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

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

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

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

TUESDAY, JUNE 2, 2026

REGULAR MEETING

AGENDA

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

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENTS

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9; Name of case: George Peguero Negrete v. Chino (San Bernardino Superior Court Case CIVSB2417328)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9; Name of case: Jennifer Martinez et al., v. Samara Scott et al. (San Bernardino Superior Court Case CIVRS2601391)

FLAG SALUTE

CEREMONIALS

Recognition of Chino Cultural Foundation's Student Scholarship Recipients - Recognition of Youth Arts, Rose Ann Hammond Memorial, and Gretchen Hartt McCombs Memorial Music Scholarship Recipients.

Chino High School Wrestling Team - Recognition of the Chino High School Wrestling Team.

Retirement Recognition - Recognition of Community Services, Parks & Recreation Department employee Anna Yarrito for 35 years of dedicated service to the City of Chino.

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

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

1. Warrants. Approve expenses as audited and within budget for warrants 7775460 to 7775678, and Electronic Fund Transfers 526517E to 526653E, totaling $6,243,904.23.

2. Minutes. Approve Minutes for the Regular Meeting on May 19, 2026 (Burton-Lucio Absent-Excused).

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

4. November 3, 2026 General Municipal Election. Adopt Resolution No. 2026-035 and 2026-036 calling for the General Municipal Election to be held on Tuesday, November 3, 2026, for election of certain officers; requesting consolidation of the election; and establishing candidate statement regulations.

5. City Council Meeting Cancellations for the Month August 2026. Authorize staff to cancel the August 4 and August 18, 2026 regular City Council Meetings.

6. Approve the CalRecycle - RMDZ Zone Incentive Funds Application and Agreement FY2025-26 Extension (ZIF5). Accept the Cal Recycle Recycling Market Development Zone (RMDZ) reimbursable Grant Incentive Funds in the amount of $42,545; establish grant number G2261; appropriate $42,545 to the General Fund 100 and increase the revenue by the same amount.

7. Parcel Map No. 21008 - Senate Bill 9 Urban Lot Split. Approve Parcel Map No. 21008 and authorize the City Manager to execute all necessary documents and agreements on behalf of the City related to the implementation of Parcel Map No. 21008.

8. Approve Amendment No. 4 with TAIT & Associates, Inc. for the Alley/Sanitation Rehabilitation FY21-22 Various Locations (SN221) Approve contract amendment No. 4 with TAIT & Associates, Inc. Contract No. 2022-163 for $83,194 for engineering design services related to Project SN221.

9. Conditional Approval of a Covenant Agreement to Annex for Sanitary Sewer Service and request approval from the San Bernardino Local Agency Formation Commission (LAFCO) for sanitary sewer service for the property located at 13122 Roswell Avenue for a proposed single-family home and Accessory Dwelling Unit (ADU) located within the City of Chino's Sphere of Influence. Adopt Resolution No. 2026-032 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; request approval from LAFCO for sanitary sewer service for the property at 13122 Roswell Avenue.

10. Water Source, Storage and Distribution Development Impact Fee ("Water DIF") Credit Reconciliation Through May 31, 2025, for Various Preserve Development Projects. Approve the Consolidation and Reconciliation of Lewis Companies Construction Credit Reimbursement Agreements for Water Source, Storage & Distribution Development Impact Fees (DIF).

11. Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2026-27. Adopt Resolution No. 2026-033 to update the Road Maintenance and Rehabilitation (SB1) Account project list and projected revenues.

12. Integrated Waste Management Services Rates Fiscal Year 2026-27. Adopt Resolution No. 2026-037, establishing the integrated waste management service rates for Fiscal Year 2026-27, effective July 1, 2026.

13. Notice of Completion for the CDBG Alley Improvements FY2023-24 Project (SN240) with CJ Concrete Construction, Inc. Accept Project SN240 as complete; authorize the Director of Public Works to file the Notice of Completion; and authorize the release of retention funds following the 30-day period.

14. Public Improvement Agreement associated with Potter's Wheel Assembly for Site Approval PL23-0006, located at 5135 Walnut Avenue. Approve a Public Improvement Agreement associated with Potter's Wheel Assembly for Site Approval PL23-0006, located at 5135 Walnut Avenue.

PUBLIC HEARINGS

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

15. Assembly Bill (AB) 2561 - Annual Public Hearing on City of Chino Job Vacancies and Recruitment and Retention Efforts. Assembly Bill (AB) 2561 – Annual Public Hearing on City of Chino Job Vacancies and Recruitment and Retention Efforts.

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

    RECOMMENDATION: Conduct a Public Hearing required by Assembly Bill (AB) 2561 and receive an informational presentation pertaining to City of Chino job vacancies and recruitment and retention efforts.

16. Public Hearing for the 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Conduct a Public Hearing for the 2025 Urban Water Management Plan.

    Staff Report By: Benjamin Orosco, Deputy Director of Public Works/Services

    RECOMMENDATION: 1) Conduct a Public Hearing; 2) approve Resolution No. 2026-034 adopting the 2025 Urban Water Management Plan (UWMP) update and the 2025 Water Shortage Contingency Plan (WSCP) update; 3) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to submit the 2025 UWMP and the 2025 WSCP update to the California Department of Water Resources (DWR); 4) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to implement the programs described in the 2025 UWMP and the 2025 WSCP; 5) find that the adoption of the 2025 UWMP and 2025 WSCP is exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code Section 10652 and CEQA Guidelines Section 15262; and 6) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to file a Notice of Exemption with the Clerk of the San Bernardino County Supervisors.

NEW BUSINESS

17. Establishment of a New Capital Improvement Program (CIP) Project and Award of a Professional Services Agreement to HR Green Pacific, Inc. for Engineering Design Services. Establishment of a CIP Project and Award of a Professional Services Agreement to HR Green Pacific, Inc. for Engineering Design Services.

    Staff Report By: Michelle Chapman, CIP Engineering Manager

    RECOMMENDATION: 1) Establish project number ST263 - Pavement Improvements Zone 2 (Edison Ave and Chino Ave) and appropriate $200,000 from the Road Maintenance and Rehabilitation Fund (327); 2) award a professional services agreement for $199,568.50 to HR Green Pacific, Inc., Corona, CA for Engineering Design Services; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

18. Approve Amendment No. 5 with Cannon Corporation dba Penco for Additional General Plan Check Services. Approve contract amendment No. 5 with Cannon Corporation, Contract 2024-067, for $200,000 for general plan check and other related engineering services.

    Staff Report By: Jesus Plasencia, Assistant City Engineer

RECOMMENDATION: 1) Appropriate $200,000 to the Fiscal Year 2025-26 Development Engineering Program Budget from the available General Fund balance for plan check with a corresponding increase in plan check revenue in the same amount; 2) approve contract amendment No. 5 with Cannon Corporation dba Penco, Contract 2024-067, for $200,000 for a revised contract amount of $1,145,000 for additional general plan check and other related engineering services; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

19. Introduction of Ordinance 2026-004 Amending Chapter 10.56 of the Chino Municipal Code (CMC). Approve the introduction of an ordinance amending Chapter 10.56 of the Chino Municipal Code to address bicycles, electric bicycles, motorized scooters, and regulated mobility devices.

Staff Report By: Lieutenant Ted Olden and Dennis Ralls, City Traffic Engineer

RECOMMENDATION: Approve the introduction of Ordinance 2026-004, amending Chapter 10.56 of the Chino Municipal Code, pertaining to bicycles, electric bicycles, motorized scooters, and regulated mobility devices, to be read by number and title only, and waiving future reading of the ordinance:

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

20. Senate Bill 707 Updates and Adoption of a Disruption of Service during a City Council Meeting Policy. Adopt Resolution No. 2026-038, to approve the technology disruption policy.

Staff Report By: Natalie Gonzaga, City Clerk

RECOMMENDATION: Receive an update related to significant updates to the Ralph M. Brown Act by Senate Bill 707 (SB 707) and approve Resolution No. 2026-038 to adopt a Disruption of Telephonic or Internet Service During Public Meetings Policy.

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

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, June 16, 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, May 28, 2026 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Recognition of Chino Cultural Foundation's Student Scholarship Recipients

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Chino High School Wrestling Team

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Retirement Recognition

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

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

FROM: **EUNICE M. ULLOA, MAYOR**

SUBJECT

Award of Mayor's Home Beautification Award.

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7775460 to 7775678, and Electronic Fund Transfers 526517E to 526653E, totaling $6,243,904.23.

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:	ExE - penditure:

BACKGROUND

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

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7775460 – 7775550	05/07/26	25-26	$865,420.34
2.	7775551 – 7775678	05/14/26	25-26	$598,930.70
3.	526517E – 526579E	05/08/26	25-26	$1,997,115.48
4.	526580E – 526653E	05/15/26	25-26	$2,782,437.71
TOTAL				**$6,243,904.23**

ISSUES/ANALYSIS

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

Attachment

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

Check Date	Check Number	Vendor Name	Description	Amount
05/07/2026	7775478	CHINO VALLEY UNIFIED SCHOOL DISTRICT	CROSSING GUARDS	$110,201.87
	7775528	SO CAL EDISON CO	SERVICE PERIOD: 04/01-04/30	$233,405.60
	7775546	WASTE MANAGEMENT	COLLECTION SERVICES	$231,604.71
05/14/2026	7775615	J & S STRIPING CO INC	STREET STRIPING & PAVEMENT REPAIR	$88,362.98
	7775617	JONES LANG LASALLE AMERICAS INC.	LAND ACQUISITION & DESIGN	$180,500.00
	7775668	TRI POINTE HOMES HOLDING INC.	ROAD CLOSURE DEPOSIT - REFUND	$100,000.00
05/15/2026	526594	CALGON CARBON CORPORATION	AS-NEEDED GAC REMOVAL & REPLACEMENT	$56,067.00
	526598	CHINO VALLEY INDEPENDENT FIRE DISTRICT	FIRE PROTECTION SERVICES	$1,479,549.00
	526609	FISHER SCIENTIFIC CO LLC	CITY CONSIDERATION 01/01-26-03/31/26	$587,359.50
	526648	WATER FACILITIES AUTHORITY	IMPORTED WATER	$357,260.24
05/08/2026	526522	THIRKETTLE CORPORATION	WATER METER INVENTORY	$59,679.52
	526549	HARDY & HARPER INC	PAVEMENT REMOVAL & REPAIR SERVICES	$330,368.00
	526551	INLAND EMPIRE UTILITIES AGENCY	NON-RECLAIMABLE WASTEWATER	$1,080,098.41
	526573	US BANK CORPORATE PAYMENT SYS	P-CARD PAYMENT-MARCH 2026	$185,059.81
			TOTAL	**$5,079,516.64**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

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

TUESDAY, MAY 19, 2026

MINUTES

OPEN SESSION – 6:00 PM

CALL TO ORDER

The May 19, 2026, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 6:03 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

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

ABSENT: Mayor Pro Tem Curtis Burton, and Council Member Marc Lucio

FLAG SALUTE

Chino Cub Scout Pack 309 led the Pledge of Allegiance.

CEREMONIALS

Proclamations

National Public Works Week 2026 - Proclaim the week of May 17-23, 2026 as National Public Works Week.

Mayor Ulloa read the National Public Works Week proclamation into the record and presented it to Keith Martinez, Public Works Services Manager and Public Works Department staff.

Presentations

2026 Hall of Fame Award Recipients - Recognition of the 2026 Hall of Fame Award Recipients: Carolyn and Earl Owens.

Mayor Ulloa called up Chino Valley Historical Society President Steve Halstead, and Vice President Bobby Martinez, who presented the 2026 Hall of Fame Award honoring Carolyn and Earl Owens. Mr. Phil Owens and his family were present to accept the award in memory and honor of his parents. Mayor Ulloa announced the award would be displayed at the Chino Community Building.

