropriate violation assessments:

- o The first notice of noncompliance shall have at a minimum a one-hundred-dollar penalty assessment.
  - o The second notice of noncompliance for the same violation(s) shall have at a minimum a two hundred-fifty-dollar penalty assessment.
  - o The third notice of noncompliance for the same violation(s) shall have at a minimum a five-hundred-dollar penalty assessment.
- Administrative Orders - The Director of Public Works may require compliance with this chapter, permit conditions, or limitations by issuing administrative orders enforceable in a court of law, or by seeking a direct action. The following lists the types of administrative orders that shall be utilized by the city:
    - Cease and Desist Order - Upon finding that a discharge has taken place in violation of prohibitions or limitations of this chapter or the provision of the industrial user discharge permit, the Director of Public Works may issue a cease-and-desist order and direct those persons in violation to comply immediately or comply in accordance with a time schedule. All cease-and-desist orders shall have at a minimum a one-thousand-dollar penalty assessment.
    - Consent Order - Upon finding that an industrial user will need to install pretreatment equipment in order to come into compliance, the director of public works may require that a compliance time schedule, agreed upon in advance by the industrial user and the city staff, be contained in a consent order. All consent orders shall have at a minimum a five-hundred-dollar penalty assessment.
    - Show Cause Order - This order requires an industrial user to appear at City Hall at a certain date and time to show cause to the City as to why criminal and/or civil actions should not be taken against this industrial user. All show-cause orders shall have at a minimum a seven hundred fifty-dollar penalty assessment.
    - Compliance Order. This order will direct an industrial user to achieve or restore compliance by a specific date. The terms of the order need not be discussed with the industrial user in advance. All compliance orders shall have at a minimum a one- thousand-dollar penalty assessment.

In addition, the City reserves the right through [Section 13.20.410](#) "Termination of services" that any industrial user discharge permit may be revoked, and any sewerage service to any industrial user may be suspended by the Director of Public Works, if the industrial user is in violation of any provision of this chapter or of applicable state and federal regulations. In the event the user fails to comply voluntarily with the administrative order, the City shall take such steps as deemed necessary, including but not limited to the immediate severance of the sewer connection, revocation of the industrial user discharge permit, and/or termination of water service, to prevent or minimize damage to the city's sewerage system, POTW and/or endangerment to any individual.

- e. Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

[Seč.13.02.130](#) establishes requirements for construction improvements withing a right-of-way or City easement. [Section 12.30.090](#) also establishes standards for operations and maintenance.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are the City ordinances and standards adequate for fulfilling the SSMP legal requirements?
- Does the City have a process in place for periodic review and evaluation of ordinances?
- Have there been instances when the code or ordinance did not address a need or circumstance?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	PWSM
3.1	Review Ordinance(s) to confirm all documents provide necessary required legal authority.	Once per 6-year SSMP Update Cycle	X	X	
3.2	Confer with storm drain owners to ensure current practices and contact information are up to date.	Annually		X	
3.3	Monitor and document occasions when Ordinance(s) failed to address issues as intended.	Continuously	X	X	X

**RESILIENCE**

Resilience is addressed in Element 3 by:

- Keeping abreast of industry trends and local ordinances that may affect operations.

**APPENDIX 3 INCLUSIONS**

- None

## 4. Operation and Maintenance Program

### WDR REQUIREMENTS

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#### [Att. D-4 \(pg. D-4\)](#)

*“The Plan must include the items listed below that are appropriate and applicable to the Enrollee’s system.”*

### 4.1. Updated Map of Sewer System

#### WDR REQUIREMENTS

---

#### [Att. D-4.1 \(pg. D-4\)](#)

*“An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.”*

#### COMPLIANCE

---

The above items are addressed below:

The City maintains an ARC-GIS-based mapping system in ArcGIS geodatabase format. This mapping system provides up-to-date mapping information of the sanitary sewer system showing all gravity line segments, manholes, pumping facilities, lift stations, pressure pipes, valves, casings, laterals, and stormwater conveyance facilities. The system has the functionality to access all information related to any sewer asset and can be used to print maps, as necessary.

Historic sewer facility maps, including engineering and construction drawings (blueprints) are stored electronically on a central computer system. All paper originals are stored in a fireproof archive vault.

System maps include gravity mains, force mains, manholes, pump stations, property boundaries and addresses, creek locations, and storm drain mapping, and pipe asset information. Field operators utilize paper map books for routine operations and maintenance activities.

The City has a procedure for updating any map errors, omissions, or implementing necessary changes on a continuous basis. Field operators have the option for marking-up paper maps with recommended changes which reviewed by the collection system Supervisor. Any necessary changes are updated online and sent to the City’s GIS department for updating.

All "accepted" areas have plans and permits that have been finalized. These are then turned over to I.T. for adding these locations and information to the GIS however there is a current backlog for implementation.

The City can make its current sewer maps available to Water Board staff upon request.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were all map updates completed in a timely manner?
- Are all staff trained in the procedure for providing map update information?
- Are newly installed sewer assets incorporated into the system maps?
- Are there terrain features or assets that should be incorporated in future map updates (e.g. exposed pipe, siphons, ARVs, surface water, etc.)

**IMPLEMENTATION PLAN/SCHEDULE**

No	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
4.1.1	Review map update procedures with all affected staff.	Annually		X	X
4.1.2	Review/ensure all newly installed facilities have been updated and included in the system maps	Annually		X	X

## 4.2. Preventive Operation and Maintenance Activities

### WDR REQUIREMENTS

---

#### [Att. D-4.2 \(pgs. D-4/D-5\)](#)

*“A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:*

- *Inspection and maintenance activities;*
- *Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;*
- *Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.*

*The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.”*

### COMPLIANCE

---

The purpose of a work order system is to program and track all required inspection and maintenance activities within the collection system to help proactively prevent blockages/operational problems or spills.

The City utilizes ACCELA Work Order software data combined with technical input from its collection system Supervisor to develop work plans and help make informed decisions regarding its assets and infrastructure. Field operators log daily field inspections and work activities in ACCELA which are used to formulate work plans and document routine activities such as CCTV inspections, pipe cleaning and pump station maintenance to help prevent spills.

Internal work orders are generated and tracked by the City of Chino Public Works, Services Division. Field crew activities are recorded on various forms that include service requests, cleaning reports, sewer maintenance daily reports, logs, and overflow report forms, etc. and are stored in the City’s file cabinets. The reports are made available to department staff.

Data compiled in ACCELA is continuously reviewed by the collection system Supervisor to plan and schedule higher-frequency inspection and maintenance activities such as Hot Spot cleaning and selective root control work. ACCELA is also used to document emergency repairs and other reactive activities.

### EFFECTIVENESS

---

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are the City’s maintenance, operations, and work orders periodically audited for accuracy and completeness?
- Does the City monitor “open,” “overdue,” or “not yet completed” work orders to ensure completion of tasks?
- Are inspection and maintenance activities reducing the number and volume of spills?
- Is maintenance work being completed as scheduled?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	Sup
4.2.1	Monitor "Past Due" work orders to ensure critical work is being completed	Quarterly		X	X
4.2.2	Review scheduled Preventative Maintenance to ensure the prescribed schedule remains appropriate.	Annually		X	X

## 4.3. Training

### WDR REQUIREMENTS

---

#### [Att. D-4.3 \(pg. D-5\)](#)

*“In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:*

- *The requirements of this General Order;*
- *The Enrollee’s Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data.”*

### COMPLIANCE

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The City’s training program covers numerous areas involving or associated with wastewater collection systems and serves to develop and maintain highly qualified, knowledgeable, and capable staff. This training is provided through a variety of modes (self-study, seminars, conferences, on-the-job, etc.) and begins from the first day on the job and continues regularly thereafter.

The City budgets for training of City personnel in each budget year. Public Works service staff receive regular training to enhance their job knowledge, skills, and abilities. These trainings include:

- Spill Emergency Response
- Sewer Cleaning
- Forklift Operation
- HAZWOPER Training
- Lockout/Tagout Procedures
- Confined Space Entry and Rescue
- General Safety
- Traffic Control
- Pipe Repair
- Public Relations
- Pump Station Operations and Maintenance
- CCTV
- Trench shoring
- BMP
- Other training subject matter as required.

Staff involved in responding to customer service calls, including sewage spills, receive training on the City’s Spill Emergency Response Plan. This training is part classroom and part hands-on exercises and drills for responding to spill events and includes containment, restoring flow, spill volume, volume recovered, spill start time estimations, clean up and completing the spill event data collection forms.

The City has developed spill response procedures for Contract Service personnel who perform work for the City. The Contract Service personnel are required to:

- Immediately notify the City of any sewage spill they encounter.
- Make attempts to contain the spill.
- Cordon off the area to keep the public safe; and
- Remain onsite until City staff arrives and relieves them.

This language is included in service agreements and discussed during pre-job meetings.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has all training been completed as scheduled?
- Have records of training and attendance been documented and maintained?
- Have all staff demonstrated ability and knowledge after each training event?
- Have contractors received, at a minimum, direction for reporting and responding to spills?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			Dir	Eng	Sup
4.3.1	Review training documentation to ensure all staff have received required training	Quarterly			X
4.3.2	Review agreements with contractors and/or pre-job meeting minutes to ensure contract personnel have received instruction for responding to sewage spills	Each Contract			X

#### 4.4. Equipment Inventory

##### WDR REQUIREMENTS

[Att. D-4.4 \(pg. D-5\)](#)

*“An inventory of sewer system equipment, including the identification of critical replacement and spare parts.”*

##### COMPLIANCE

The City maintains a host of equipment for both routine maintenance and for contingency or emergency operations. The Critical Spare Parts Inventory list is in table 5 below.

<b>Wastewater Collections Inventory</b>		
<b>Description</b>	<b>Quantity</b>	<b>Location</b>
Verisight ½ " push camera	1	Sewer Shed
Mortar cement bags	5	Sewer Shed
Cement charola	1	Sewer Shed
EZ up	1	Sewer Shed
Square shovel	8	Sewer Shed
Push Broom	3	Sewer Shed
Wheel counter	1	Sewer Shed
Breaking bar	1	Sewer Shed
Manhole fence barricade	1	Sewer Shed
Water jug for pumps	1	Sewer Shed
Clay pipe cutters	1	Sewer Shed
Bolt cutters	1	Sewer Shed
Sewer line marking tape	1	Sewer Shed
Flex couplers	8	Sewer Shed
6" MAX adaptor	3	Sewer Shed
Sewer concrete clean out	1	Sewer Shed
8"-10" MAX adjustable adaptor	7	Sewer Shed
6" Clay to Clay coupler	2	Sewer Shed
6" Plastic to Plastic coupler	1	Sewer Shed
8" Rubber Coupler	1	Sewer Shed

<b>Wastewater Collections Inventory</b>		
<b>Description</b>	<b>Quantity</b>	<b>Location</b>
8" Clay to Plastic coupler	1	Sewer Shed
6" Clay to Plastic coupler	1	Sewer Shed
8" Cast Iron to Plastic coupler	1	Sewer Shed
10" Cast Iron to Plastic coupler	1	Sewer Shed
4" MAX Adapter	11	Sewer Shed
4" Clay to Plastic coupler	8	Sewer Shed
4" ABS 45 degrees	4	Sewer Shed
Tripod (Confine Space)	1	Sewer Shed
Confine space blower	1	Sewer Shed
Confine space harness	2	Sewer Shed
Mikasa MTX-60 (Wacker)	1	Equipment Shed
Husqvarna K979(Concrete saw)	1	Equipment Shed
MK3000 (walk behind saw)	1	Equipment Shed
American 131 (powder puff)	1	Equipment Shed
30" Asphalt blade	1	Equipment Shed
Unit 684 Chevy Silverado 1500	1	Service Yard
Unit 629 Chevy Silverado 2500HD	1	Service Yard
Unit 660 Case Backhoe	1	Service Yard
Unit 716 Chevy Silverado 1500	1	Service Yard
Unit 648 Vactor 2100	1	Service Yard
Unit 679 Vac-con	1	Service Yard
Unit 6026T CPS generator trailer	1	Service Yard
Green dye bottle	2	Sewer Shed
Unit By pass pump trailer	1	Service Yard
Back up generator	1	Service Yard
Ladder	4'	Sewer Shed
Ladder	23'	Sewer Shed
Ladder	23'	Sewer Shed

Wastewater Collections Inventory		
Description	Quantity	Location
4" SDR	20'	Sewer Shed
6" SDR	7'	Sewer Shed
6" SDR	10'	Sewer Shed
4" ABS	10'	Sewer Shed
4" SDR	8'	Sewer Shed
8" SDR	16'	Sewer Shed
10" Clay	6'	Sewer Shed

Table 5 – Critical Spare Parts Inventory

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have inventory lists been audited as scheduled?
- Have any inventory deficiencies or omissions been discovered and rectified?
- Has the City experienced any equipment failure that inhibited a spill response?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
4.4.1	Audit inventory lists to ensure stock is adequate	Annually			X
4.4.2	Check with vendors to ensure lead times for critical parts are as expected.	Annually			X
4.2.3	Ensure contracts with emergency support services are current	Annually			X

**RESILIENCE**

Resilience is addressed in Element 4 by:

- Developing an SOP for updating maps when errors are discovered.
- Developing and using forms (paper or electronic) for data collection to help ensure all pertinent information is consistently collected.
- Periodically evaluating inspection cycle intervals to help ensure they are optimized.
- Requiring staff to demonstrate ability and/or knowledge for all training activities.
- Monitoring equipment and critical spare parts usage for and trends.
- Performing periodic audits of the vehicle and equipment inventory List.

APPENDIX 4 INCLUSIONS

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- None

## Specifications 5.19 – Operations and Maintenance

### WDR REQUIREMENTS

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#### [Specification. 5.19 \(pg. 27\)](#)

*“To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.”*

### COMPLIANCE

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The above items are addressed below:

#### Gravity Main Cleaning

Sewer Line Cleaning is accomplished through the implementation of a work-order based system. Work is planned in advance. Service Requests are issued to staff to follow-up on any concerns such as odors, blockages, overflows, pests, broken or missing manhole lids, etc.

The City owns and operates two combination trucks which are used to clean sewer mainlines with a goal of cleaning the entire collection system every 6 years.

Work orders are issued for all maintenance management activities, inspections, customer service calls, and spill responses. This includes issuing work orders for scheduled and unscheduled inspections, cleaning, and other maintenance activities. Work orders provide staff with a daily schedule and cleaning route. After a section has been cleaned, Public Work service staff complete a cleaning record which includes the following information:

- Date and time of cleaning.
- Method of cleaning
- Names of collections workers
- Location of the cleaning
- Location and cause of any blockage if found.
- Recommendation(s) of required further actions.

Upon completion of the day’s activities all cleaning information and work orders are returned to the Public Works Services Office for entry by the collection system Supervisor into a database.

#### Manhole Inspections

The manhole interior and exterior surfaces are inspected on an as- needed basis for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors, and any signs of unusual settlement around the manholes and along sewer alignments.

#### Vermin and Rodent Control

Sewers infested by insects are chemically treated. Those infested by rodents are baited.

### Sewage Pump Stations

The City owns three pump stations however operates two pump stations at the present time and each are inspected weekly. These pump stations are equipped with alarm systems and are inspected regularly. They also have backup bypass pumps and mobile generators in case of emergency shutdown. All pump stations include emergency signage installed to allow the public to contact the City for any sewer emergencies for these facilities.

### Gravity Mainline Inspections

To ensure that these problems are properly mitigated, city staff complete some CCTV inspections and also work closely with outside contractors performing video inspection work on the City's sewer lines to document gravity mainline pipes and problems. The return interval for inspecting the entire sewer system is currently approximately every 6 years and is currently projected to decrease this frequency due to the addition of a new CCTV van in the City's fleet expected to be online in summer of 2025.

### Easement Maintenance

The City initiated an easement maintenance program starting in early 2025 which includes maintaining roads and difficult to access locations in the collection system.

### Pipe Repairs/Rehabilitation

The City's Rehabilitation and Replacement Plan is comprised of several processes including regular sewer line inspections and CCTV inspections. Public Works services staff and contractors perform sewer line inspection and CCTV inspections and report the conditions of sewer pipes. When a deficiency is identified, a work request is sent to Engineering staff to determine an appropriate remedy. If the problem is designated as an emergency, the necessary resources and personnel are assigned in a timely manner. If it is not an emergency, the pipeline repair/replacement is prioritized, scheduled, and placed within the CIP in conjunction with other sewer projects. Funding for rehabilitation and replacement projects is another integral part of the Rehabilitation and Replacement Plan. Budget amounts change from year to year based on the expected projects for each year; the Capital Improvement Program (CIP) budget contains funds for miscellaneous sewer repairs.

### Lateral Program

In November of 2023, the City amended section 13.12.150 of the municipal code to reflect the City's new responsibility of the lower sewer lateral located in the public right-of-way as it relates to cleaning, repair, maintenance, and replacement. Currently, when notified, City Wastewater staff will respond to issues and or blockages related to residential or commercial properties. If it is determined the blockage or issues are caused by the lower lateral, City Wastewater staff will make the necessary repairs.

The City is actively working on a formal lower sewer lateral maintenance program that can be implemented as a proactive approach to identifying aging infrastructure and utilizing the information in collaboration with the City's CIP team to address these deficiencies, if possible, during a street rehab project.

System Monitoring

The City has installed and maintains three (3) [SmartCover](#) electronic level sensors in the collection system installed in strategic locations to alert operators to help prevent spills and monitor maintenance cleaning intervals in certain locations. The City is looking into purchasing an additional three (3) [SmartCover](#) sensors.

## 5. Design and Performance Provisions

### 5.1. Updated Design Criteria/Construction Standards/Specifications

#### WDR REQUIREMENTS

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##### [Attachment D-5.1 \(pg. D-5\)](#)

*“Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.”*

#### COMPLIANCE

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The above items are addressed below:

**Written Design Standards:** Design standards usually included written documents and standards that tell a design engineer how to design a gravity sewer, pressure sewer, sewage lift stations, and other sewer appurtenances.

For each new sewer project, a properly designed set of plans, consistent with the standard specifications is then submitted to the City for review and approval. This step represents a critical part of the sewer design and construction process in that the plans must be checked for conformance with the design, construction, and manholes standards.

It is optional that each city has its own specific sewer construction standards or specifications.

The purpose of this element is to ensure that all sewers within the City are designed and constructed with generally accepted engineering and industry standards.

As a starting point, all projects will have accurate flow projections, Hydraulics of Sewers, and planning and Design Criteria.

**Sewer Materials and Structures:** Sewer pipes, reinforced concrete box, sewer pipe joint, sewer maintenance holes, other sewer maintenance structures, spacing, excavations, bedding, backfills, and other specifications are clearly laid out the set of plans.

**Sewer Construction:** It is the responsibility of the City to ensure that the contractors and engineers follow its construction standards and City provides an oversight for ensuring they are built as per design documents, or “As Built Drawings” are provided to the City. Similar standards are also applicable to sewer rehabilitation projects to improve sewer system performance.

**Description of City Process:** The City requires that all sewers be designed and constructed are done in accordance with the City Standard Plans and Specifications. The City’s specifications by reference incorporate the most recent edition of the *Green Book* “Standard Plans and Specifications for Public Works Construction, Special Provisions, and Standard Drawings” and the most recent *California Plumbing Code*, “California Code of Regulations” Title 24, part 5 issued by The California Building Standards Commission. The City requires that plans be designed or prepared under direct supervision of licensed engineers and

provides a thorough review of plans by the City’s plan check staff prior to approval for construction and inspection of the actual construction work.

Since the *Green Book* and the *California Plumbing Code* are large documents, they are located in this document’s reference list. The City’s Standard Plans and Specifications address all routine sewer design and construction activities. However, design of specialty facilities such as sewage lift stations and/or large diameter sewer lines are handled on a case-by-case situation.

Once the sewer project is designed properly and the contractor has approved set of construction plans and specifications, the City ensures the new or rehabilitated sewers are properly constructed before the City will accept operation and maintenance responsibility. City staff or outside consultants perform construction inspection as deemed appropriate by the City. It is, however, not required that the inspector be at the construction at all times. The inspector usually provides a written record of each inspection and a final acceptance authorization.

The City provides inspection by utilizing its own staff or outsourcing to qualified consultants and/or contractors for the inspection of new sewer construction projects. The inspection of new sewers and the replacement and/or rehabilitation of existing sewers is conducted by City-trained inspectors. The City requires that “As-Built” sewer plans of the completed projects be submitted prior to final approval for acceptance of sewer facilities for public use. In addition, after completion of any sewer mains, the City requires a video inspection of the completed sewer to ensure that newly constructed sewer is free from cracks, any foreign objects debris or settlement of debris. If at any point during design or construction stage a dispute arises or if the design engineer or contractor deviated from as approved plans, the dispute resolution process will timely and effectively resolve the matter to the City’s satisfaction.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are plan checking QA/QC processes helping to ensure adherence to the standards?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
5.1.1	Ensure all project plans are approved in accordance with the City’s Standard Specifications and Details.	Each Project		X	
5.1.2	Verify design standards and hydraulic model previously completed are adequate and consistent with current standards of practice.	2025		X	

## 5.2. Procedures and Standards

### WDR REQUIREMENTS

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#### [Attachment D-5.2 \(pg. D-5\)](#)

*“Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.”*

### COMPLIANCE

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Public Works services staff perform many operational and maintenance activities to ensure the reliable performance of the collection system. Sewer lines are cleaned of roots, debris, grease, etc. Sewer cleaning is performed by using high pressure hydro-jetting equipment, specialized root cutters, and other equipment. As the cleaning is performed, Public Works Wastewater Staff is also performing visual inspections of manholes to see if there is evidence of surcharge, vandalism, structural damage, and other infrastructure concerns. The Collections Systems goal is to clean the entire system every 6 years.

The City also contracts to have video inspection for at least 10-miles of its sewer main collection system on an annual basis. During this video inspection, the sewer is also cleaned.

Sewer overflow problem areas known as hot spots are cleaned more frequently, monitored on a monthly basis, and controlled aggressively.

The City owns and operates two vacuum jet trucks which are used to clean the sewer mains, sewer laterals, cleanouts, storm drains and catch basins.

Sewer Line Cleaning is accomplished through the implementation of a work-order based system. Work is planned in advance. Service Requests are issued to staff to follow-up on any concerns such as odors, blockages, overflows, pests, broken or missing manhole lids, etc.

Work orders are issued for all maintenance management activities, inspections, customer service calls, and spill responses. This includes issuing work orders for scheduled and unscheduled inspections, cleaning, and other maintenance activities. Work orders provide staff with a daily schedule and cleaning route. After a section has been cleaned, Public Work Wastewater staff complete a cleaning record which includes the following information:

- Date and time of cleaning.
- Method of cleaning
- Names of collections workers
- Location of the cleaning
- Location and cause of any blockage if found.
- Recommendation(s) of required further actions.