Chino Valley Fire District Introductions - New Hire Firefighter/Paramedics.

Mayor Ulloa called up Deputy Fire Chief Jeremy Ault and Fire Captain Jeff Brady who provided an introduction of the new Chino Valley Fire District Firefighters/Paramedics: Anthony Ramos, Lucas Tim, and Art Villalobos.

AGENDA ADDITIONS/REVISIONS

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

INFORMATION

External Agency Report for May 19, 2026. Receive and file the External Agency Report for May 19, 2026 (Covering Meetings from March 1-31, 2026).

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

PUBLIC ANNOUNCEMENTS

Mayor Ulloa announced the upcoming Grand Opening of Orel Hershiser Cheverolet on May 28, 2026, Chino in Action event on June 6, 2026, Chino Summer Nights taking place from June 12 through July 31, 2026, and the Memorial Day event along with the closure of City Hall and most City facilities in honor of Memorial Day on May 25, 2026.

PUBLIC COMMENTS

Pastor Roy Robbins, Christ Lutheran Church, provided the invocation.

Melissa Compani, Representative, Fourth District San Bernardino County Supervisor Curt Hagman, announced upcoming community events.

CONSENT CALENDAR

Stubbie Barr, provided a public comment on Consent Item No. 10, noting the project was completed with municipal funds but did not include the accessible parking required by State and Federal law.

Michelle Chapman, CIP Engineering Manager, and Albert Espinoza, Deputy Director of Public Works/City Engineer, provided information on the project that was completed with San Bernardino County, and explained the required accessible parking stall installation was not approved by the County. City Manager Reich confirmed that staff will return to the County to restate the City's position on including accessible parking.

1. Warrants. Approve expenses as audited and within budget for warrants 7775296 to 7775459, and Electronic Fund Transfers 526413E to 526516E, totaling $4,334,527.63
2. Minutes. Approve Minutes for the Regular Meeting on May 5, 2026 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Government Relations Update for May 19, 2026. Receive and file the May 19, 2026, Government Relations Update.
5. Revisions to Unrepresented Management Job Classifications and Position Reclassifications. Adopt Resolution 2026-027, 2026-028, and 2026-029 approving revisions to job classifications, amendments to the Compensation and Benefit Plan, and amendments to the Classification Plans and Compensation Schedules for Unrepresented Management Employees.

6. Updated Compensation and Benefit Plan for Unrepresented Sworn Management. Adopt Resolution No. 2026-030 approving the updated Compensation and Benefit Plan for Unrepresented Sworn Management to revise Holiday Pay and Floating Holiday Time provisions.

7. Annexation of Territory into Existing Community Facilities District No. 2020-1 Improvement Area 4 for Municipal Services. Adopt Resolution No. 2026-031 declaring the City of Chino's intention to annex Territory to Improvement Area 4 of Community Facilities District No. 2020-1 (Services).

8. Acceptance of State Department of Resources, Recycling and Recovery (CalRecycle) California Beverage Container Recycling City/County Payment Program (CCPP-25) Grant Funds. Authorize the acceptance of CalRecycle CCPP-25 grant funds in the amount of $23,771; establish Grant No. G7804; and appropriate $23,771 to the Sanitation Fund (550) with corresponding increase in revenues for FY 2025-26.

9. Acceptance of State Department of Resources, Recycling and Recovery (CalRecycle) Used Oil Payment Program (OPP16) Grant Funds. Authorize the acceptance of the CalRecycle OPP16 grant funds in the amount of $13,225; establish Grant No. G7805; and appropriate $13,225 to the Sanitation Fund with a corresponding increase in revenues for FY 2025-26.

10. Notice of Completion for the Chino Airport Driveway & Parking Lot Improvements Project (R7250). Accept Project R7250 with Superior Paving Company Inc. DBA United Paving Co., Contract No. 2026-184 as complete, authorize the Director of Public Works to file the Notice of Completion, and authorize retention release following the 30-day period.

11. Award a Professional Services Agreement to Dudek to prepare the Master Plan of Drainage Update (MS251). Award a professional services agreement to Dudek, Encinitas Ca., for $464,350 to prepare the Master Plan of Drainage Update (MS251); and authorize the City Manager to execute all necessary documents on behalf of the City.

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

AYES: ULLOA, COMSTOCK, AND FLORES

NOES: NONE.

ABSENT: BURTON, AND LUCIO

PUBLIC HEARING

12. Community Development Block Grant (CDBG) FY 2026-2027 Action Plan. Conduct a Public Hearing regarding the Community Development Block Grant Annual Action Plan.

Staff Report By: Traci Rossetti-Smith, Senior Management Analyst

RECOMMENDATION: 1) Conduct a Public Hearing to receive public comment; 2) approve the 2026-2027 CDBG Annual Action Plan in the amount of $570,458 and estimated carryover funds in the amount of $305,450 for total expenditures estimated to be $876,248; 3) authorize the City Manager to execute all necessary documents on behalf of the City and submit the 2026-2027 CDBG Annual Action Plan; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR) Part 58.

Mayor Ulloa opened the public hearing.

Traci Rossetti-Smith, Senior Management Analyst, provided a report on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Conduct a Public Hearing to receive public comment; 2) approve the 2026-2027 CDBG Annual Action Plan in the amount of $570,458 and estimated carryover funds in the amount of $305,450 for total expenditures estimated to be $876,248; 3) authorize the City Manager to execute all necessary documents on behalf of the City and submit the 2026-2027 CDBG Annual Action Plan; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR) Part 58. The motion carried by the following vote:

AYES: **ULLOA, COMSTOCK, AND FLORES**

NOES: **NONE.**

ABSENT: **BURTON, AND LUCIO**

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa had no report.

Mayor Pro Tem Burton

Mayor Pro Tem Burton had an excused absence.

Council Member Comstock

Council Member Comstock reported earning a bronze medal in pickleball at the Chino Corporate Challenge event; attended the No More Locked Doors Union Building Trades Career Fair; Legislative Policy Committee meeting; 2026 City County Conference; and congratulated the Owens family for being honored with the Hall of Fame Award.

Council Member Flores

Council Member Flores had no report, but expressed support for the Police Department air support unit and the Fire ambulance contract.

Council Member Lucio

Council Member Lucio had an excused absence.

City Manager's Report

City Manager Reich announced the City of Chino won first place in the Corporate Challenge, and thanked everyone who contributed to another successful year.

City Attorney's Report

City Attorney Galante had no report.

Director's Report

Albert Espinoza, Deputy Director of Public Works/City Engineer, reported that the

relinquishment of Euclid Avenue will be completed on Thursday, May 21, 2026.

Police Chief's Report

Police Chief Mensen announced the delivery of the Chino Police Department helicopter. Mayor Ulloa inquired about mutual aid agreements with surrounding agencies to use our helicopter.

Council Member Comstock inquired about the helicopter's call sign and the officers assigned to the unit. Police Chief Mensen stated the call sign will be "Air 5", and that Police Officer Stephen Brown will serve as the Tactical Flight Officer, with Tyler Scott and Corporal Ryan Nguyen as alternates.

Fire Chief's Report

Deputy Fire Chief Jeremy Ault provided information on the Urban Search and Rescue Team training.

ADJOURN

The meeting adjourned at 7:06 p.m. The next Regular Meeting of the City Council will be held on Tuesday, June 2, 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 2ND DAY OF JUNE 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****
(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

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

RECOMMENDATION

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

FISCAL IMPACT

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

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

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

BACKGROUND

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

ISSUES/ANALYSIS

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

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
May 18-20, 2026	ICSC 2026	Las Vegas, NV	Mayor Pro Tem Burton Council Member Lucio
May 20, 2026	League of California Cities Inland Empire/Desert Mountain & Riverside Divisions Joint Meeting	Ontario, CA	Council Member Comstock

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

November 3, 2026 General Municipal Election.

RECOMMENDATION

Adopt Resolution No. 2026-035 calling for the General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers and requesting the San Bernardino County Board of Supervisors to consolidate the City of Chino General Municipal Election with the Statewide General Election; and adopt Resolution No. 2026-036, establishing the candidate statement regulations.

FISCAL IMPACT

Sufficient funds are included for approval in the budget for Fiscal Year 2026-27.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Responsible Long-Range Planning
- Exemplary Leadership
- 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 General Municipal Election shall be held on Tuesday, November 3, 2026 for the purpose of electing a Council Member from District 2 and a Council Member from District 3.

The nomination period for this election begins on July 13, 2026 and ends on August 7, 2026. Pursuant to California Elections Code Section 10225, the nomination period for an electoral district may be extended to August 12, 2026, if the eligible incumbent does not file nomination papers by the deadline.

ISSUES/ANALYSIS

As provided in the California Elections Code, the legislative body shall approve resolutions to call for and consolidate the Municipal Election with the Statewide Election.

Resolution No. 2026-035 calls and gives notice of the November 3, 2026 General Municipal Election. The election is called for the purpose of electing a District 2 Council Member for a full term of four years, and a District 3 Council Member for a full term of four years. Additionally, the resolution requests the San Bernardino County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election.

Resolution No. 2026-036 includes general provisions for preparing said candidates' statements pursuant to Section 13307 of the Elections Code.

Additionally, attached to this report is the preliminary calendar of election events for the November 3, 2026 General Municipal Election.

Attachments: Resolution Nos. 2026-035 and 2026-036
Calendar of Election Events

RESOLUTION NO. 2026-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2026, for the election of Municipal Officers; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of San Bernardino canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Chino, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing a Member of the City Council from District 2 for a full term of four years and a Member of the City Council from District 3 for a full term of four years.

SECTION 2. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of the General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of the election of a Member of the City Council from District 2 for a full term of four years and a Member of the City Council from District 3 for a full term of four years.

SECTION 3. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election and only one form of ballot shall be used.

SECTION 4. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Chino recognizes additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for all costs associated with the General Municipal Election.

SECTION 6. That the polls of the election shall open at seven o'clock a.m. the day of the election and shall remain open continuously from that time until eight o' clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Sections 14212 and 14401 of the Elections Code of the State of California.

SECTION 7. That the consolidated election shall be held and conducted in the manner prescribed in Section 10418 of the Elections Code. If any inconsistency arises between the procedure described in this Resolution and the Elections Code, the latter shall govern.

SECTION 8. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner required by law.

SECTION 9. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of San Bernardino.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 2nd day of JUNE, 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK /
ELECTIONS OFFICIAL

State of California)
County of San Bernardino) ss.
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 2nd day of June, 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK /
ELECTIONS OFFICIAL

RESOLUTION NO. 2026-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3 , 2026

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Chino on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of San Bernardino. The County is required to translate candidates' statements into the following languages: Spanish.

B. The County will print and mail separate voter information guides and candidates' statements in the required languages to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all polling places, on the County's website, and in the Elections Official office.

SECTION 3. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 4. PAYMENT.

A. Translations: The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State Law.

B. Printing: The candidate shall be required to pay the cost of printing the candidate's statement in the voter's pamphlet in all required languages pursuant to Federal and State law. The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty days of the election. (Note - Upon receipt of the invoice from the San Bernardino County Registrar of Voters, refunds and/or prorated billings will be issued.)