Upon completion of the day’s activities all cleaning information and work orders are returned to the Public Works Services Office for entry into the database. The City uses tracking software to log and track field activities. The following summarizes the City’s preventive maintenance work performed by the City:

- Manhole Inspection - The manhole interior and exterior surfaces are inspected on an as- needed basis for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious

industrial waste, odors, and any signs of unusual settlement around the manholes and along sewer alignments.

- Drop Manholes - These facilities are inspected and cleared of stoppages and flow restrictions on variable frequencies based on prior inspection records.
- Sewer Line Cleaning - Sewer lines are cleaned by hydro jet or rodding based on an as- needed cleaning schedule. Additional cleaning and hydro jetting is performed in areas with excessive accumulation of grease, garbage, grinds, or sand build up. Special cleaning is performed based on the history of the sanitary sewer buildup at recurring locations.
- Vermin and Rodent Control - Sewers infested by insects are chemically treated. those infested by rodents are baited.
- Sewage Pump Station - The City owns and operates two pump stations at the present time. These pump stations are equipped with alarm systems and are inspected regularly. They also have backup pumps in cases of emergency shutdowns.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were any design or installation deficiencies found during warranty inspections?
- Are deviations from standard procedures and/or specs, testing, etc., justified and documented?
- Does the City stay abreast of industry design standards and technical advances in the industry?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
5.2.1	Verify inspection procedures are adequate and consistent with current standards of practice	Ask actual cycle?		X	
5.2.2	Verify design standards and hydraulic model previously completed are adequate and consistent with current standards of practice.	Ask actual cycle?		X	

**RESILIENCE**

Resilience is addressed in Element 5 by:

- Staying abreast of industry trends and standards.
- Performing warranty inspections of newly installed or repaired assets to evaluate design and installation practices.
- Evaluating as-built changes for trends and areas for design and performance improvements.

**APPENDIX 5 INCLUSIONS**

- None

## 6. Spill Emergency Response Plan

### WDR REQUIREMENTS

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#### [Attachment D-6 \(pg. D-6\)](#)

*“The Plan must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:*

- *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
- *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;*
- *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;*
- *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;*
- *Address emergency system operations, traffic control and other necessary response activities;*
- *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;*
- *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;*
- *Remove sewage from the drainage conveyance system;*
- *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;*
- *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
- *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;*
- *Conduct post-spill assessments of spill response activities;*
- *Document and report spill events as required in this General Order; and*
- *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.”*

### COMPLIANCE

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The City’s Spill Emergency Response Plan (SERP) is a stand-alone document that contains all the key elements necessary for an appropriate spill response: notification, emergency incident response, reporting, and impact mitigation. The current plan, prepared by Fischer Compliance, LLC, meets the requirements of the WDR, which became effective on June 5, 2023. Initial training has been provided to affected staff and refresher training is conducted annually. A copy of the SERP is available for viewing at the City office upon request.

To help supplement resources, the City also has an established mutual aid agreement with the cities of Chino Hills, Ontario, Montclair, Upland, Fontana, Jurupa Community Services District (JCSD), the

Cucamonga Valley Water District, and IEUA. This includes resources for supporting the City with emergency assistance in the event of a major sanitary sewer spill.

The City also has ongoing agreements with contractors for supporting both routine and emergency operations.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have staffs’ spill response efforts helped to prevent the discharge of sewage to surface waters?
- Do post-spill assessments indicate staff are following the procedures outlined in the SERP?
- Is SERP training effective and are trainees demonstrating adequate knowledge and abilities?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
6.1	Perform SERP training including practice drills.	Annually			X
6.2	Review Post Spill Assessments to ensure adherence with the SERP and to identify any trends that should be addressed.	Annually			X

**RESILIENCE**

Resilience is addressed in Element 6 by:

- Multiple staff are trained to respond to spill events.
- Post-spill assessments are conducted to evaluate staff’s adherence to the SERP and to identify areas for improvement.
- Data collection forms are used to direct staff to collect all the required data to be submitted to CIWQS and are designed as a guide to a proper spill event response.
- The City employs several different spill volume estimation methods to account for different circumstances.

**APPENDIX 6 INCLUSIONS**

- None

## 7. Sewer Pipe Blockage Program

### WDR REQUIREMENTS

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#### [Attachment D-7 \(pg. D-7\)](#)

*“The Sewer System Management Plan must include procedures for the evaluation of the Enrollee’s service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.*

*The procedures must include, at minimum:*

- *An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- *A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;*
- *The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages.*
- *Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;*
- *Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;*
- *An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- *Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.”*

### COMPLIANCE

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In many sanitary sewer collection systems, Fats, Oils, and Grease (FOG) is known to be a significant cause, and or contributor, of sewer blockages in pipe and the cause of operational disruptions and damage to sewage pump stations. Although service areas that include commercial and institutional food service establishments (FSEs) are obvious sources of FOG, residential communities, especially those of medium and high-density multi-family residences, can also be a significant source of FOG. It is the purpose of the Regional FOG Control Program to ensure all customers in our service area are following the City Ordinance, and state and federal requirements, to prevent sewage overflows caused by FOG related blockages in our sewer collection system.

FOG Control Programs are required to include specific elements in order. The City of Chino has evaluated its sewer service area and determined a FOG control program is needed. The City has, developed the following FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system.

## Public Outreach

The City developed an appropriate outreach program that includes educating all Food Service Establishments identified by the City through both the FOG Inspection Program as well as the NPDES MS4 Inspection program. Education and outreach materials are provided at each inspection. This education program includes a tri-fold brochure, which provides information on the proper management of an FSE's grease and oil generation, maintenance, and operation of grease interceptors, how to locate grease collection companies, and what will typically happen during a FOG inspection. A sample of a typical outreach hand-out is available at San Bernardino County Stormwater Program website, shown below:

- <https://sbcountystormwater.org/wp-content/uploads/2017/05/Food-Restaurants.jpg>

Currently, the San Bernardino County Stormwater program has developed an educational program focused on residential cooking oil disposal that includes information regarding the proper disposal of home-generated cooking oils. An English and Spanish version of the handout is available at the following two websites:

- <https://sbcountystormwater.org/wp-content/uploads/2018/10/cookingoilenglish.pdf>
- <https://sbcountystormwater.org/wp-content/uploads/2018/10/cookingoilspanish-1.pdf>

The City will use these materials to provide outreach to the residential communities, through local channels, events, and the City's periodic newsletter, "Chino Connection." The information will be in the form of page advertisements within the newsletter.

In addition, both the City's FOG and NPDES inspection programs will include distribution of appropriate Best Management Practice materials during the routine inspections.

## Disposal of Pipe Blocking Substances

The City requires each FSE to make arrangements for the proper disposal of FOG generated by the FSEs. During periodic inspections conducted under both the FOG and NPDES programs, conducted every 1, 2, or 5 years based on the risk history of noncompliance, each FSE's FOG disposal records and manifests are reviewed to ensure that the FSE is properly disposing of the FOG. The City inspects for FOG annually for high risk, every other year for medium risk, and also inspects at an increased frequency such as every 4-6 months in cases where FSEs are repeatedly non-compliant.

City will evaluate the records in conjunction with the interceptor to ensure its operating properly and all components are in place. Grease interceptors are regulated at the 25% rule where if 25% of the interceptor's capacity is remaining, the City will direct the FSE to pump the interceptor immediately.

These manifests should include the grease disposal firm's name, address, amount of grease removed, and the date of service. In the event that a record is not on-site during the inspection, the City typically will issue a Notice of Correction under either program. Many franchise FSEs will submit these records to a central corporate facility. The City will require that the FSE keeps copy on site or retrieve said inspection record as part of the NOC and will schedule a revisit to review this record.

The City provides a list of local grease disposal companies that are available on the City's website. In addition, the County of San Bernardino Stormwater Program recommends that FSEs search for grease disposal or rendering services within the telephone directory. The County program provides a phone number (909-386-8401) for additional resources.

Typically, when the City conducts a FOG inspection, the City will open and inspect the grease interceptor on-site and perform a physical measure of the remaining volume. If there is an accumulation of 25% or more of grease and solids within the operating fluid capacity of the interceptor, a mandatory pumping is required. Usually, the volume of grease present will determine the schedule for interceptor pumping. The grease interceptor is verified to have all components such as inlet tee, baffle tees, outlet tees or walls to function properly. The following is an example of an Interceptor Inspection form, which indicates the required frequency of servicing depending on accumulation, with grease in the sample box requiring interceptor servicing within 24-hours. This form also provides a method for determining if the interceptor requires any type of repairs.

#### Legal Authority (Prohibit Discharges)

The City's current ordinance provides the legal authority to prohibit discharges of FOG to the sewer system. [Section 13.20.115](#) "Prohibited discharges to the public sewerage system," in which paragraph A identifies as prohibited any "Waste and/or wastewater that contains substances that may precipitate, solidify and/or become viscous at temperatures between fifty degrees Fahrenheit or ninety degrees Fahrenheit."

The City undertakes routine maintenance activities relating to the FOG program, including routine CCTV inspections of sewer lines and line cleaning to prevent the build-up of FOG within the City's sewer lines. Based on historical knowledge of the sewer system, the City focuses additional resources in those areas in which FOG buildup may have occurred in the past, or in which a large number of either Food Service Establishments (FSE) or residential apartment complexes are located which, due to the City's socioeconomic make-up, may have increased cooking oil discharges. The City believes that the low number of spills during the last ten years is evidence that the current management approach has been effective in preventing spills and blockages caused by FOG.

#### Legal Authority (Grease Control Devices)

[Section 13.20.200](#) "Inspection" of the City's current ordinance provides adequate authority to the City to conduct inspections of grease removal devices. Currently, the City conducts FOG inspections under two separate programs, the NPDES Program which occurs annually on high priority commercial users and includes a review of grease removal records. Both inspections occur at the same time and frequency typically on an annual basis for FSEs with grease interceptors. The City is proposing to add Section 13.20.220 "Grease, Sand and Oil Interceptor Inspections" in order to further clarify the requirements for maintenance, including standards for servicing. The proposed language of this section is as follows:

*"The grease or sand and oil interceptor of any facility shall be properly maintained. It shall be cleaned, as often as is necessary by the owner or user to assure that all grease, sediment, floating material, sand and oil do not accumulate to impair the efficiency of the interceptor. When an interceptor is cleaned, the accumulated sediment and floating material shall be removed and disposed of legally. Under no circumstance shall the material removed from a grease or sand and oil interceptor be discharged into a public sewer collection system, storm drain system, or ground. An interceptor is not considered properly maintained if, for any reason, it is not in good working condition. An interceptor is also not considered properly maintained if grease, sediment, floating material, sand and oil accumulations total more than twenty-five percent of the operating fluid capacity. The owner of any facility, the lessee and sub lessee, if there be such, and any proprietor, operator, or superintendent of such facility are individually and severally liable for any failure or improper maintenance of such interceptor. In addition, the grease,*

*sand and oil interceptor shall be maintained so that the discharge will comply with all limits contained in the resolution titled "Wastewater Effluent Limitations."*

**Legal Authority (Inspection of Grease Producing Facilities)**

[Section 13.20.215](#) has inspection requirements allowing the City the right to inspect the user's facility and sample the user's discharge to determine compliance with this chapter. grease producing facilities.