SECTION 5. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 6. All previous resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 7. That this resolution shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 2nd day of JUNE, 2026.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK /
ELECTIONS OFFICIAL

State of California)
County of San Bernardino) ss.
City of Chino)

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AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK /
ELECTIONS OFFICIAL

CITY OF CHINO

GENERAL MUNICIPAL ELECTION - NOVEMBER 3, 2026
CALENDAR OF ELECTION EVENTS

June 2, 2026	City Council Adopts Resolutions Required to Conduct the Election
June 29, 2026	City Clerk Published Notice of Election for Candidates
July 13 - August 7, 2026	Filing Period for Nomination Papers and Candidate's Statements
August 5 - November 3, 2026	24-hour Contribution Report (Form 497) Filing Period for Contributions of $1,000 or more made/received from a Single Source.
August 7, 2026 at 5:30 pm	Last Day to File Nomination Papers Last Day to Withdraw Declaration of Candidacy and Nomination Papers
August 10, 2026 at 5:00 pm	Last Day to Withdraw Candidate's Statement
August 12, 2026 at 5:30 pm	Last Day to File Nomination Papers - Extended Filing Period if incumbent has not filed
August 13, 2026	Secretary of State to Determine the Order of Names on the Ballot
August 21, 2026	City Clerk to publish Notice of Nominees
September 7, 2026 - October 20, 2026	Filing Period for Write-in Candidates
September 19, 2026	First Day Political Signs may be Posted
September 24, 2026	Last Day for Filing Campaign Expenditure Statements (1st Pre-election Statement)
October 19, 2026	Last Day to Register to Vote
October 22, 2026	Last Day for Filing Campaign Expenditure Statements (2nd Pre-election Statement)
November 3, 2026	**ELECTION DAY:** Polls are open from 7:00 a.m. to 8:00 p.m.
November 3, 2026 at 8:05 PM	**ELECTION DAY:** Election results posted for mail ballots received from the USPS at 8:05 p.m. and mail ballot drop-off locations prior to election day. Results updated every 2 hours until election night counting is complete.
November 13, 2026	Last Day to Remove Political Signs
December 3, 2026	Registrar of Voters to Issue Statement of Results
December 15, 2026 or a special meeting called for this purpose.	City Council to Declare Election Results and Installation of Elected Officials (date dependent upon receipt of the certification of election results by the Registrar of Voters).
February 1, 2027	Last Day for Filing Campaign Expenditure Statements (Semi-Annual Statement)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

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

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

City Council Meeting Cancellations for the Month August 2026.

RECOMMENDATION

Authorize staff to cancel the August 4 and August 18, 2026 regular City Council Meetings.

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

For the past several years, the City Council has voted to cancel the regularly scheduled meetings in the month of August due to conflicts with events of Citywide interest. The "National Night Out" event takes place on the first Tuesday in August which conflicts with Chino's regularly scheduled City Council meeting.

"National Night Out" is a nationwide event to promote and improve partnerships between police departments and the communities they serve. The Chino Police Department not only aims to bring the community together but to make Chino a safer place to live and work. The City Council has continued to express interest in attending the many "National Night Out" events that occur in the City on this night.

ISSUES/ANALYSIS

Given the importance of "National Night Out" to our community, it is recommended that the City Council authorize staff to cancel the August 4, regular City Council meeting to offer Council Members an opportunity to engage with members of the community during "National Night Out".

Staff also recommends the City Council cancel the August 18, 2026 regular City Council meeting, going dark for the remainder of August.

Should the City Council approve these August cancellations, the next regular meeting of the City Council after the July 21 regular meeting would be held on Tuesday, September 1, 2026 at 6:00 p.m. with Closed Session no sooner than 4:00 p.m. if necessary.

Overall, staff recommends the City Council approve the following schedule:

- Cancel the August 4, regular City Council meeting
- Cancel the August 18, regular City Council meeting

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approve the CalRecycle – RMDZ Zone Incentive Funds Application and Agreement FY2025-26 Extension (ZIF5).

RECOMMENDATION

1) Accept the Cal Recycle Recycling Market Development Zone (RMDZ) reimbursable Grant Incentive Funds in the amount of $42,545; 2) establish grant number G2261; 3) appropriate $42,545 to the General Fund 100 and increase the revenue by the same amount; and 4) authorize the City Manager to execute all documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation in the amount of $42,545 and an increase in revenue to the General Fund-Economic Development program 1009020. The agreement allows a reimbursable allocation of $42,545.00 to conduct technical assistance for California based businesses that use materials from California landfills. Funds will be reimbursable through December 2026.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue: 1009020-59355-G2661	Expenditure: 1009021-43650-G2261
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Recycling Market Development Zones are for businesses that manufacture products using materials that would normally end up at the landfill. The company must be located in one of the specially designated geographical zones throughout California. Chino renewed its RMDZ designation in 2014 and in 2026 looks to reinstate spending for technical assistance program for micro-manufacturers / entrepreneurs in the fashion industry.

This program will be housed at the “LAB at Chino” where Economic Development will launch the first fashion maker space in Chino. “Upcycle Chino” aims to attract fashion entrepreneurs by providing technical assistance to startup fashion designers to turn discarded textiles into marketable products while reducing landfill textile waste. Core program components include:

- Conversion of post-consumer and surplus textiles into finished market-ready garments and products
- Fabric deconstruction, material recovery, and quality control processes that support recycled manufacturing
- Integration of circular manufacturing models and sustainable sourcing strategies

ISSUES/ANALYSIS

On April 9, 2026, CalRecycle approved the program. As part of this program, Economic Development will work with partners such as Goodwill and Salvation Army for seasonal textiles to be collected. The program is intended to support Office of Economic Development’s business attraction efforts. The program is designed to support 15 to 20 fashion entrepreneurs by providing education in sustainable micro-manufacturing practices. Program is expected to run July 2026 until December 2026.

Attachments – Agreement
Project Overview

Zone Incentive Funds Application and Agreement

FY2024–2025 through FY2025–2026 (ZIF5)

Recipient Information
1. Recipient Name: City of Chino
2. RMDZ Name: Chino Valley
3. Agreement Number (assigned by CalRecycle): ZIF5-24-03 Amendment 1
4. Term: **Notice to Proceed Email Date – December 31, 2026**

Payment Information	
5. Funding Amount: $42,545	
6. Payee Address:	PO Box 667 Chino, CA 91708
7. Payment Department:	Finance Department

Contact Information	
8. Primary Contact Name:	Rhonesia Perry
9. Primary Contact Title:	Economic Development Manager
10. Signature Authority Name:	Linda Reich
11. Signature Authority Title:	City Manager

Documents
12. Resolution uploaded ☑
13. Letter of Designation uploaded (if applicable) ☑

Funding Source	Funding Corrections (if needed)
Fund: Recycling Market Development Revolving Loan Subaccount **Reference:** 603 **Item:** 3970-603-0281 **Enactment Year:** 1996 **Object of Expenditure:** 7600-G9000-702 **Fi$Cal Comparable Expenditure Information:** 39705100/3700000227/5432000	**Fund:** **Reference:** **Enactment Year:** **Object of Expenditure:** **Fi$Cal Comparable Expenditure Information:**

Acceptance of ZIF Program Provisions
Applicant acknowledges that submittal of this document constitutes acceptance of all provisions as contained in the amended Zone Incentive Fund Program Guidelines.

Charter City Confirmation	
California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated, and any disbursed grant funds shall be returned to CalRecycle. If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.	
☐	Yes. One or more charter cities included in this application are prohibited from receiving state funding for the project described in this grant application. We acknowledge that our organization will be disqualified because we are not eligible.
☐	No. Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this grant application.
☑	Not Applicable. This application does not include any charter cities.

Penalty of Perjury Statement
I certify under penalty of perjury, under the laws of the State of California, that I am authorized to sign this document on behalf of the Recipient, that I have read the amended Zone Incentive Fund Program Guidelines, and that to the best of my knowledge and belief that information in this Agreement is true and correct.

x Linda Reich Digitally signed by Linda Reich Date: 2026.04.09 09:48:24 -07'00'	04/09/2026
Signature of Signature Authority (as authorized in the Resolution)	Date
Linda Reich	City Manager
Print Name of Signature Authority	Print Title of Signature Authority
X  Digitally signed by Lu Saephanh Date: 2026.04.10 10:08:12 -07'00'	Deputy Director, CalRecycle
Signature of CalRecycle's Authorized Signatory	Title of CalRecycle Signature Authority

Important - Applicant/Recipient must obtain signature of Signature Authority, upload this document in its entirety to the ZIRS system, and retain the original document in Applicant's cycle file.

RMDZ - Upcycle Chino

February 10, 2026

Program Name: Upcycle Chino
Program Duration: July 1, 2026 - December 31, 2026
# of Business Leads: 15 - 20

Overview:

Upcycle Chino is a micro-manufacturing sector development initiative focused on recycled-content textile production and sustainable fashion manufacturing. The initiative supports local recycled-material manufacturing by transforming discarded and surplus textiles into value-added garments and fashion products. The program advances circular manufacturing practices that reduce landfill disposal, extend the lifecycle of textile materials, and strengthen the City's capacity for small-batch, environmentally responsible manufacturing.

Core program components include:

- Conversion of post-consumer and surplus textiles into finished market-ready garments and products
- Small-batch production methods suitable for micro-manufacturing and product commercialization
- Fabric deconstruction, material recovery, and quality control processes that support recycled manufacturing
- Integration of circular manufacturing models and sustainable sourcing strategies
- A public fashion showcase to increase visibility and market demand for locally manufactured, recycled-content goods

Program Budget:

RMDZ Funds - $42,545

Technical Assistance Outline:

Course 1: Sustainable Fashion Foundations
Duration: 3 weeks
Focus:

- Introduction to sustainability & circular fashion
- Textile waste and reuse
- Denim deconstruction techniques
- Design ideation and sketching

Outcomes:

- Understanding of sustainable fashion principles
- Initial garment concepts
- Material selection and prep

Course 2: Garment Construction & Design Execution
Duration: 3 weeks
Focus:

- Pattern modification
- Sewing and garment construction
- Fit, finishing, and detailing
- Quality control and presentation

Outcomes:

- Completed upcycled garments
- Understanding of garment production workflow

Course 3: Fashion Presentation & Creative Entrepreneurship
Duration: 4 weeks
Focus:

- Styling and presentation
- Branding and storytelling
- Fashion show preparation
- Introduction to retail and merchandising
- Financial Literacy

Outcomes:

- Fashion show–ready garments
- Understanding of creative business pathways
- Public presentation experience

Activity Metrics:

15 - 20 businesses captured from lead generation
100 garments or products produced per participant
500 (lbs) of textiles recovered and reused
650 instructional hours delivered (course hours per cohort)
One Website and 1,000 views of total social media engagement

Evaluation Metrics:

$42,545 total program cost vs $42,545 total budget spent
15- 20 total number of businesses served
100 upcycled garments made
500 (lbs) of textiles diverted from landfill
Increase in awareness of sustainable fashion by 50% (pre/post survey)

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Parcel Map No. 21008 – Senate Bill 9 Urban Lot Split.

RECOMMENDATION

1) Approve Parcel Map No. 21008; and 2) authorize the City Manager to execute all necessary documents and agreements on behalf of the City related to the implementation of Parcel Map No. 21008.

FISCAL IMPACT

There is no fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Responsible Long-Range Planning

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

BACKGROUND

The applicant/property owner is requesting approval of Parcel Map No. 21008 to subdivide the existing residential property located at the southeast corner of Telephone Avenue and Walnut Avenue, at 12507 Telephone Avenue. The subject property consists of approximately 0.332 gross acres and is proposed to be subdivided into two residential parcels pursuant to Senate Bill 9 (SB 9), the Housing Opportunity and More Efficiency (HOME) Act, which became effective on January 1, 2022, and Government Code Section 66411.7. The proposed map includes Parcel 1 containing approximately 6,395 square feet net and Parcel 2 containing approximately 6,325 square feet net, together with associated right-of-way dedication along Walnut Avenue, as depicted on the Tentative Parcel Map attached as Exhibit A.

The request is limited solely to the subdivision of the property through an Urban Lot Split. No residential development, grading, building permits, or construction approvals are included as part of this application. Any future development on either parcel would require separate City review and approval through applicable planning, engineering, and building permit processes.

ISSUES/ANALYSIS

Staff reviewed Parcel Map No. 21008 for consistency with the provisions of Senate Bill 9, the Subdivision Map Act, and applicable objective City standards.

The proposed Urban Lot Split qualifies for ministerial approval because the site is located within a qualifying residential zoning district, the subdivision creates no more than two parcels, and the proposed lots are roughly equal in size. The resulting parcels substantially comply with applicable SB 9 requirements, and the application is limited to an Urban Lot Split pursuant to Government Code Section 66411.7.

Public Works staff have reviewed the proposed Parcel Map No. 21008 and confirmed that all Public Works Conditions of Approval (COA) applicable to the final map have been satisfied. The required right-of-way dedication along Walnut Avenue has been incorporated into the map, and no outstanding Public Works comments or corrections remain. Staff have determined that the final parcel map conforms to the Subdivision Map Act and applicable City standards. The map is now ready for City Council approval and subsequent recording with the San Bernardino County Recorder-Clerk.

Attachments: Exhibit A – Parcel Map No. 21008

NUMBER OF PARCELS: 2
NUMBER OF LETTER PARCELS: 1
14,454 S.F. (0.332 ACRES), GROSS
12,719 S.F. (0.292 ACRES), NET

PARCEL MAP NO. 21008

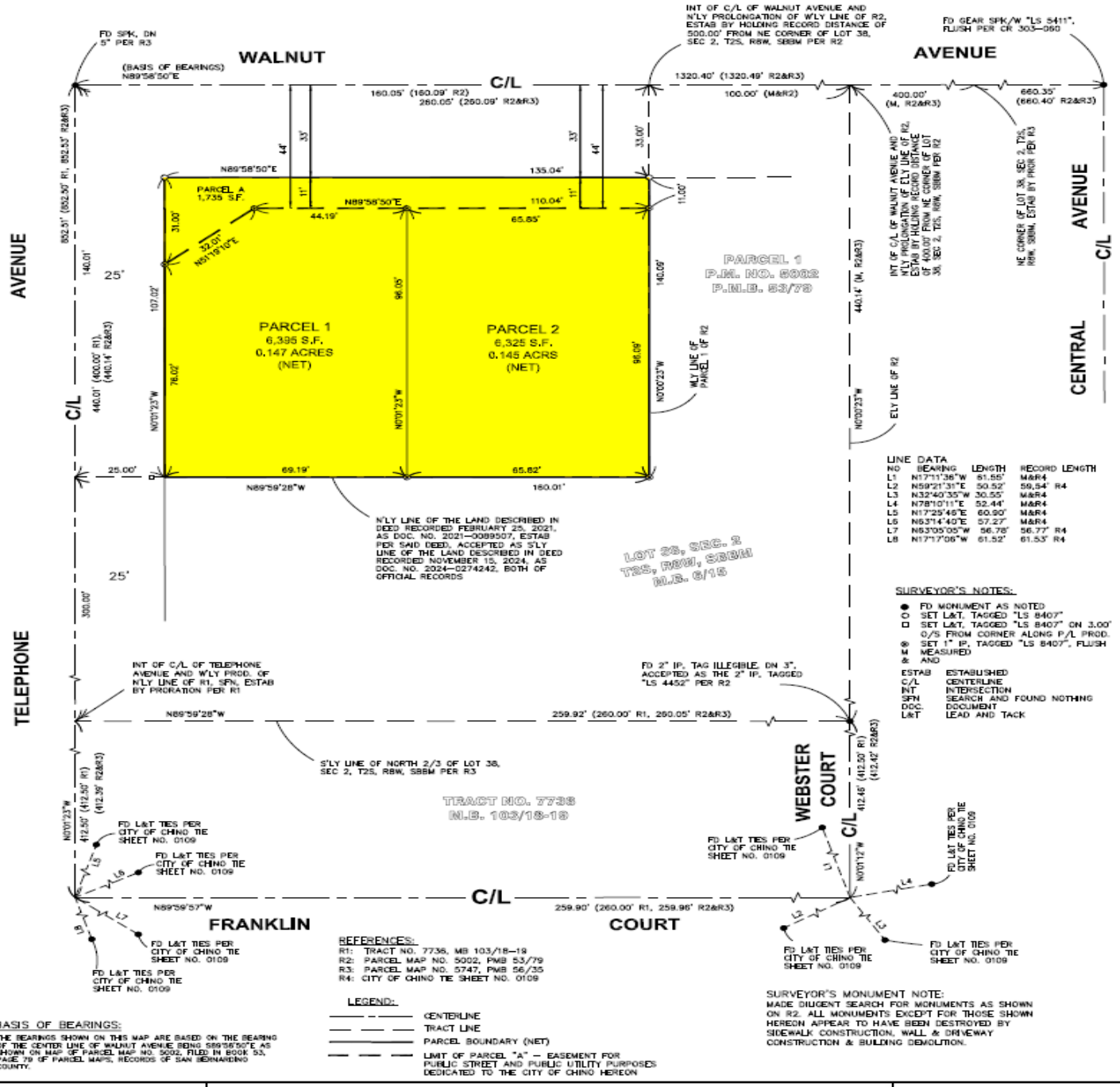
IN THE CITY OF CHINO
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR SB9 SUBDIVISION PURPOSES

BEING A SUBDIVISION OF A PORTION OF LOT 38, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Sheet 2 of 2 Sheets

SCALE: 1"=20'

CALLAND ENGINEERING, INC. JANUARY, 2026
DATE OF SURVEY: JANUARY, 2025



LINE DATA

NO	BEARING	LENGTH	RECORD LENGTH
L1	N17°11'36"W	61.55'	M&R4
L2	N59°21'31"E	50.52'	59.54' R4
L3	N32°40'35"W	30.55'	M&R4
L4	N78°10'11"E	52.44'	M&R4
L5	N17°25'45"E	60.90'	M&R4
L6	N53°14'40"E	57.27'	M&R4
L7	N53°05'05"W	56.78'	56.77' R4
L8	N17°17'06"W	61.52'	61.53' R4

SURVEYOR'S NOTES:

- ● FD MONUMENT AS NOTED
- ○ SET L&T, TAGGED "LS 8407"
- □ SET L&T, TAGGED "LS 8407" ON 3.00' O/S FROM CORNER ALONG P/L PROD.
- ⊗ SET 1" IP, TAGGED "LS 8407", FLUSH
- M MEASURED
- & AND

ESTAB	ESTABLISHED
C/L	CENTERLINE
INT	INTERSECTION
SFN	SEARCH AND FOUND NOTHING
DOC.	DOCUMENT
L&T	LEAD AND TACK

REFERENCES:
R1: TRACT NO. 7736, MB 103/18-19
R2: PARCEL MAP NO. 5002, PMB 53/79
R3: PARCEL MAP NO. 5747, PMB 56/35
R4: CITY OF CHINO TIE SHEET NO. 0109

LEGEND:
- CENTERLINE
- TRACT LINE
- PARCEL BOUNDARY (NET)
- LIMIT OF PARCEL "A" — EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF CHINO HEREON

BASIS OF BEARINGS:
THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE BEARING OF THE CENTER LINE OF WALNUT AVENUE BEING S89°58'50"E AS SHOWN ON MAP OF PARCEL MAP NO. 5002, FILED IN BOOK 53, PAGE 79 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SURVEYOR'S MONUMENT NOTE:
MADE DILIGENT SEARCH FOR MONUMENTS AS SHOWN ON R2. ALL MONUMENTS EXCEPT FOR THOSE SHOWN HEREON APPEAR TO HAVE BEEN DESTROYED BY SIDEWALK CONSTRUCTION, WALL & DRIVEWAY CONSTRUCTION & BUILDING DEMOLITION.

Parcel Map No. 21008

Right of Way Dedication



MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approve Amendment No. 4 with TAIT & Associates, Inc. for the Alley/Sanitation Rehabilitation FY21-22 Various Locations (SN221)

RECOMMENDATION

Approve contract amendment No. 4 with TAIT & Associates, Inc. Contract No. 2022-196 for $83,194 for a not to exceed contract amount of $167,834 for engineering design services related to Project SN221 and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are budgeted in the Fiscal Year 2025-26 Capital Improvement Program (CIP) for the Alley/Sanitation Rehabilitation FY21-22 Various Locations (SN221). The funding for Contract Amendment No. 4 is available within the Sanitation Fund (Fund 550) under the City's trash services contract for alley maintenance activities.

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: 5507380 – 48004 – SN221
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

As part of the Capital Improvement Program (CIP), staff assessed various alleys to determine and establish a plan to improve deteriorating conditions. Staff determined two (2) alleys running east and west (Alleys 20 & 21), between B Street and D Street from Central Avenue to Benson Avenue that require repairs. Repairs consist of rehabilitation of alley pavement, and reconstruction of alley approaches, sidewalks, curbs, and gutters to comply with the Americans with Disabilities Act (ADA).

On November 16, 2021, the City Council awarded a Professional Services Agreement to TAIT & associates, Inc. Santa Ana, CA (TAIT) for Engineering Design Services for Project SN221 for a not-to-exceed amount of $84,640. Council additionally approved a design contingency budget of $8,464. Amendments No. 1, 2, and 3 were executed to extend the term of the agreement for additional fiscal years.