State that City has identified portions of the system subject to FOG and describe how City maintains areas known to be subject to FOG.

The City has an established preventative maintenance program to monitor and inspect sections of sewers impacted by grease and conducts routine sewer mainline cleaning in these sections using jetting and rodding as appropriate.

Source Control Program (see A-f above for details how the City implements its source control program specific for pipe-blocking substances).

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any blockages/spills from any identified problem area?
- Is the City receiving feedback on public outreach efforts?
- Are the debris and other sewage solids collected during cleaning activities being disposed of appropriately?
- Have there been spills due to excessive fats, oil, grease, roots, or non-dispersible wipes discovered in the sewer system during the audit period?
- Are there repeat offenders among FSEs?
- Are enforcement trends decreasing?
- Are Source Control and Collection staff included in the plan check process?

**IMPLEMENTATION PLAN/SCHEDULE**

No	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
7.1	Review/evaluate enforcement and inspection findings and implement changes as necessary.	Annually			X
7.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually			X

## RESILIENCE

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Resilience is addressed in Element 7 by:

- Inspection of select assets directly downstream of grease producing businesses to ensure source control is effective.
- Residential FOG outreach and education program.
- Performance of regular assessments of system assets to monitor performance.
- QA/QA process for evaluating pipe cleaning effectiveness.
- Daily disposal of pipe blocking materials retrieved during maintenance activities.

## APPENDIX 7 INCLUSIONS

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- 7.1. Sample City FOG Inspection Enforcement Documentation

## 8. System Evaluation, Capacity Assurance, Capital Improvements

### WDR REQUIREMENTS

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#### [Attachment D-8 \(pg. D-\)](#)

*“The Plan must include procedures and activities for:*

- *Routine evaluation and assessment of system conditions;*
- *Capacity assessment and design criteria;*
- *Prioritization of corrective actions; and*
- *A capital improvement plan.”*

### 8.1. System Evaluation and Condition Assessment

#### WDR REQUIREMENTS

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#### [Attachment D-8.1 \(pgs. D-7/D-8\)](#)

*“The Plan must include procedures to:*

- *Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;*
- *Identify and justify the amount (percentage) of its system for its condition to be assessed each year;*
- *Prioritize the condition assessment of system areas that:*
  - o *Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;*
  - o *Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;*
  - o *Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List.*
- *Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection method;*
- *Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;*
- *Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and*
- *Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.”*

## COMPLIANCE

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The above requirements are addressed below:

The assessment of a collection system involves every component of the City collection system, including pipelines, manholes, and pump stations. The assessment of pipeline condition is the most significant condition assessment responsibility the City has. It is of key importance to regularly perform pipeline condition assessments to initially establish a condition baseline and to monitor condition changes over time.

### Technologies, Practices, Strategies

The City employs a variety of technologies, practices, and strategies for implementation of its sewer system condition assessment program as follows:

- The City utilizes and maintains an ArcGIS Geodatabase software to manage sewer infrastructure and maps. The City conducts Closed-Circuit Television (CCTV) inspections with its own equipment/staff and supplements some sections with outside contracted services. The City's current CCTV interval for inspection of the entire sewer system is approximately every 9 years. New sanitary sewer construction and/or major sewer reconstructions are completed based on site-specific designed plans and specifications using the "Public Works Standard Plans and Specification" (*Green Book*) as well as the City's Standard Engineering Designs. Sewer plans and specifications are designed with sufficient capacity for current and future base, peak, and wet weather flow demands, including evaluation of impacts from proposed projects on the existing sewer system.
- The City also relies on modern Master Planning techniques for further evaluation of both capacity and condition assessment of sewers. The city completed an original Sewer Master Plans in 2011 that included evaluating hydraulic and modeling the hydraulic conditions for base flows, peak flows, sewer flow velocity, and d/D flow depth to pipe diameter ratio. A [2022 Sewer Master Plan](#)<sup>2</sup> was completed to update the 2011 Plan that included comprehensive assessments of existing and future sewer design capacities due to the expanding growth of residential, commercial, and industrial projects proposed within the City's sewer service area. The City revised its 2011 Sewer Master Plan in 2022 Sewer Master Plan that includes the following updates:
  - Evaluate existing and future sewer system capacity and existing sewer asset condition for development of a phased approach for the City's sewer capital improvement program with capacity and condition related projects.
  - Create a dynamic GIS database for leveraging multiple operational and project planning including integration of data into an asset management system.

The key objectives of the 2022 Sewer Master Plan included the following tasks that were completed:

- Review of the wastewater layer of the City's GIS including all wastewater lines (excluding laterals) and update as needed.
- Evaluate of whether a survey of sewer manholes is needed and to what extent.
- Construction of a sewer model.
- Utilization of the model to identify those portions of the wastewater system that are overloaded under existing and future conditions.

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<sup>2</sup> The City of Chino 2022 Sewer Master Plan can be read in its entirety at this link:  
[https://www.cityofchino.org/DocumentCenter/View/3364/Sewer-Master-Plan-2022\\_for-public](https://www.cityofchino.org/DocumentCenter/View/3364/Sewer-Master-Plan-2022_for-public)

- Development of a capital repair and replacement program that will establish an appropriate rate of renewal and capital investment.
- Preparation of a prioritized Capital Improvement Program that will address identified capacity and condition-related deficiencies.

### Justification for Condition Assessment

The City has one CCTV van dedicated to the inspection of sewer mains and lower laterals. Staff assesses the condition of the collection system on an 8-year interval. The City maintains a relatively low spill rate which is continuously assessed to help ensure an optimal inspection cycle. Having the new CCTV van allows staff to inspect laterals and mainlines in a timely manner not relying on contracted services and their schedule therefor improving the efficiency. Prioritize Condition Assessments

The City inspects all gravity mains and manholes and is knowledgeable about the performance of its collection system. Staff believes it is appropriate to address all pipe segments in the same manner as the risk and consequence of a spill from any portion of the collection is essentially the same.

The City performs top-down, visual inspections of manholes and video inspections of gravity mains. Level sensors ([SmartCovers](#)) are also utilized to monitor flow conditions, pipe performance, and infiltration.

The City is not aware of exfiltration from their collection system.

### CCTV Inspections

Data is collected, compiled, and used for the purpose of documenting maintenance efforts, evaluating system performance, and making maintenance and corrective action decisions today and into the future.

### Climate Impacts

The City continuously monitors potential impacts due to climate change. The City has determined that flooding is its single most impact that affects the sanitary sewer collection system. To address this issue, the City has identified areas susceptible to flooding and continuously adds composite manhole covers to reduce inflow in targeted areas throughout the collection system. A copy of the City's 2020-2030 Climate Action Plan (CAP) can be found at: <https://www.cityofchino.org/206/Climate-Action-Plan-CAP>

## EFFECTIVENESS

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The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City maintained its schedule for inspecting the sewer assets listed below and is data being reviewed in a timely manner?
  - CCTV Gravity Mains
  - Laterals
  - Manholes
  - Pump Stations
- Are inspection efforts discovering deficiencies in a timely manner?
- Are maintenance and inspection activities being properly documented?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
8.1.1	Review/evaluate enforcement and inspection findings and implement changes as necessary.	Annually		X	X
8.1.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually		X	X
8.1.3	Hold a meeting to discuss any issues that may result from climate changes.	Annually	X	X	X

## 8.2. Capacity Assessment and Design Criteria

### WDR REQUIREMENTS

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#### [Attachment D-8.2 \(pgs. D-8/D-9\)](#)

*“The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:*

- *Dry-weather peak flow conditions that cause or contributes to spill events;*
- *The appropriate design storm(s) or wet weather events that causes or contributes to spill events.*
- *The capacity of key system components; and*
- *Identify the major sources that contribute to the peak flows associated with sewer spills.*

*The capacity assessment must consider:*

- *Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;*
- *Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;*
- *Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;*
- *Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;*
- *Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and*
- *Necessary redundancy in pumping and storage capacities.”*

### COMPLIANCE

---

The sanitary sewer collection system capacity enhancement program is based on the Sewer Master Plan, internal inspections, and capacity analysis that are used to compile and prioritize capital projects. The prioritized capital projects are scheduled as part of the five-year CIP budget process. Projects are scheduled based on severity of needs and availability of funding. The five-year CIP program is adjusted annually based on changes in priorities. For FY20-21, the Sewer CIP includes approximately \$4,468,939 in planned Sewer System Improvements. The table below shows the list of projects planned from FY19-20 through FY23-24.

Point or immediate repairs are made soon after discovery and are frequently re-prioritized to ensure uninterrupted sewer service. Point repairs are a part of the City’s annual repair and replacement budget.

### EFFECTIVENESS

---

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Number of capacity-related spills or surcharge condition during the audit period.
- Has the system responded to rain events as indicated by the hydraulic model?
- Has there been any changes to zoning designations (residential, commercial, industrial)?

IMPLEMENTATION PLAN/SCHEDULE

No	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
8.2.1	Monitor/evaluate significant rain events to see if they exceed the design storm in the hydraulic model.	Each significant rain event		X	X
8.2.2	Identify and monitor flood-prone areas susceptible to erosion from rain events	After each significant rain event		X	X
8.2.3	Monitor flows in each basin and update the hydraulic model	Per Engineering Department schedule		X	X

### 8.3. Prioritization of Corrective Action

#### WDR REQUIREMENTS

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##### [Attachment D-8.3 \(pg. D-9\)](#)

*“The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.”*

#### COMPLIANCE

---

The City relies both on existing CCTV data for identifying issue areas for prioritizing collection system repairs and replacements along with recommendations identified in both its completed 2011 and 2022 Sewer Master Plans.

The 2011 Sewer Master Plan identified individual capacity improvements and individual condition improvements based on flow monitoring and modeling. The 2022 Sewer Master Plan (see Appendix 8.1) identified a total of thirteen (13) individual capacity improvements (see Appendix 8.1, Table 8.1) and seven (7) individual condition improvements (see Appendix 8.1, Table 8.4) were identified and recommended based on risk of surcharging.

The City is currently evaluating recommendations specified in its 2022 Sewer Master Plan for potential Capital Improvement Program (CIP) projects. The City anticipates providing an update on these recommendations in its next SSMP Audit due in 2027.

The City is not aware of exfiltration from their collection system. The City has identified many sewage conveyance facilities near surface waters. Approximately 11,000 feet of gravity main runs parallel to creeks and some have been lined. Other pipes located near surface water are located within the public right-of-way, in streets and show no evidence of defects that could lead to exfiltration. The City continuously monitors defects such as cracks, separated joints, and infiltration. Significant findings will be addressed in a timely manner.

#### EFFECTIVENESS

---

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City adhered to its system evaluation/condition assessment schedule?
- Has the City adhered to its prioritization/corrective procedures for sewer repair and capacity improvement projects?
- Have projects been completed before deficiencies caused failures?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
8.3.1	Utilize all available data for prioritizing corrective actions considering severity and consequences of potential spills.	Each CIP Update			X
8.3.2	Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities.	Continuously			X

## 8.4. Capital Improvement Plan

### WDR REQUIREMENTS

#### [Attachment D-8.4 \(pg. D-9\)](#)

*“The capital improvement plan must include the following items:*

- *Project schedules include completion dates for all portions of the capital improvement program;*
- *Internal and external project funding sources for each project; and*
- *Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and InterCity coordination with other impacted utility agencies.”*

### COMPLIANCE

The sanitary sewer collection system capacity enhancement program is based on the Sewer Master Plan, internal inspections, and capacity analysis that are used to compile and prioritize capital projects. The prioritized capital projects are scheduled as part of the five-year CIP budget process. Projects are scheduled based on severity of needs and availability of funding. The five-year CIP program is adjusted annually based on changes in priorities. For FY20-21, the Sewer CIP includes approximately \$4,468,939 in planned Sewer System Improvements. Attachment 8.2 outlines the list of projects completed and planned from FY19-20 through FY23-24.

### EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City’s capital improvement plan schedule been adhered to?

### IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
8.4.1	Hold regular coordination meetings, with all parties, to help keep the projects on track and resolve issues that may arise in a timely manner.	Annually		X	X
8.4.2	For schedules that are not followed, justify and document the reason.	Each Delayed Project			X

### RESILIENCE

Resilience is addressed in Element 8 by:

- Is there an annual review of the Capital Improvement Plan by all appropriate individuals including both Engineering and Operations?

### APPENDIX 8 INCLUSIONS

- 8.1 2022 Sewer Master Plan Executive Summary
- 8.2 City Sewer Capital Improvement Tracker

## 9. Monitoring, Measurement, and Program Modifications

### WDR REQUIREMENTS

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#### [Attachment D-9 \(pg. D-9\)](#)

*“The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:*

- *Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- *Monitoring the implementation and measuring the effectiveness of each Plan element;*
- *Assessing the success of the preventive operation and maintenance activities;*
- *Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- *Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes.”*

### COMPLIANCE

---

The above requirements are addressed below:

The City maintains accurate and relevant inspection and maintenance records for the collection system. Much of the documentation today is maintained electronically, which allows for ease of access and analysis. This helps City staff to make sound decisions and prioritize activities when dealing with the routine and the unexpected.

Monitoring of the City’s SSMP focuses on each element in terms of its implementation and effectiveness. The SSMP has been designed to include key performance indicators for each element, which are used to measure effectiveness. In addition, implementation responsibilities are included for each element to help ensure the SSMP is being implemented as intended.

The City assesses the success of maintenance and operation activities by ensuring activities are being performed as expected, by monitoring actual outcomes compared to intended outcomes, as well as monitoring spill trends.

The City is committed to continuous improvement and monitors and evaluates performance of work programs and SSMP elements to ensure intended outcomes are achieved while looking for areas for improvement. Although the SWRCB requires that the SSMP be updated every six years, the SSMP should be considered as a dynamic document and may require updating on a more frequent basis. Routine changes to administrative information, notwithstanding, minor changes will likely be required to address improvements identified through the SSMP Audit or through modifications required as conditions change.

The City monitors spill trends, at a minimum every three years during required audits, utilizing the CMMS database, inspection records, and CIWQS data. These resources are helpful in planning and programing work, and adjusting as needed, enabling the City to be adaptive and capitalize on lessons learned.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Elements being periodically evaluated for effectiveness?
- Are work activities and spill events being documented?
- Has a plan and schedule been established to address audit findings/deficiencies from the last audit?
- Is Trend Analysis being performed on spill causes?
- Have work programs been assessed and updated as necessary?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
9.1	Assess work programs to ensure outcomes are as intended.	Annually			X
9.2	Ensure work programs and the SSMP are updated based on assessments.	As Needed			X
9.3	Monitor and evaluate spill trends. Document efforts.	Annually			X

**RESILIENCE**

Resilience is addressed in Element 9 by:

- Development of key performance indicators to measure effectiveness of the SSMP.
- Performing periodic reviews of the SSMP to help ensure it is being properly implemented.
- Developing and adhering to a timeline to correct deficiencies found during the audit process.
- Periodically evaluating work programs to help ensure effectiveness.

**APPENDIX 9 INCLUSIONS**

- None

## 10. Internal Audits

### WDR REQUIREMENTS

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[Attachment D-10 \(pg. D-10\)](#)

*“The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.”*

### COMPLIANCE

---

The City completed its last audit in January 2025 and will complete audits every three (3) years moving forward. The objective of the audit is to evaluate compliance, implementation and effectiveness of the SSMP. Additionally, the SSMP includes a description of how the City will comply with the requirements of each Element. The audit review includes an evaluation to determine if compliance has been met.

Implementation is evaluated by determining if the City is executing the SSMP as stated.

Effectiveness is evaluated by using key performance indicators, which have been developed specifically for each element.

An additional evaluation is performed to comply with Specifications 5.6 addressing resilience.

Resilience indicators have been developed for each element. These indicators serve to demonstrate how resilience is built into the SSMP and inspection, maintenance, and spill response activities (see Appendix 12).

Any deficiencies discovered through the audit process are noted and a plan and schedule to implement corrective measures are established.

### EFFECTIVENESS

---

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have audits been performed as required?
- Have the audits assessed compliance, implementation, and effectiveness?
- Have deficiencies been identified?
- Has a plan and schedule to rectify the deficiencies been established?

### IMPLEMENTATION PLAN/SCHEDULE

---

No.	Plan	Schedule	Responsible Party		
			PWSM	Eng	Sup
10.1	Schedule audits in advance of due dates to ensure adequate time to complete. City has 6 months to complete the audit from the end of the audit period.	Beginning at end of audit period			X
10.2	Ensure a plan and schedule is developed to address deficiencies.	Once the Audit is completed			X

## RESILIENCE

---

Resilience is addressed in Element 10 by:

- Periodically evaluating key performance indicators during the audit period to assess effectiveness and make corrections, if necessary, prior to the audit.
- Evaluating previous audits to ensure deficiencies have been rectified.
- Scheduling the audit due dates and completing the audit on time.

## APPENDIX 10 INCLUSIONS

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- 10.1. 2021-2024 SSMP Audit

## 11. Communication Program

### WDR REQUIREMENTS

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#### [Attachment D-11 \(pg. D-10\)](#)

*“The Plan must include procedures for the Enrollee to communicate with:*

- *The public for:*
  - o *Spills and discharges resulting in closures of public areas, or that enter a source of drinking water; and*
  - o *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- *Owners/operators of systems that connect into the Enrollee’s system, including satellite systems, for:*
  - o *System operation, maintenance, and capital improvement-related activities.”*

### COMPLIANCE

---

When the City experiences a spill, it is standard procedure to secure the affected area and keep the public away. This is generally done using barricades, cones, and caution tape. Should the City experience a spill that may require closure of public areas or enter a source drinking of water, signs will be immediately placed indicating the issue and providing contact information. Staff will remain on site to provide an additional safety factor until appropriate authorities respond and direct otherwise. In all cases, the City will follow the advice of higher authorities, such as the local environmental health department and other regulatory authorities.

There are several opportunities for stakeholders and the public to participate and provide input into the development and update of the City SSMP. During its initial development stage, as with each SSMP Audit and update of the SSMP, the SSMP and related documents are presented to the City Board for approval.

Prior to each Board or Council meeting, these documents are included in Board Agenda packet which are readily available for review on the City’s website. The SSMP is posted on the City’s website, which provides the public several ways to contact the City, via the “Contact Us” feature.

To help supplement resources, the City also has an established mutual aid agreement with the cities of Chino Hills, Ontario, Montclair, Upland, Fontana, Jurupa Community Services District (JCSD), the Cucamonga Valley Water District, and IEUA. This includes resources for supporting the City with emergency assistance in the event of a major sanitary sewer spill. The City also has an ongoing agreement with contractor resources for both routine and emergency operations.

The City does not currently have satellite systems.

**EFFECTIVENESS**

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Does the City place all SSMP action items on the agenda for regular counsel/board meetings?
- Does the City have signage, or other means, readily available to notify the public of environmental or public risk factors related to a sewage spill?
- Does the City perform outreach to residential customers?

**IMPLEMENTATION PLAN/SCHEDULE**

No.	Plan	Schedule	Responsible Party		
			PWSM	ENG	SUP
11.1	Ensure the Board of Directors approves the SSMP per schedule.	Every 6 years	X	X	X
11.2	Ensure the SSMP is posted on the City website and the link functions properly.	Annually			X
11.3	Ensure Sewage Spill Warning signs are readily available to communicate with the public when necessary	Annually			X

**RESILIENCE**

Resilience is addressed in Element 11 by:

- Use the SSMP as a tool to communicate to the public how the City is managing the system.
- Maintain a consistent presence in the service area by attending community events or issuing periodic newsletters or other communications to the public.
- Make it clear and easy for the public to contact the City.

**APPENDIX 11 INCLUSIONS**

- None

## LIST OF APPENDICIES

<b>APPENDIX 1</b>	<ul style="list-style-type: none"> <li>• 1.1. City Revenue History by Fund</li> </ul>
<b>APPENDIX 2</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>
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<b>APPENDIX 4</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>APPENDIX 5</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>
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<b>APPENDIX 7</b>	<ul style="list-style-type: none"> <li>• 7.1. Sample City FOG Inspection Enforcement Documentation</li> </ul>
<b>APPENDIX 8</b>	<ul style="list-style-type: none"> <li>• 8.1 2022 Sewer Master Plan Executive Summary</li> <li>• 8.2 City Sewer Capital Improvement Plan</li> </ul>
<b>APPENDIX 9</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>APPENDIX 10</b>	<ul style="list-style-type: none"> <li>• 10.1. 2021-2024 SSMP Audit</li> </ul>
<b>APPENDIX 11</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>

**MEMORANDUM  
CITY OF CHINO  
PUBLIC WORKS DEPARTMENT**

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CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026

**TO:** LINDA REICH, CITY MANAGER  
**FROM:** HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

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**SUBJECT**

Final Acceptance of Public Improvements for Tract Map No. 20249 Richland Homes of Maryland, Inc.

**RECOMMENDATION**

1) Accept public improvements as complete for Tract Map No. 20249; 2) authorize release of the performance bond and initiate the warranty bond; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

**FISCAL IMPACT**

There are sufficient funds included in the City's Operating Budget to support the ongoing maintenance activities related to the public improvements being accepted.

**CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES**

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

- Positive City Image
- Public Service Excellence through Internal and External Partnerships

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

## **BACKGROUND**

On August 5, 2019, the Planning Commission approved Chino Preserve Development Corporation's (Lewis) applications for PL18-0012 (Master Site Approval) and PL18-0013 (Tentative Tract Map No. 20164), an "A-level" subdivision for conveyance purposes of 54.78 gross acre project site for the development of up to 388 residential units (Block 4).

An "A-level" subdivision functions as the master-level map for a project, establishing the overall planning areas, circulation network, and development framework; allowing future "B-level" tentative tract maps to be processed in conformance with the approved master plan. Block 4 is generally located south of Market Street, north of Legacy Park Street, west of Hellman Avenue, and east of East Preserve Loop.

Also on August 5, 2019, the Planning Commission approved Tentative Tract Map No. 20249 as a "B-level" condominium map consisting of four numbered lots and two lettered lots. The map authorizes the future development of a 56-unit detached condominium residential project located east of East Preserve Loop, south of Academy Street, west of Discovery Park Avenue, and north of Legacy Park, as shown in in the attached Subdivision Improvement Agreement.

Following Planning Commission approval, Richmond American Homes of Maryland, Inc. (Richmond) purchased Tract Map No. 20249 from Lewis.

The Engineering Conditions of Approval (COA) for Tract Map No. 20249 required Richmond to design and construct certain in-tract domestic water improvements. To secure these obligations, the developer executed a Subdivision Improvement Agreement and posted the required securities, which the City Council approved on September 20, 2022 (Exhibit A). All costs associated with the design and construction of the required improvements were fully borne by the applicant; therefore, there is no direct fiscal impact to the City.

The public improvements for this project were constructed in accordance with the approved plans and to the satisfaction of Public Works staff. The project reached substantial completion in July 2024. Between July 2024 and January 2026, the contractor and project manager coordinated with the City's project engineer to address administrative closeout items identified in the final punch list, including submission of as-built drawings, grading certificate, BMP verification, backflow certification, and CAD/GIS files. All outstanding punch list items have since been completed to the City's satisfaction.

## **ISSUES/ANALYSIS**

The public improvements being accepted by the City of Chino, as described above, are included as shown on Exhibit B. The public improvements completed have been constructed in compliance with the City's standards/specifications, and to the satisfaction of the Public Works Inspector. All public improvements that were part of the COA for this project were fully funded by the developer.

Security for a one-year warranty period has been submitted to the City. Under the warranty bond obligation, the developer will correct any defects found within one year of the City Council's acceptance of the Project. Also, upon completion and final acceptance, the public improvements shall become the sole exclusive property of the City to operate and maintain. The following maintenance obligations will commence following acceptance of the public improvements:

Domestic Water: By the City

CITY COUNCIL MEETING DATE: FEBRUARY 17, 2026  
TITLE: FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT MAP NO. 20249  
RICHLAND HOMES OF MARYLAND, INC.  
PAGE: 3

---

Attachments: Exhibit A - Subdivision Improvement Agreement  
Exhibit B - Public Improvements Atlas

**SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF CHINO**

**and**

**RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland  
corporation**

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE  
CITY OF CHINO  
AND  
RICHMOND AMERICAN HOMES OF MARYLAND,  
INC., a Maryland corporation**

**Agreement Date:** September 20, 2022

**Subdivider Name:** Richmond American Homes of Maryland, Inc., a Maryland corporation (hereinafter "Subdivider")

**Subdivision Description:** The Tentative Tract Map No. 20249 (Exhibit B) was also approved at the August 5, 2019 Planning Commission meeting as a "B" level condominium map consisting of four numbered lots and two lettered lots for the future development of a 56-unit detached development located east of East Preserve Loop, south of Market Street, west of Hellman Avenue, and north of Legacy Park.

**Final Map No.:** 20249

**Estimated Total Cost of Improvements:** \$279,000.00

**Estimated Total Cost of Monumentation:** \$5,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

**Security:**

**Bond No.:** K41600718  
**Surety:** Federal Insurance Company

**Designees for the Service of Written Notice:**

<b>CITY:</b> Jesus Plasencia Assistant City Engineer  13220 Central Avenue Chino, CA 91710  (909) 334-3417 <a href="mailto:jplasencia@cityofchino.org">jplasencia@cityofchino.org</a>	<b>SUBDIVIDER:</b> Richmond American  Van G. Martin Vice President 5171 California Avenue, Suite 120 Irvine, CA 92617  (949) 467-2600
<b>CITY PROJECT INSPECTOR</b> Isaac Ortega Permit & Inspection Supervisor  13220 Central Avenue Chino, CA 91710  (909) 334-3501 <a href="mailto:iortega@cityofchino.org">iortega@cityofchino.org</a>	<b>SURETY</b>

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## SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 20th day of September, 2022, 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 Richmond American Homes of Maryland, Inc., a Maryland corporation (Subdivider").

### RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tract Map No. 20249, (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/Parcel) Map No. 20249 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 \$279,000.00.

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/Parcel) Map No. 20249 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 \$279,000.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$139,500.00 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$5,000.00 equal to 100% of the cost thereof.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$27,900.00 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 be 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:

SIGNED IN COUNTERPART

Fred Galante, City Attorney

APPROVED AS TO CONTENT:



Nicholas S. Liguori, AICP  
Director of Development Services

SUBDIVIDER

By:  8/11/22  
(Signature and Date)

Name: JAMES FUREY  
(Please type or print name)

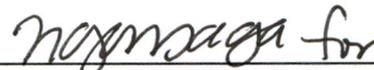
Title: PRESIDENT  
(Please type or print title)

CITY OF CHINO

  
Dr. Linda Reich, City Manager

Dated: 9-27-22

ATTEST:

By  for  
Angela Robles, City Clerk

Dated: 9-23-2022

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:

DocuSigned by:  
Fred Galante  
7D0F5E4E9D9F405...  
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

N. Liguori  
Nicholas S. Liguori, AICP  
Director of Development Services

SUBDIVIDER

By: [Signature] 8/11/22  
(Signature and Date)  
Name: JAMES FUREY  
(Please type or print name)  
Title: PRESIDENT  
(Please type or print title)

CITY OF CHINO

[Signature]  
Dr. Linda Reich, City Manager

Dated: 9-22-22

ATTEST:

By [Signature]  
Angela Robles, City Clerk

Dated: 9-23-2022

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF **CALIFORNIA**) SS

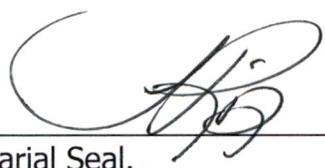
COUNTY OF **ORANGE**

On 8/11/22 before me, T. Ris, a Notary Public, personally appeared James Furey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies) and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

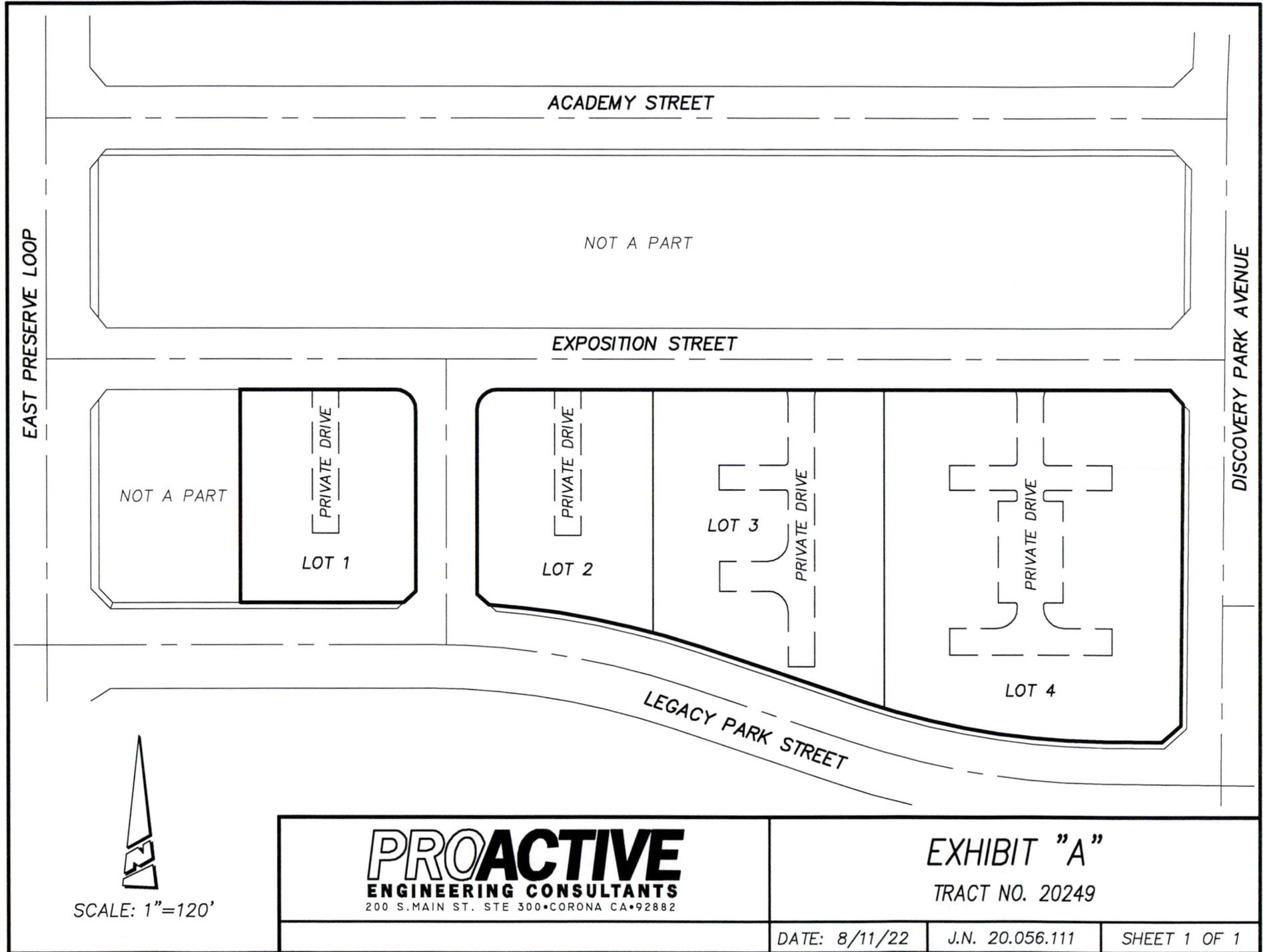
WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_  
Notarial Seal.



This area for official



SCALE: 1"=120'

**PROACTIVE**  
**ENGINEERING CONSULTANTS**  
 200 S. MAIN ST. STE 300 • CORONA CA • 92882

**EXHIBIT "A"**  
 TRACT NO. 20249

DATE: 8/11/22

J.N. 20.056.111

SHEET 1 OF 1

## EXHIBIT "B"

### TRACT MAP 20249 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.

NL	_____	CM	_____	DSH	_____	X
MB	_____	IA	_____	MK	_____	_____
GP	_____					

E-Mail Sent: 8/1/19  
 To: M Hitz

**DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL  
 TRACT MAP NO. 20164**

DATE: August 1, 2019 PC MEETING DATE: August 5, 2019

PROJECT DESCRIPTION: Subdivide 54.78 acres into 9 lots and 12 lettered lots in LDR zone of The Preserve (Resubdivision of a portion of TM 19994)

PROJECT LOCATION: SWC of Hellman Ave and Market Street

APPLICANT: Chino Preserve Devel. Corp., J. Edwards PROJECT ENGINEER: D. Hammer

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

**1.0 PRIOR TO 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.
- 1.3a Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>Streets "A" and "B" adjacent to Lot A (Park)</u>	<u>48 feet R/W plus 12 feet PUE</u>	<u>30 feet one side and 18 feet other side with PUE</u>
<u>Streets "A" – "J"</u>	<u>60 feet R/W</u>	<u>30 feet each side</u>

- 1.3b Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3b Dedicate an easement for purposes of public access and sidewalk, along westerly side of Hellman Ave frontage.
- 1.4 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 3.8. All security must be accessible to the City at any time and in a form acceptable to the city Engineer, pursuant to Government Code, Section 66499.

- 1.5 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.7 Submit and obtain approval for a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.
- 1.8 Comply with all applicable requirements of the City Code.
- 1.9 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.
- 1.10 Comply with all requirements of The Preserve Specific Plan, including but not limited to those indicated in these conditions.
- 1.11 In collaboration with the City, acquire right-of-way, drainage easements and all other rights on Pine Avenue and Euclid Avenue as needed to accommodate street widening. Pursuant to Section 66462.5 of The Subdivision Map Act, if unable to acquire right-of-way, enter into an agreement with the city to complete the improvements at such time as the city acquires the right-of-way.
- 1.12 Comply with all requirements of *Focused Trip Generation and Internal Circulation Assessment for South of Pine iBlock4*, dated September 21, 2018, prepared by Linscott, Law, & Greenspan; *Traffic Impact Analysis "South of Pine" (Tentative Tract Map No. 16420) The Preserve Phases 3 and 4 area Internal evaluation and External Evaluation*, dated January 2008, prepared by Linscott, Law, & Greenspan; and *Revised Traffic Impact Analysis for The Preserve specific Plan Flores & South of Pine GPA-SPA-MSA Project* dated August 30, 2016; and any addenda to each of these studies.
- 1.14 Other Conditions:

## **2.0 PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:**

- 2.1 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 2.2 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.
- 2.3 Prepare and submit a grading plan showing 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.