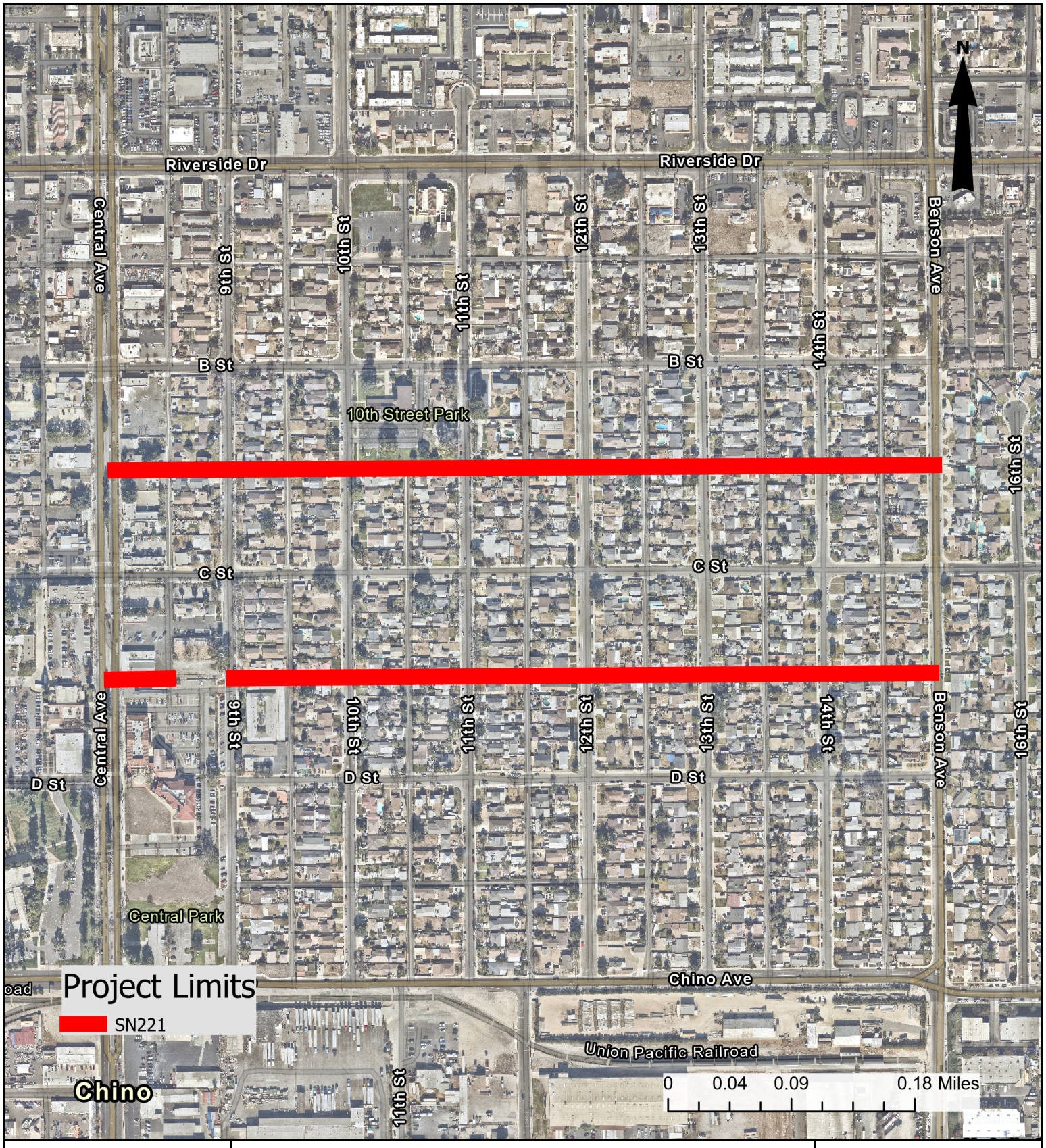
ISSUES/ANALYSIS

The original design scope for the alley rehabilitation included grinding off existing asphalt and overlaying the existing alley pavement with new asphalt. The scope also included a constructability review at the 30-percent design stage to compare costs between the replacement of existing drainage gutters and construction of new ribbon gutters within the alley. It should be noted that the project was placed on pause after the 30-percent design was completed to assess the condition of the waterlines beneath the alleys. A subsurface utility investigation concluded that no aging steel waterlines exist beneath the footprint of the project, therefore the project may proceed without rehabilitation of the water utilities. Upon completion of a constructability review and geotechnical report recommendations, staff determined that the construction of ribbon gutters and a full depth replacement of alley pavement is necessary. As a result, the project scope would expand to address these additional conditions. Amendment No. 4 captures the expanded scope needed to complete the construction plans and specifications to staff satisfaction.

Tait & Associates, Inc. will continue working on behalf of the City to address constructability review comments, including modifications to avoid relocation of above-ground infrastructure such as streetlights and fire hydrants. Additionally, the expanded scope includes revisions to the design of pavement treatment to include full reconstruction and add alley ribbon gutters to improve drainage during rain events. Necessary surveying updates are required to tie-into the north and south alleys resurfaced under Project SN211, completed in March 2023. With these revisions incorporated into the bid set, the project is anticipated to be ready for construction advertisement in first quarter 2027.

Staff recommend the City Council approve Amendment No. 4 with TAIT for $83,194 with a not to exceed revised contract amount of $167,834 for the expanded scope needed to complete the construction plans and specifications for Project SN221.

Attachments: Exhibit A – Project Vicinity Map
Exhibit B – Amendment No. 4 (TAIT)



Vicinity Map

SN221 - Alley/Sanitation Rehabilitation FY 21-22



Project Name/No.: SN221 – Alley/Sanitation Rehab FY21-22 Various Locations **Contract No.: 2022-196 (A4)**

Project Manager: PW/ B. Aleman **Approved: 06.02.2026**

AMENDMENT NO. 4

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 **TAIT & Associates, Inc.**, a California Corporation ("Consultant") is effective as of the 2nd day of June, 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 16, 2021 ("Agreement") whereby Consultant agreed to provide Design Engineering Services for Project No. SN221 – Alley/Sanitation Rehabilitation FY21-22 at Various Locations.

B. City and Consultant entered into a First Amendment to the Agreement on July 1st, 2023, to extend the term of the Agreement for an additional Fiscal Year (2023-24).

C. City and Consultant entered into a Second Amendment to the Agreement on July 1st, 2024, to extend the term of the Agreement for an additional Fiscal Year (2024-25).

D. City and Consultant entered into a Third Amendment to the Agreement on July 1st, 2025, to extend the term of the Agreement for an additional Fiscal Year (2025-26).

E. City and Consultant now desire to amend the Agreement to increase compensation for the expansion of the original scope of work and extend the term of the Agreement for an additional Fiscal Year (2026-27).

TERMS

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

(a) The schedule of compensation provided in Exhibit "C-1" of the agreement is amended to include services as specified in Exhibit "C-2", attached hereto.

(b) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **Eighty-Three Thousand One Hundred Ninety-Four Dollars and Zero Cents ($83,194.00)** (the "Contract Sum"), for expansion of the original design engineering services, unless additional compensation is approved pursuant to Section 1.10, and shall read in its entirety as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" included as Exhibit "C-1" and incorporated herein by this reference. The total compensation,

including reimbursement for actual expenses, shall not exceed **One Hundred Sixty-Seven Thousand Eight Hundred Thirty-Four Dollars and Zero Cents ($167,834.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 18."

(c) Section 3.4, Term, is hereby revised to read in its entirety as follows:

"Unless earlier terminated in accordance with Article 7 of this agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines."

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
TAIT & ASSOCIATES, INC.:

By:_____

Name: Jacob Vandervis
Title: C.O.O & Vice President

By:_____

Name: Jason Jones
Title: C.F.O

Address: 701 N. Parkcenter Drive
Santa Ana, CA 92705

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 "C-2"

TAIT & ASSOCIATES - PROPOSED ESTIMATE OF FEES
SN221 - ALLEY/SANITATION REHABILITATION FY 2021-22 VARIOUS LOCATIONS
CITY OF CHINO, CA
ALLEY RECONSTRUCTION CONVERSION - FULL REDESIGN

BILLING RATES		278	300	230	170	128	225	165	380	TOTAL PROJECT COSTS	
WORK TASK	TASK #	PM/ PRINC.	QA/QC	Project Engineer	Designer I	Admin	Survey PM	Survey Designer	2-Man Crew	ITEM TOTALS HOURS	BILLABLE
OPTION 2: ASA1A - Design Plan Updates (Full Plan and Profile Sheets)											
Topographical Ground Survey all alley/alley intersections (assumes 2 day		2	0	2	0	0	8	14	16	42	$ 11,206
Update Profiling and Roadway Section		4	0	24	0	0	0	0	0	28	$ 6,632
Revise Plan View Sheets to Plan and Profile		4	2	60	160	0	0	0	0	226	$ 42,712
Update Alley Approach Grading & Labeling Details		4	1	32	20	0	0	0	0	57	$ 12,172
Updated Specifications & Estimate		2	1	16	8	2	0	0	0	29	$ 6,152
Additional Meetings & Coordination		8	0	8	0	2	0	0	0	18	$ 4,320
LABOR HOUR TOTALS BY CLASSIFICATION		**24**	**4**	**142**	**188**	**4**	**8**	**14**	**16**	**TOTAL LABOR COSTS**	**$ 83,194**
OPTIONAL TASKS											
~~Additional Topographical Ground Survey (assumes 2 days)~~	*A-1*	~~2~~	~~0~~	~~2~~	~~0~~	~~0~~	~~8~~	~~14~~	~~16~~	~~42~~	~~$ 11,206~~
	A-2	-	0	-	0	0	0	0	0	0	$ -
~~**SUBTOTAL**~~		~~**2**~~	~~**0**~~	~~**2**~~	~~**0**~~	~~**0**~~	~~**8**~~	~~**14**~~	~~**16**~~	~~**42**~~	~~**11,206**~~

Total Not-To-Exceed: $83,194; excludes "Optional Tasks".

CLIENT: CITY OF CHINO
PROJECT: SN211 - ALLEY/SANITATION REHABILITATION FY 2021-22 VARIOUS LOCATIONS
PREPARED BY: DWS 6/12/24, Updated by DMP 04/13/26

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Conditional Approval of a Covenant Agreement to Annex for Sanitary Sewer Service and request approval from the San Bernardino Local Agency Formation Commission (LAFCO) for sanitary sewer service for the property located at 13122 Roswell Avenue for a proposed single-family home and Accessory Dwelling Unit (ADU) located within the City of Chino's Sphere of Influence.

RECOMMENDATION

1) Adopt Resolution No. 2026-032 conditionally approving a Covenant Agreement to Annex for Sanitary Sewer; 2) request approval from the San Bernardino Local Agency Formation Commission for sanitary sewer service for the property located at 13122 Roswell Avenue within the City of Chino's Sphere of Influence; and 3) authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City's General Fund. All costs associated with utility connections, plan check, and LAFCO processing will be fully burdened by the applicant. Upon connection to the public sewer, the following fees will apply:

- Sewer Development Impact Fee (DIF): This one-time fee is assessed for all new connections to the City's sewer system.
- Inland Empire Utilities Agency (IEUA) Sewage Facilities Development Fee (SFDF): one-time fee for a new sewer connection within the IEUA service area.

In addition to one-time fees, property owners will be billed monthly for ongoing sewer service:

- Sewer Maintenance Fee (City)
- Wastewater Treatment Fee (pass-through to IEUA)

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
- 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.

BACKGROUND

The subject property, located at 13122 Roswell Avenue (see Exhibit C), is within the unincorporated area of San Bernardino County and within the City of Chino's Sphere of Influence (SOI). The property has a General Plan land use designation of Residential RD 4.5, which allows 3 to 4.5 dwelling units per acre. The property is not contiguous to the City's boundaries and is currently developed with a single-family residence. The property owner is proposing to construct an Accessory Dwelling Unit (ADU) on the site.

The property owner has submitted a development application to the County of San Bernardino for the construction of a proposed ADU. As part of the application, the property owner is requesting sewer service connections for the existing single-family residence and the proposed ADU to the City's public sanitary sewer system.

City staff evaluated service availability and confirmed that a connection can be provided via an existing 8-inch sewer main in Roswell Avenue. This facility is adequate to serve both the residence and the proposed ADU.

In 2025, the City Council adopted Resolution No. 2025-021, updating the Sewer Connection Policy and establishing revised criteria for sewer connection requests within the City's SOI. Consistent with the policy, staff evaluated the subject request and determined that annexation is not feasible at this time, as the property is not contiguous to the City boundaries and the costs associated with annexation would be disproportionate relative to the benefit for a single property owner.

Accordingly, an Ability to Serve Letter was issued on April 6, 2026. The current request qualifies under Section 1 of the policy, which applies to properties within the SOI. The proposed development is considered non-sizable, is consistent with the applicable General Plan land use and zoning designation and meets all criteria for connection to the City's public sanitary sewer system.

Pursuant to the current Sewer Connection Policy, a recommendation from the Infrastructure and Streets Committee is not required for this type of request. Accordingly, staff are authorized to present the application directly to the City Council for consideration and action.

ISSUES/ANALYSIS

The San Bernardino County Local Agency Formation Commission (LAFCO) would likely require annexation of a broader area beyond the subject property to establish a logical and cohesive service boundary. However, coordinating such an annexation effort would impose an unreasonable administrative and financial burden on a single property owner. The combined cost of LAFCO application fees, together with associated City, County, and construction-related costs, renders annexation cost-prohibitive for the applicant at this time.

Consistent with the City's adopted policy, the property owner will instead execute an Irrevocable Agreement to Annex (attached to the Resolution as Exhibit B), which commits the property to annex into the City of Chino at a future date when a broader annexation becomes feasible.

Upon adoption of Resolution No. 2026-032, the City Manager will be authorized to execute and submit a LAFCO Application for Extension of Services by Contract (attached as Exhibit A). Approval of the Irrevocable Agreement to Annex is contingent upon the following:

1. LAFCO approval of the City's request to extend sanitary sewer service by contract; and
2. Full reimbursement by the applicant for all costs incurred by the City in the preparation, submittal, and processing of the LAFCO application.