2.4a Design per City Standards full public improvements for all impacted and interior streets/facilities in accordance with City 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.)

	Streets		
	"A" – "J"		
Curb & Gutter (Offset from Centerline)	18' Both Sides		
Sidewalk (Width)	5' Both Sides		
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	32'		
Asphalt Concrete Overlay			
Street Lights	X		
Median Island and Landscaping			
Parkway Landscaping	X		
Striping and Traffic Controls	X		
Traffic Signal Interconnect			
Conduit System for CATV	X		
Sewer	X		
Storm Drain	X		
Domestic Water	X		
Recycled Water			
Fire Hydrants as required by CVIFD	X		
Other _____			

2.5b Design per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall only receive DIF credit for the design and construction of improvements identified in the City's latest DIF Nexus Study:

- 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, signing, and striping. With assistance from the City, acquire right-of-way on Pine Avenue and Euclid Avenue as needed to accommodate street widening.
- 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.

2.6 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, in accordance with City Code, Chapter 13.32.

2.7 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](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

- 2.8 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.
- 2.9 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 2.10 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's 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.
- 2.11 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.
- 2.12 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.
- 2.13 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.
- 2.14 Reconstruct curb ramps to meet ADA requirements to the satisfaction of City Engineer.
- 2.15 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.
- 2.16 Other Conditions:

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

- 3.1 Record Tract Map No. 20164 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.
- 3.2 Provide a certificate, from a Registered Civil Engineer, certifying that the finished pad grading has been completed in accordance with the City approved grading plan.

- 3.3 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 3.4 Pay all applicable fees including, but not limited to, Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF) not previously paid under Item 1.0 above, in accordance with the City Code.
- 3.5 Developers constructing Public Improvements included in the Development Impact Fees Nexus and Calculation Report and correlating Master Facilities Plan are subject to the provisions set forth in the Bidding and Contract Requirements for Public Improvements Policy (Resolution 2019-043). The Policy was adopted in conjunction with the comprehensive update to the Chino Municipal Code Chapters 3.40 and 3.45 entitled Development Impact Fees of which, Sections 3.40.130(B) and 3.45.130(B) of these Chapters establish the requirements set forth in the Policy and also the requirements for reimbursement/credits against Development Impact Fees. Please visit the City's website to obtain copies the updated Ordinances 2019-007 and 2019-009 and Policy.
- 3.6 The developer shall enter into a "DIF Pre-Payment Agreement" with the city for STORM DRAINAGE COLLECTION SYSTEM FACILITIES & CIRCULATION categories as it pertains to the ultimate Pine Ave improvements included in the DIF Nexus Report for design, right-of-way, and construction.

#### **4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:**

- 4.1 Construct and secure Development Services Department approval of all required improvements and public facilities enumerated under Section 3.0 above (per Resolution No. 88-23).
- 4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.
- 4.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.
- 4.4 Slurry seal along all streets impacted by the construction of this development as directed by City staff. Install signing and striping per approved plans.
- 4.5 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.

DSH

Attachment

CITY OF CHINO  
DEVELOPMENT SERVICES DEPARTMENT  
DEVELOPMENT ENGINEERING DIVISION

---

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20164

PROJECT ENGINEER: D. Hammer/G. Pakozdi

---

- A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- 1 Copy of Development Engineering Division Conditions of Approval with approved tentative tract map
- 2 Sets of Maps (Subdivision Only)
- 2 Copies of preliminary Title Report (no older than six months) with support documents
- 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
- 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

**ERSC** Reviewed By: jrembis  
 2:31:47 PM, Oct 18 2021  
 Plan Check No.: PC3  
 Return with Next Submittal

RESOLUTION NO 2020-080

SUBMITTAL DATE: Monday, October 11, 2021 FM/WM

RECORD NUMBER TM 20249LD ECE01

PROJECT NUMBER TM 20249

Engineering Cost Estimate For public water



**ENGINEERING**

PROJECT NO: Tract 20249 - Public Domestic W  
 LOCATION: W of Discovery Park Ave - S of A  
 of East Preserve Loop  
 By: PROACTIVE ENGINEERING CON  
 DATE: 10/07/2021 - 4th Submittal

E East Preserve Loop S EXPOSITION W DISCOVERY PARK AVE N LEGACY PARK

PLNG WTR ENV FIRE S/SD CONSULT TRAF ADA ENG

1ST 2ND 3RD 4TH 5TH 6TH

RETURN PLNS BY: MONDAY, OCTOBER 25TH TO Y.BASKARON

*ERSC*

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
	CY	Concrete Removal	\$ 325.00	\$ -
	CY	AC Pavement Removal	\$ 100.00	\$ -
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ -
	LF	PCC 4" Rolled Curb & 24" Gutter on 6" AB	\$ 24.00	\$ -
	LF	PCC 6" to 8" Curb & Gutter transition	\$ 25.00	\$ -
	LF	PCC 4" Curb Only	\$ 20.00	\$ -
	LF	18" PCC Banding (0" CF)	\$ 20.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
	SF	4" PCC Sidewalk	\$ 5.80	\$ -
	SF	6" PCC Thick Drive Approach on 6" AB	\$ 12.50	\$ -
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
	EA	Fire Lane 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	\$ -
	TON	AC Variable - >300T	\$ 120.00	\$ -
	TON	CAB Variable - <300T	\$ 100.00	\$ -
	TON	CAB Variable - >300T	\$ 90.00	\$ -



**CITY OF CHINO**

**ENGINEERING COST ESTIMATE**

PROJECT NO: Tract 20249 - Public Domestic Water  
 LOCATION : W of Discovery Park Ave - S of Academy St.- N of Legacy Park St. - E of East Preserve Loop  
 By: PROACTIVE ENGINEERING CONSULTANTS, INC.  
 DATE: 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STREETS</b>				
	EA	Adjust Sewer/Storm Drain Manhole/Grate to Grade	\$ 950.00	\$ -
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ -
	EA	Street Light (City Owner)	\$ 7,700.00	\$ -
	EA	Electrical Pedestal	\$ 6,500.00	\$ -
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
	LF	Signing & Striping for		
		Arterial	\$ 19.00	\$ -
		Collector	\$ 13.00	\$ -
		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**

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**By:** PROACTIVE ENGINEERING CONSULTANTS, INC.  
**DATE:** 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ -
	EA	Traffic Signal Loops	\$ 600.00	\$ -
	LF	PCC 6" Curb Only	\$ 20.00	\$ -
	LF	PCC 0" Curb Only	\$ 15.00	\$ -
	LF	PCC A3-6 to Type "C" Transition	\$ 26.00	\$ -
	LF	PCC 0" to 4" Curb Transition	\$ 20.00	\$ -
	EA	PCC Local Depression at Drop Inlet	\$ 500.00	\$ -
	LF	4" Painted Parking Stall Stripe	\$ 1.00	\$ -

STREETS				
		<b>STREET SUBTOTAL</b>		\$ -
	LS	Mobilization (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%	\$ -
<b>GRAND TOTAL STREETS ONLY</b>				<b>\$ -</b>



**CITY OF CHINO**

**ENGINEERING COST ESTIMATE**

**PROJECT NO:** Tract 20249 - Public Domestic Water  
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**By:** PROACTIVE ENGINEERING CONSULTANTS, INC.  
**DATE:** 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
480	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ 48,000.00
	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	\$ -
2	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 15,000.00
2	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ 17,200.00
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
36	EA	1" Water Service/ 3/4" Meter	\$ 3,500.00	\$ 126,000.00
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -
4	EA	Thrust Blocks	\$ 500.00	\$ 2,000.00
	EA	Temp Blow-off Assembly per City Std. 440A	\$ 4,500.00	\$ -
4	EA	DI Fitting & Valve Corrosion Protection (Wax Tape per AWWA C217 or Epoxy)	\$ 200.00	\$ 800.00
2	EA	Remove Temp Blow-off and Join Pipe	\$ 500.00	\$ 1,000.00

WATER				
		<b>WATER SUBTOTAL</b>		\$ 210,000.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ 10,500.00
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 10,500.00
<b>GRAND TOTAL WATER ONLY</b>				<b>\$ 231,000.00</b>



**CITY OF CHINO**

**ENGINEERING COST ESTIMATE**

PROJECT NO: Tract 20249 - Public Domestic Water  
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 By: PROACTIVE ENGINEERING CONSULTANTS, INC.  
 DATE: 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

RECYCLED WATER				
		<b>RECYCLED WATER SUBTOTAL</b>		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
<b>GRAND TOTAL RECYCLED WATER ONLY</b>				\$ -



**CITY OF CHINO**

**ENGINEERING COST ESTIMATE**

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**By:** PROACTIVE ENGINEERING CONSULTANTS, INC.  
**DATE:** 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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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	\$ -
	LF	6" V.C.P. Installed, including trench backfill	\$ 85.00	\$ -

SEWER				
		<b>SEWER SUBTOTAL</b>		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
<b>GRAND TOTAL SEWER ONLY</b>				\$ -



**CITY OF CHINO**

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 By: PROACTIVE ENGINEERING CONSULTANTS, INC.  
 DATE: 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STORM DRAIN</b>				
	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 (<33")	\$ 10,000.00	\$ -
	EA	Storm Drain Manhole #2 (>36")	\$ 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 4.0' 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	\$ -



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 DATE: 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
<b>STORM DRAIN</b>				
	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	4-6 inch PVC (SDR35) Installed, including excavation, bedding, backfill and pavement restoration	\$ 20.00	\$ -
	LF	8-12 inch PVC (SDR35) Installed, including excavation, bedding, backfill and pavement restoration	\$ 25.00	\$ -
	EA	18"x18" PCC Drop Inlet	\$ 400.00	\$ -
	EA	24"x24" PCC Drop Inlet	\$ 500.00	\$ -
	EA	Remove plug and join	\$ 50.00	\$ -
	EA	PVC Fitting (SDR35) - Various Types/Sizes	\$ 30.00	\$ -
				\$ -

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



**CITY OF CHINO**

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**By:** PROACTIVE ENGINEERING CONSULTANTS, INC.  
**DATE:** 10/07/2021 - 4th Submittal

Quantity	Unit	Item	Unit Price	Total Cost Per Item
		<b>GRAND TOTAL STREETS ONLY</b>		\$ -
		<b>GRAND TOTAL WATER ONLY</b>		\$ 231,000.00
		<b>GRAND TOTAL RECYCLED WATER ONLY</b>		\$ -
		<b>GRAND TOTAL SEWER ONLY</b>		\$ -
		<b>GRAND TOTAL STORM DRAIN ONLY</b>		\$ -
		<b>GRAND TOTAL (FOR PLAN CHECK &amp; INSPECTION FEE DETERMINATION)</b>		\$ 231,000.00

<b>PROJECT ADDITIVES</b>		<i>Project Contingencies</i>	10%	\$ 23,100.00
		<i>Construction Staking</i>	3%	\$ 6,930.00
		<i>Soils Testing</i>	1%	\$ 2,310.00
		<i>Material Testing</i>	1%	\$ 2,310.00
		<i>Construction Inspection</i>	4.8%	\$ 11,088.00
		<i>Contract Administration</i>	1%	\$ 2,310.00
		<b>GRAND TOTAL (FOR BOND AMOUNTS)</b>		\$ 279,048.00