The City Manager shall be authorized to execute the Irrevocable Agreement to Annex on behalf of the City only upon receipt of written confirmation from LAFCO that the service extension request has been approved. If LAFCO denies the request, or if the applicant fails to fully reimburse the City, the agreement shall not be executed and sanitary sewer service shall not be extended.

Attachments:

Resolution No. 2026-032
Exhibit A – LAFCO Application for Extension of Services by Contract
Exhibit B – Irrevocable Agreement to Annex
Exhibit C – Sewer Lateral Map
Ability to Serve Letter (dated April 6, 2026)
City Sanitary Sewer Policy – Resolution No. 2025-021

RESOLUTION NO. 2026-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, CONDITIONALLY APPROVING A COVENANT AGREEMENT TO ANNEX FOR SANITARY SEWER SERVICE AND REQUEST APPROVAL FROM LAFCO (ASSESSOR PARCEL NUMBER 1019-262-12)

WHEREAS, the City of Chino received a request to provide sanitary sewer service to a property outside of its jurisdictional boundaries but within its sphere of influence, located at 13122 Roswell, Chino, CA 91710 (APN 1019-262-12) ("Property"); and

WHEREAS, pursuant to Resolution No. 2025-021, the City's policy is to only allow new or existing developments located outside of the City's jurisdictional boundaries but within its sphere of influence to connect to the City's sanitary sewer system in accordance with the following requirements:

(1) If the parcel is not contiguous to the City boundary, the owner of the parcel must execute and file an irrevocable agreement to annex to the City at such time as sufficient parcels can be assembled and qualify for annexation in accordance with Local Agency Formation Commission ("**LAFCO**") policy pertaining to such annexations.

(2) If the parcel is contiguous to a City boundary, the owner will be required to annex the parcel to the City, or, if this is determined to be infeasible, to execute an irrevocable agreement to annex.

(3) Finally, all parcels requesting sewer service must be developed in accordance with the City's General Plan and in conformance with all City codes and standards; and

WHEREAS, the Property is not contiguous to the City boundary, annexation has been determined to be infeasible at this time, and the owner of the Property has executed an Irrevocable Agreement to Annex to the City at such time as annexation becomes feasible; and

WHEREAS, pursuant to Government Code Section 56133, the City may only provide new or extended services by agreement outside of its jurisdictional boundary if it first requests and receives written approval from LAFCO.

NOW, THEREFORE, BE IT RESOLVED, that the City of Chino does hereby determine, find, resolve, and order as follows:

SECTION 1. The City Manager or designee is authorized to execute the San Bernardino LAFCO Application for Extension of Service by Contract (attached to this Resolution as Exhibit A) and to submit the Application to the San Bernardino County LAFCO.

SECTION 2. The Covenant Agreement to Annex for Sanitary Sewer Service ("**Agreement**") (attached to this Resolution as Exhibit B) is approved, conditioned on (i) approval by LAFCO, and (ii) reimbursement by the applicant of all application fees and other costs incurred by the City in preparing, submitting, and processing a request to LAFCO to extend sewer service to the Property

pursuant to Government Code Section 56133 ("**Reimbursement**"). The City Manager is authorized to execute the Agreement on behalf of the City following notification by LAFCO that the City's request to extend services to the Property has been approved and following Reimbursement by the applicant. If the City's request to extend service to the Property is not approved by LAFCO or if applicant does not submit a full Reimbursement to the City, the Agreement shall not be executed by the City.

APPROVED AND ADOPTED THIS 2nd DAY OF JUNE 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 forgoing Resolution was duly adopted by the City Council at a regular meeting held on the 2nd day of June 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

Attachments: Exhibit A – LAFCO Application
Exhibit B – Covenant Agreement to Annex

(FOR LAFCO USE ONLY)

SAN BERNARDINO LAFCO
APPLICATION FOR
EXTENSION OF SERVICE BY CONTRACT

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME:	City of Chino
CONTACT PERSON:	Jesus Plasencia
ADDRESS:	13220 Central Avenue
	Chino, CA 91710
PHONE:	(909) 334-3418
EMAIL:	jplasencia@cityofchino.org

CONTRACTING PARTY:

NAME OF PROPERTY OWNER:	Wanhao Qin & Karina Wang Qin
CONTACT PERSON:	Wanhao Qin & Karina Wang Qin
MAILING ADDRESS:	13122 Roswell Avenue
	Chino, CA 91710
PHONE:	
EMAIL:	[redacted]
ADDRESS OF PROPERTY PROPOSED FOR CONTRACT:	13122 Roswell Avenue
	Chino, CA 91710
CONTRACT NUMBER/IDENTIFICATION:	
PARCEL NUMBER(S):	1019-262-12
ACREAGE:	11,033 SF (.25 ac.)

_____
(FOR LAFCO USE ONLY)

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Sewer service for the single-family residence and Accessory Dwelling Unit (ADU).

(b) Are any of the services identified above "new" services to be offered by the agency? ☐ YES ■ NO. If yes, please provide explanation on how the agency is able to provide the service.

2. Is the property to be served within the agency's sphere of influence? ■ YES ☐ NO

3. Please provide a description of the service agreement/contract.

The property owner is entering into an irrevocable agreement to annex as a condition of receiving sewer service.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? ☐ YES ■ NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

(b) Is the property to be served contiguous to the agency's boundary?
☒ YES ☐ NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

The financial burden of annexation is not feasible for an individual property owner with a single lot.

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
☐ YES ☒ NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

6. (a) What is the existing use of the property?

Residential 4.5 (RD 4.5)

(b) Is a change in use proposed for the property? ☐ YES ☒ NO. If yes, please provide a description of the land use change.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

n/a

8. Are there any land use entitlements/permits involved in the agreement/contract? ☐ YES ■ NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	☐
Permit (Conditional Use Permit, General Plan Amendment, etc.)	☐
Conditions of Approval	☐
Negative Declaration (Initial Study)	☐
Notice of Determination (NOD)/Notice of Exemption (NOE)	☐
Department of Fish and Game (DFG) Receipt	☐
Others (please identify below)	☐

9. Has the agency proposing to extend service conducted any CEQA review for this contract? ☐ YES ■ NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

(a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

An 8-inch sewer main is available within the public right-of-way on Roswell Avenue. There is sufficient capacity to accommodate the proposed service connection. The proposed project is located within 250 feet of the main line.

The property owner will retain a licensed contractor for the construction of the sewer lateral. This work will require a delta revision to the approved plans. Upon approval of the revised plan, the connection may proceed in accordance with the City's requirements.

(b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

Description of Fees/Charges	*Cost*	*Total*
Sewer Development Impact Fee	$610.98	$610.98
Sewage Facilities Development	$8,620	$8,620
Estimated Construction Costs	tbd	tbd
Plan Check & Inspection	$1,500	$1,500
Right-of-Way Permit	$282	$282
Note: Does not include other costs such as		
County permit fees, mobilization, road, repair, etc.		
Total Costs	tbd	tbd

(c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

n/a

(d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

n/a

11 Does the City/District have any policies related to extending service(s) outside its boundary? ■ YES ☐ NO. If yes, has a copy been provided to LAFCO? ■ YES ☐ NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

Resolution 2025-021

CERTIFICATION

As a part of this application, the City/Town of CHINO, or the _____ District/Agency agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

(FOR LAFCO USE ONLY)

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.

SIGNED _____

NAME: Jesus Plasencia

POSITION TITLE: Assistant City Engineer

DATE: _____

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission for San Bernardino County
1170 W. Third Street, Unit 150,
San Bernardino, CA 92415-0490
PHONE: (909) 388-0480 • FAX: (909) 388-0481

Rev: krm – 8/19/2015

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Chino
City Clerk
P.O. Box 667
Chino, CA 91708

Exempt from recording fees according to Government Code Section No. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AGREEMENT TO ANNEX AND FOR SANITARY SEWER CONNECTION

This Covenant Agreement ("**Agreement**") is made this ____ day of _____, 202_, by and between the City of Chino, a municipal corporation, hereinafter referred to as "**City**", and Wanhao Qin and Karina Wang Qin hereinafter referred to as "**Owners**."

RECITALS

A. Owners owns that certain real property located at 13122 Roswell Avenue, Chino in the County of San Bernardino, State of California, and more particularly described in Exhibit "A" attached hereto ("**Property**").

B. The Property is outside of City's territorial boundaries but within City's Sphere of Influence.

C. Owners have requested permission to connect the Property, and existing and/or proposed improvements on the Property, to the City's sanitary sewer system ("**Sewer**").

D. City is willing to allow Owners to connect the Property to the Sewer on the condition that Owners (i) enter into an irrevocable agreement to annex the Property to the City at such time as the City determines a sufficient number of parcels are assembled for annexation and the number of parcels or area qualifies for annexation in accordance with the Local Agency Formation Commission (LAFCO) policy pertaining to such annexations, and (ii) that Owners agree to develop the Property in accordance with the City's General Plan and in conformance with all City codes and standards pertaining to the Sewer.

E. As required by Government Code Section 56133, the City has requested and received approval from the Local Agency Formation Commission (LAFCO) of San Bernardino County ("**LAFCO**") to provide Sewer services to the Property.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Effective Date; Duration.** This Agreement shall be effective ("**Effective Date**") on the date it is recorded in the Official Records of San Bernardino County ("**Official Records**") and shall continue in full force and effect until terminated in accordance with Section 7 below. Owners shall execute and acknowledge this Agreement and deliver it to City for execution after which City shall have it recorded in the Official Records and send a recorded copy to Owner.

3. **Owner's Representations and Warranties.** Owners represent and warrant to the City that, as of the Effective Date, Owners are the fee owners of the Property, that there are no other owners of the Property other than those listed in this Agreement, and that Owners have authority to execute this Agreement which shall be binding on the Property.

4. **Covenants, Restrictions and Obligations.** Owners covenant and agrees as follows:

(a) **Annexation.**

(i) At such time as the City decides to seek annexation of the Property to the City ("**Annexation**"), in the City's sole discretion, Owners shall consent to the Annexation, shall fully cooperate with and provide all necessary assistance to the City during the Annexation process, and shall take all actions required to effectuate the Annexation. Owners waive all rights to protest or otherwise oppose the Annexation of the Property to the City of Chino. Specifically, Owners shall not present any written or oral protest of or objection to Annexation to LAFCO, and shall not object (either orally or in writing) to any proposal by LAFCO to waive protest proceedings concerning the Annexation, whether at a public hearing or otherwise.

(ii) Additionally, Owners shall pay all fees and costs, at the time that they become due and payable, as would ordinarily be charged to Owners whose property is being considered for annexation or is annexed to the City, if any.

(b) **Development of Property.** Upon and after connecting the Property to the Sewer, Owners shall use and develop the Property only in a manner consistent with the permitted use(s) for the Property as show in the Land Use Element of the City's General Plan ("**General Plan**"), in addition to any other land use and development standards imposed by the County of San Bernardino. Prior to connecting to and receiving Sewer service, Owners shall provide the City with sufficient information and documentation, including plans, drawings, and specifications, if necessary, to demonstrate to the City's reasonable satisfaction that the existing or proposed use of the Property is consistent with the General Plan. Notwithstanding any other provision of this Agreement, a current or proposed use that is not consistent with the General Plan will not be permitted to connect to the Sewer.

(c) **Sewer Connection.** Owners shall (i) pay all fees, charges, and deposits required by the City for connection to and use of the Sewer including but not limited to fees for Sewer Maintenance and IEUA Sewage Treatment; (ii) shall complete all improvements

required to extend the Sewer to the Property, in accordance with City standards (as determined by the City Engineer), at Owners' sole expense; and (iii) shall comply with all City codes and standards regarding use of the Sewer, including but not limited to, discharge regulations.