**CITY OF CHINO**

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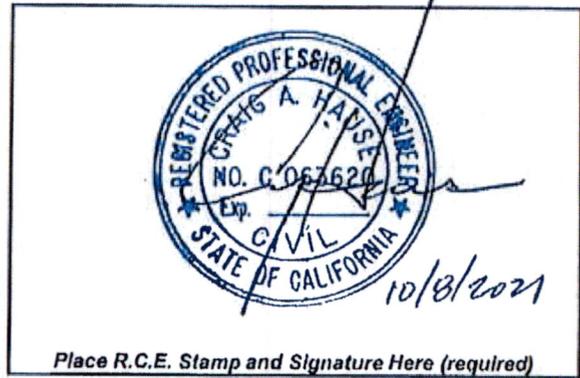
Quantity	Unit	Item	Unit Price	Total Cost Per Item
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**BY ENGINEER**

*Prepared By:* CRAIG HAUSE

*R.C.E. Number:* C63620

*Expiration:* 9/30/2022



<b>BY CITY</b>	
<i>Faithful Performance Bond (100% of Construction Cost)</i>	\$ 279,000.00
<i>Labor &amp; Material Bond (50% of Construction Cost)</i>	\$ 139,500.00
<i>Warranty Bond (10% of Construction Cost)</i>	\$ 27,900.00

**EXHIBIT "C"**

**TRACT NO. 20249**

**Richmond American Homes of Maryland, Inc., a Maryland corporation**

(Subdivider)

**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: 8/11/22

**SUBDIVIDER\***

By:  \_\_\_\_\_  
Richmond American Homes of Maryland, Inc., a Maryland corporation

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF **CALIFORNIA**) SS

COUNTY OF **ORANGE**

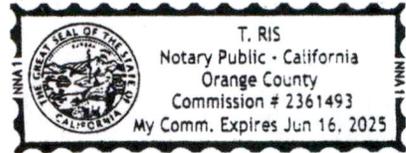
On 8/11/22 before me, T. Ris, a Notary Public, personally appeared James Furey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies) and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_  
Notarial Seal.



This area for official

Bond No.: K41600718  
Contract No.: 2023-134  
Approved: 9.20.2022  
Premium: \$1,046.00

**FAITHFUL PERFORMANCE BOND**

**(OFF-SITE IMPROVEMENTS FOR TM 20249)**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 20, 2022, and identified as Project Name TM 20249, 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 Federal Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Two Hundred Seventy-Nine Thousand Dollars (\$279,000.00) 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.

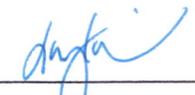
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any 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 August 16, 2022.

Richmond American Homes of Maryland, Inc.  
PRINCIPAL

Federal Insurance Company  
SURETY

By:   
LARRY C. HSIA  
VICE PRESIDENT

By:   
Maria Pena, Attorney-in-Fact

**SIGNATURES MUST BE NOTARIZED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF **CALIFORNIA**) SS

COUNTY OF **ORANGE**

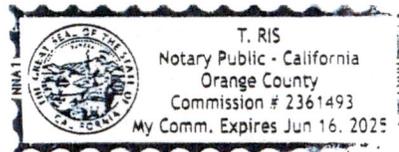
On 8/18/22, before me, T. Ris, a Notary Public, personally appeared Larry C. Hsia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies) and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_



This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

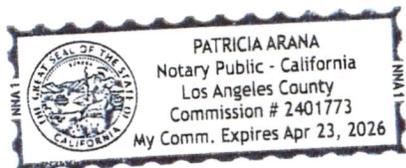
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State of California )  
 ) ss  
County of Los Angeles )

On AUG 16 2022, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: *Patricia Arana*  
Patricia Arana, Notary Public

Bond No.: K401600718  
Contract No.: 2023-134  
Approved: 9.20.2022

**LABOR AND MATERIAL BOND**

**(OFF-SITE IMPROVEMENTS FOR TM 20249)**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 20, 2022, and identified as Project Name TM 20249, 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 One Hundred Thirty-Nine Thousand Five Hundred Dollars (\$139,500.00) 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 August 16, 2022.

Richmond American Homes of Maryland, Inc.  
\_\_\_\_\_  
PRINCIPAL

Federal Insurance Company  
\_\_\_\_\_  
SURETY

By: [Signature]  
LARRY C. HSIA  
VICE PRESIDENT

By: [Signature]  
Maria Pena, Attorney-in-Fact

**SIGNATURE(S) MUST BE NOTARIZED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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STATE OF **CALIFORNIA**) SS

COUNTY OF **ORANGE**

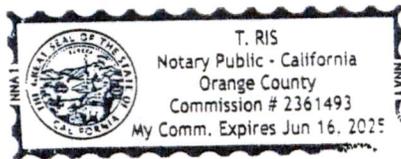
On 8/18/22, before me, T. Ris, a Notary Public, personally appeared Larry C. Hsia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies) and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_



This area for official notarial seal.

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 )  
 ) ss  
County of Los Angeles )

On AUG 16 2022, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, 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.

(Seal)



Signature: \_\_\_\_\_

Patricia Arana, Notary Public

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint E.S. Albrecht, Jr., Patricia S. Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Lisa L. Thornton, Tim M. Tomko and Natalie K. Trofimoff of Los Angeles, California; Tiffany Coronado of Las Vegas, Nevada; Jessica Rosser of Dallas, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 29th day of March, 2022.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 29th day of March, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

AUG 16 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Bond No.: K41600718W  
Contract No.: 2023-134  
Approved:

**WARRANTY BOND  
(OFF-SITE IMPROVEMENTS FOR TM 20249)**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation 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 September 20, 2022, and identified as Project No. TM 20249, 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 Federal Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Twenty-Seven Thousand Nine Hundred Dollars (\$27,900.00) 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 August 16, 2022.

Richmond American Homes of Maryland, Inc.  
PRINCIPAL  
By:   
LARRY C. HSIA  
VICE PRESIDENT

Federal Insurance Company  
SURETY  
By:   
Maria Pena, Attorney-in-Fact

**SIGNATURE(S) MUST BE NOTARIZED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF **CALIFORNIA**) SS

COUNTY OF **ORANGE**

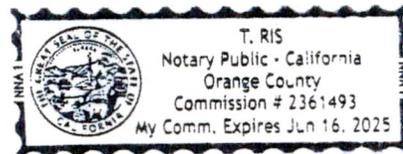
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**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_



This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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State of California )  
 ) ss  
County of Los Angeles )

AUG 16 2022

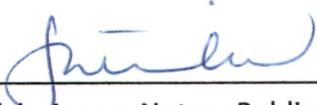
On \_\_\_\_\_, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ 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.

(Seal)



Signature:   
Patricia Arana, Notary Public

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint E.S. Albrecht, Jr., Patricia S. Arana, C.K. Nakamura, Maria Pena, Noemi Quiroz, Lisa L. Thornton, Tim M. Tomko and Natalie K. Trofimoff of Los Angeles, California; Tiffany Coronado of Las Vegas, Nevada; Jessica Rosser of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 29th day of March, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 29th day of March, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

AUG 16 2022

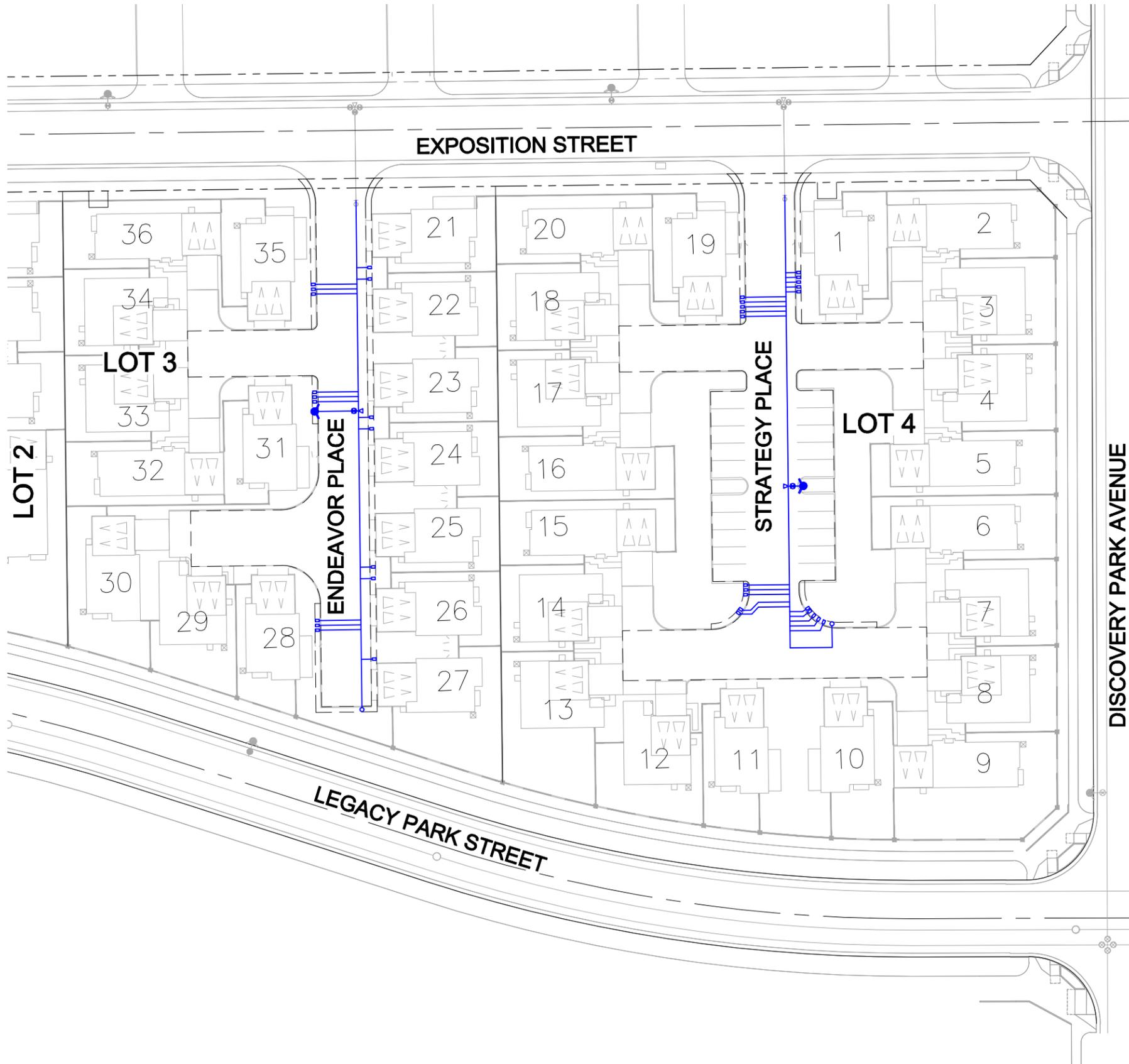


Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# PARKLIN TRACT 20249 CITY OF CHINO EXHIBIT B



LEGEND:

— PUBLIC DOMESTIC WATER

PREPARED BY:

**PROACTIVE**  
ENGINEERING & SURVEYING

27051 Towne Centre Drive, Suite 270  
Foothill Ranch, CA 92610 949.716.7460