5. **Extension of Sewer Services.** City agrees to allow the Property to connect to the Sewer, subject to Owners' compliance with the terms of this Agreement and subject to any conditions imposed by LAFCO in its approval of City's request to extend Sewer services to the Property, if any, which are incorporated herein.

6. **Runs with the Land.** This Agreement shall run with and burden the Property and all future owners, tenants, and occupants of the Property, and shall run in favor of the City in gross as a covenant and equitable servitude and shall benefit all real property owned by the City from time to time.

7. **Release of Covenant.** Provided Owners is not in default of this Agreement, Owners may request that this Agreement be released by sending written notice to City requesting the release after the Property has been annexed to the City of Chino. Upon confirmation of compliance with the foregoing to the reasonable satisfaction of the City, City shall execute a release in a form approved by the City Attorney, which shall be executed and acknowledged by the City and recorded in the Official Records. The release may be executed by the City Manager.

8. **Violations; Remedies.**

(a) **Breach of Annexation Covenant.**

(i) Owners' breach of Section 4(a)(i) of this Agreement will cause substantial injury to the City, including but not limited to delaying and potentially preventing City's ability to annex the Property and other properties to the City, which is the City's primary aim and intent in entering into this Agreement. Since the determination of actual damages caused by a breach of Section 4(a)(i) would be difficult or impractical to determine, City and Owners agree that if Owners breach Section 4(a)(i) either by making a protest or objection as described in Section 4(a)(i) or refusing to take any actions required to effectuate the Annexation, Owners shall be liable for and shall pay to the City the sum of Ten Thousand Dollars ($10,000), and shall also reimburse the City for all costs (including legal fees) incurred by the City as a result of Owners' breach, all of which shall be due upon demand by the City, and shall be due whether or not Owners' breach prevents Annexation. City may also seek any other remedy for such breach available under law.

(ii) If Owners refuse or fail to timely make any payment described in Section 4(a)(ii), Owners authorize City to make such payment on Owners' behalf and Owners shall reimburse City for such payment within (30) days of a written demand by the City.

(b) **Breach of Sewer Regulations.** If the City believes Owners have violated Section 4(c) of this Agreement, City may provide written notice of breach and demand that Owners remedy the breach within thirty (30) days of receipt of the notice. If Owners fail to remedy the breach in the specified time period and provide proof thereof to the reasonable

satisfaction of the City, Owner shall be liable for and shall pay to the City One Hundred Dollars ($100.00) per day until the breach is cured to the City's reasonable satisfaction.

(c) **Rights and Remedies are Cumulative.** The rights and remedies of the City listed in this Section 8 are cumulative and the exercise by City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Owner.

(d) **Lien.** If any amount due to the City under this Section 8 is not paid within thirty (30) days of a written demand by the City, City shall have the right to record a lien against the Property for such amount.

9. **Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

10. **Notices.** Any notice to be given under this Agreement shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following addresses:

City: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: Director of Development Services

With Copy to: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: City Attorney

Owners: Wanhao Qin
Karina Wang Qin
[redacted]

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mail. Any party may change address for notice by giving written notice of such change to the other party.

11. **Miscellaneous.**

(a) **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in San Bernardino County.

(c) **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

(d) **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

(e) **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

(f) **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be an original but all of which shall constitute one and the same document.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials thereunto duly authorized.

CITY:

CITY OF CHINO, a municipal corporation

_____
Linda Reich, City Manager

ATTEST:

_____
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____
Hye Jin Lee
Director of Public Works Department

OWNERS:

By: _____

Name: Wanhao Qin

By: _____

Name: Karina Wang Qin

[OWNER'S SIGNATURE SHALL BE NOTARIZED]

See attached CA Ack

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On 05/06/2026 before me, Cathy Cartwright, Notary Public
(insert name and title of the officer)

personally appeared Wanhao Qin and Kanna Wang Qin,
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.

CATHY CARTWRIGHT
Commission # 2514260
Notary Public - California
Orange County
My Comm. Expires Mar. 13, 2029

Signature Cathy Cartwright (Seal)

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property in the County of San Bernardino, State of California, legally described as follows:

LOT 82 OF TRACT NO. 3200, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 91 AND 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PROPERTY COMMONLY KNOWN AS: 13122 ROSWELL AVENUE, CHINO, CA 91710

APN: 1019-262-12



Sewer Lateral Map

13122 Roswell Avenue
ADU Connection to Sewer



EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

April 6, 2026

Attn: Property Owner
[redacted]

Subject: Ability to Serve Sewer Service – 13122 Roswell Avenue

To Whom It May Concern:

This letter serves as confirmation that the City of Chino is the exclusive provider of sanitary sewer services within the City's limits and Sphere of Influence (SOI). Property owners within the SOI may submit requests to connect their property to the City's sewer system.

Following a review of the existing sewer infrastructure surrounding the property at 13122 Roswell Avenue, City staff determined that the nearest sewer line is situated on Roswell Avenue, directly adjacent to the property. Therefore, the City of Chino hereby issues this "Ability to Serve" letter, indicating the availability of sewer service for the proposed Accessory Dwelling Unit at the aforementioned address.

If you are still interested in connecting to the public system, City staff is happy to assist you. The City would need to first obtain a copy of the recorded Grant Deed for your property. Once the deed is received by staff, the irrevocable offer of annexation agreement and application process will begin. Please note, the proposed irrevocable offer of annexation agreement is conditioned on the applicant paying all applicable connection fees and securing plan check approval for the additional sewer infrastructure.

Should you have any questions or require further information, please feel free to contact Sylvia Ramos, Contracts & DIF Administrator, at (909) 334-3418 or via email at sramos@cityofchino.org.

Sincerely,

Jesus Plasencia
Assistant City Engineer

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

RESOLUTION NO. 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, SUPERSEDING RESOLUTION 2022-041 AND AMENDING THE SANITARY SEWER POLICY TO ESTABLISH CRITERIA FOR SEWER AND WATER SERVICE REQUESTS WITHIN THE CITY'S SPHERE OF INFLUENCE AND OUT-OF-BOUNDARY SERVICE AREAS

WHEREAS, the City of Chino ("City"), pursuant to its authority as a municipal corporation, previously adopted Resolution No. 2022-041 to establish a policy governing the provision of sanitary sewer services in the Sphere of Influence ("SOI"); and

WHEREAS, the City has determined that an amendment to the Sanitary Sewer Policy ("Policy") is necessary to establish clear and enforceable criteria for evaluating sewer and water service requests within its SOI and out-of-boundary service areas; and

WHEREAS, the amended Policy provides a structured framework for assessing infrastructure capacity, regulatory compliance, financial feasibility, and regional public benefits to ensure that sewer and water service extensions align with the City's General Plan, Capital Improvement Program, and long-term infrastructure investment priorities as applicable; and

WHEREAS, in furtherance of these objectives, all requests for sewer and water service within the SOI and out-of-boundary service areas shall be evaluated on a case-by-case basis utilizing the criteria in the amended Policy; and

WHEREAS, any request for sewer or water service that does not conform to the City's General Plan land use designations and Zoning Code within the SOI or any request for municipal service connections outside the City's boundaries shall require review by the Infrastructure Committee and a recommendation to the City Council prior to issuance of an "Ability to Serve" letter to the requesting party; and

WHEREAS, an "Ability to Serve" letter shall not constitute approval of a utility service connection but shall serve solely as confirmation that the City has the capacity to provide service at the time of issuance; final authority to approve any sewer or water service connection shall remain exclusively with the City Council, which must authorize service through the execution of a formal agreement.

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

SECTION 1. PROPERTIES WITHIN THE SPHERE OF INFLUENCE (SOI)

Properties located within the SOI seeking connection to the public sewer system shall exclusively obtain sewer service from the City. Pursuant to Section 713.4 of the California Plumbing Code, titled Public Sewer Availability, any property situated within two hundred (200) feet of an existing public sewer line is required to connect to the City's sanitary sewer system. All requests for connection shall be reviewed on a case-by-case basis and shall comply fully with the guidelines set forth herein for properties within the SOI. Any deviations from the General Plan and zoning requirements , irrespective of degree or nature, are subject to review and approval at the sole discretion of the City Council.

A. General Plan & Zoning Requirements

Properties within the SOI must conform to the City's General Plan land use and zoning requirements to qualify for sewer service connection:

Staff may not independently authorize any deviation from the City's General Plan or zoning requirements. All such requests must first be presented to the Infrastructure Committee for review. The Committee shall provide a recommendation to the City Council, which holds final authority to approve or deny any deviation and associated utility connection.

B. Annexation Requirements

1. Non-Contiguous Parcels (SOI parcels not adjacent to the City boundary):

   a. Non-adjacent properties within the SOI that do not qualify as a Sizable Project as defined herein, may connect to the public sewer system upon execution and recording of an Irrevocable Agreement to Annex. City staff is authorized to issue an "Ability to Serve" letter for such requests, provided the subject property fully complies with all applicable General Plan and zoning requirements. The issuance of an "Ability to Serve" letter by staff shall not constitute final approval; the ultimate approval authority for sewer connection remains solely with the City Council, contingent upon approval of the formal Irrevocable Agreement to Annex.

   b. Non-adjacent properties within the SOI that qualify as a Sizable Projects as defined herein, may connect to the public sewer system upon execution and recording of an Irrevocable Agreement to Annex; provided annexation into the City is determined to be economically or practically infeasible as defined in Section 2 herein. The Infrastructure Committee shall provide a recommendation to the City Council, which holds final authority to approve or deny the issuance of the Ability to Serve Letter contingent upon the project's full compliance with all applicable General Plan and zoning requirements. Recommendation of such letter by the Infrastructure Committee shall not constitute final approval; ultimate approval authority for sewer connection serving Sizable Projects remains solely with the City Council, contingent upon approval of the Irrevocable Agreement to Annex.

   c. Additionally, in the event a proposed project fails to conform with applicable General Plan or Zoning requirements, such project shall be subject to the provisions set forth in Section 1 of this policy. Furthermore, depending upon the size, scale, and anticipated impacts of the proposed development, the City reserves the right to require annexation into the City, with all associated annexation costs and expenses borne solely by the applicant.

2. Contiguous Parcels (SOI parcels bordering the City boundary)

   Contiguous properties within the SOI shall be required to annex into the City to connect to the public sewer system, unless the City determines annexation to be economically or practically infeasible, as defined in Section 2 herein. In cases where annexation is deemed infeasible, connection may be permitted upon execution and recording of an Irrevocable Agreement to Annex. All provisions and requirements governing sewer connections under

an Irrevocable Agreement to Annex, including but not limited to parcel size, project type, compliance with General Plan and zoning requirements, Infrastructure Committee recommendation, and final approval by the City Council, as outlined above for non-adjacent properties, shall fully apply.

3. Accessory Dwelling Units (ADUs) Exemption

a) Accessory Dwelling Units (ADUs) located within the SOI shall remain exempt from mandatory connection to the City's public sewer system pursuant to California Government Code Section 65852.2(f)(2), as amended. Notwithstanding this exemption, City staff shall proactively provide property owners requesting an "Ability to Serve" or "Not Serve" letter with comprehensive information regarding available public sewer connection options, particularly in cases where public sewer infrastructure exists adjacent or in close proximity to the subject property. Further, staff shall actively encourage connection to the public sewer system for all structures located on the subject parcel, including but not limited to ADUs and associated single-family residences, wherever connection is determined by the City to be feasible.

b) In cases where an ADU property owner within the SOI voluntarily elects to connect to the public sewer system, City staff is authorized to issue an "Ability to Serve" letter irrespective of compliance with General Plan or zoning requirements. All applicable provisions, requirements, and procedures associated with executing and recording an Irrevocable Agreement to Annex, as outlined in Section 1 of this policy, shall fully apply. Issuance of an "Ability to Serve" letter by staff shall not constitute final approval; ultimate authority to approve sewer connections remains solely with the City Council.

4. Sizable Projects

a) "Sizable Projects" shall be defined as new developments or infill projects within the Sphere of Influence (SOI) consisting of more than four (4) residential dwelling units, or commercial and industrial developments exceeding 10,000 square feet of gross floor area. The determination of annexation requirements for these projects shall consider criteria including, but not limited to, proximity or contiguity to the City boundary, projected impacts on City infrastructure and municipal services, and the type, scope, and overall scale of the proposed development.

b) All "Sizable Projects," as defined herein, shall be subject to review and recommendation by the Infrastructure Committee prior to the issuance of an "Ability to Serve" letter. Such letter may only be issued by City staff, following City Council approval. Final authority for sewer connection for all Sizable Projects resides exclusively with the City Council and shall be granted only upon the execution of an Irrevocable Agreement to Annex for Sanitary Sewer Service.

SECTION 2. INFEASIBILITY DETERMINATIONS SPHERE OF INFLUENCE (SOI):

The City of Chino expressly reserves the right to determine, in its sole discretion, that annexation is infeasible under any of the following conditions:

1. Disproportionate Burden on an Individual Property Owner – Where the proposed annexation would impose an undue financial or procedural obligation on the requesting property owner, rendering the annexation inequitable.
2. Insufficient Support from Adjacent Property Owners – Where there is inadequate participation or concurrence from surrounding parcels necessary to justify or effectuate the annexation.
3. Infrastructure Deficiencies – Where existing municipal sewer or water infrastructure is inadequate or otherwise incapable of accommodating the proposed annexation.
4. Economic Viability – Where the extension of municipal services to the subject property, absent broader support or financial participation from neighboring parcels, would result in an unsustainable fiscal obligation to the City.
5. Excessive Long-Term Liabilities – Where annexation would create undue or excessive ongoing maintenance, operational, or financial burdens on the City, compromising its ability to efficiently manage municipal infrastructure.

City staff shall make the initial determination for infeasibility; however, depending on the nature of the request, the Infrastructure Committee and, ultimately, the City Council shall retain the final authority to determine whether a property is deemed infeasible for annexation into the City as a prerequisite to connecting to the public sewer system.

SECTION 3. OUT-OF-BOUNDARY SERVICE AGREEMENTS

An Out-of-Boundary Service Agreement ("Agreement") is a legally binding instrument between the City of Chino ("City") and another municipal jurisdiction ("Requesting Municipality") for the provision of municipal sewer and water services to properties located outside the City's corporate limits and beyond its Sphere of Influence. The extension of such services shall be considered an extraordinary measure and will only be granted when the City Council, at its sole and absolute discretion, determines that:

1. No other reasonable or feasible alternative exists for the property to connect to a sewer or water system; and
2. The requested service extension is technically feasible; and
3. The extension will not adversely impact existing or planned infrastructure.
4. The service extension will not create significant impacts on the economic interests of the City, its residents or businesses.

Each request for an "Out-of-Boundary" Sewer and Water Service Agreement shall be subject to a case-by-case review and undergo a Service Feasibility Analysis, as defined below.

Service Feasibility Analysis

No Agreement shall be approved unless and until a comprehensive feasibility analysis has been conducted by the City, which shall include, but not be limited to, an assessment of the following factors:

1. Infrastructure Capacity and Accessibility – The extent to which the City's existing sewer and water infrastructure possesses sufficient capacity to accommodate the proposed service extension without compromising existing or planned service obligations.

2. Long-Term Maintenance Obligations – The anticipated financial and operational burden associated with maintaining, repairing, and replacing infrastructure necessary to facilitate service under the Agreement, including lifecycle costs, depreciation, and projected capital improvement needs.
3. Impact on Existing and Future Service Demands – A determination as to whether the proposed service extension would negatively impact the City's ability to meet current or future service demands, including regulatory compliance and long-term sustainability considerations.
4. Technical Study Requirement – As a condition precedent to approval, the Requesting Municipality shall be required to commission and submit a comprehensive study, prepared by a licensed professional engineer, analyzing the feasibility, impact, and technical requirements associated with the requested utility service connection. Such study shall include capacity assessments, identification of necessary infrastructure improvements, and a projection of long-term system impacts. The City shall have full authority to review, approve, or reject the findings of the said study, and all costs associated with the preparation and submission thereof shall be borne solely by the Requesting Municipality.
5. A Recycled Water Allocation Service Feasibility Analysis shall be conducted to determine whether the proposed service extension results in a net increase in the recycled water allocated to the City. Any Out-of-Boundary Service Agreement for sewer connections shall expressly state that all recycled water generated from wastewater treated within the City's system remains part of the City of Chino's allocated supply. No rights, claims, or entitlements to the recycled water shall be granted to the external agency or development receiving sewer service.

Infrastructure Committee Oversight

a) All requests for municipal sewer or water connections under this Agreement shall be subject to a comprehensive review by the Infrastructure Committee. The Infrastructure Committee may, at its discretion, recommend to the City Council the issuance of an "Ability to Serve" letter; however, such recommendation shall not constitute approval of the requested service connection.

b) Final authority to approve or deny any service extension request shall rest solely with the City Council. No connection shall be permitted unless and until the City Council grants final approval.

c) Additionally, the "Ability to Serve" letter will include an acknowledgment stating that the Requesting Municipality understands its applicants assume certain risks when proceeding with projects that rely on out-of-boundary sewer or water service. While City of Chino staff adheres to all formal policy requirements in processing such requests, the ultimate outcome remains uncertain, as approval or denial is solely at the discretion of the City Council.

Requesting Agency's Cost Participation and Applicant Obligations

If the City grants approval to extend service, the City and the adjacent jurisdiction shall enter into an agreement outlining the terms and conditions of the service extension. This agreement shall include, but is not limited to, the following provisions

a) Where the extension of sewer or water service necessitates new infrastructure, the applicant shall be solely responsible for all costs associated with constructing the necessary service line or laterals to establish the connection to the City's utility line.

b) If future downstream upsizing or replacement of the existing City-owned utility line is required to accommodate increased capacity needs, the applicant shall provide a one-time, lump-sum fair share contribution toward the cost of such improvements, determined per the Service Feasibility Analysis.

c) The applicant shall also be responsible for the payment of all applicable Development Impact Fees (DIF) and any required pass-through fees to the Inland Empire Utilities Agency (IEUA) in accordance with prevailing fee schedules and agency requirements.

SECTION 4. SUPERSESSION

Resolution 2022-041 is hereby superseded and replaced in its entirety by this resolution. Any provisions, policies, or approvals established under Resolution 2022-041 that conflict with this resolution are hereby repealed and shall have no further force or effect.

All references to Resolution 2022-041 in any existing agreements, policies, or documents shall be interpreted in accordance with this resolution. In the event of any inconsistency between this resolution and prior City policies, the terms of this resolution shall govern.

PASSED, APPROVED, AND ADOPTED THIS 3rd DAY OF JUNE 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify the foregoing Resolution 2025-021 was duly adopted by the Chino City Council at a regular meeting held on the 3rd day of June 2025, by the following votes:

AYES:	COUNCIL MEMBERS:	LUCIO, FLORES, BURTON, ULLOA
NOES:	COUNCIL MEMBERS:	NONE.
ABSENT:	COUNCIL MEMBERS:	COMSTOCK

ngonzaga

NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Water Source, Storage and Distribution Development Impact Fee ("Water DIF") Credit Reconciliation Through May 31, 2025, for Various Preserve Development Projects.

RECOMMENDATION

Approve the Water Source, Storage and Distribution Development Impact Fee ("Water DIF") Credit Reconciliation through May 31, 2025, for various Preserve development projects in the amount of $29,712,190.54 and authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact on the City.

Staff will continue to conduct annual reconciliations of Water DIF credits and reimbursements and will return to the City Council periodically with updated reconciliations until all outstanding obligations and balances under the applicable agreements have been fully resolved.

Public improvements financed through Community Facilities District No. 2003-3 are not eligible for cash reimbursement under the City's Development Impact Fee Program. Such improvements may only be recognized as Water DIF credits to the extent permitted under the applicable agreements and consistent with the City's Water DIF Program requirements.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Financial Stability
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnership

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

BACKGROUND

Before the City Council for consideration is a Water Source, Storage and Distribution Development Impact Fee ("Water DIF") Credit and Reimbursement Reconciliation associated with various Preserve development projects and related backbone public water infrastructure improvements constructed by the City's master developer, Lewis Companies ("Lewis"). The reconciliation provides a comprehensive accounting of Water DIF credits issued, credits utilized, reimbursements processed, and remaining balances through May 31, 2025.

Over the years, the City and Lewis entered into multiple Water DIF agreements establishing the framework for the issuance of Water DIF credits and reimbursements for eligible backbone public water infrastructure improvements necessary to support growth within The Preserve Specific Plan area. Eligible improvements generally include water treatment facilities, supply wells, potable water distribution facilities, recycled water infrastructure, and related backbone transmission improvements.

The reconciliation includes eligible water infrastructure improvements constructed in connection with Preserve developments between 2004 and 2019, together with several project-specific Water DIF agreements associated with subsequent Preserve development phases and related infrastructure improvements, including, but not limited to, the following:

Contract No.	Project Description
Contract No. 2024-236	Projects (2004-2019)
Contract No. 2022-029	Pine Avenue (Stages 1-4)
Contract No. 2022-163	Town Center (Tract 16420-3)
Contract No. 2023-249	Block 9 Independence (Tract 16420-4)
Contract No. 2024-277	Block 3A (Tract 16420-4)
Contract No. 2026-209	Block 11 (Tract 16420)

Pursuant to the applicable agreements, the City and Lewis completed a reconciliation of all Water DIF credits issued, credits utilized, reimbursements processed, and remaining balances through May 31, 2025. The reconciliation determined that a total of $29,712,190.54 in Water DIF construction credits has been issued under the applicable agreements, of which $29,331,909.27 has been utilized, leaving a remaining Water DIF credit balance of $380,281.27.

Water DIF Credit Summary	Credit Amount
Contract No. 2024-236	$28,753,683.02
Contract No. 2022-163	$958,507.52
Contracts 2022-029, 2023-249, 2024-277, 2026-209	$0.00
Total Water DIF Construction Credits Issued	$29,712,190.54
Less: Water DIF Credits Utilized Through May 31, 2025	($29,331,909.27)
Remaining Water DIF Credit Balance	$380,281.27

ISSUES/ANALYSIS

Consistent with the applicable agreements and the City's ongoing administration of the Water DIF Program, staff completed a comprehensive reconciliation of all Water DIF credits issued,

credits utilized, reimbursements processed, and remaining balances associated with eligible backbone public water infrastructure improvements constructed within The Preserve Specific Plan area through May 31, 2025. The reconciliation was performed to verify the accuracy of existing Water DIF records, confirm remaining obligations and balances under the various agreements, and establish an updated baseline for future administration of the City's Water DIF Program and upcoming DIF Nexus Study Update.

The reconciliation further identifies approximately $5,713,543 in additional estimated eligible Water DIF improvements associated with the remaining project-specific agreements. These improvements have not yet been fully completed, accepted, or submitted to the City for final cost verification and reconciliation, with the exception of $958,507.52 previously submitted and approved under Contract No. 2022-163 associated with the Town Center project, which is included within the reconciled totals above.

Accordingly, no additional Water DIF credits or reimbursements beyond the previously approved amounts have been issued at this time for the remaining project-specific agreements. Any future Water DIF credits and/or reimbursements associated with these improvements will remain subject to completion of the improvements, City acceptance, verification of eligible costs, and compliance with the applicable agreements and Water DIF Program requirements.

Approval of this item will finalize the City's Water DIF Credit and Reimbursement Reconciliation through May 31, 2025, bring the related Water DIF records current, improve the accuracy and defensibility of the City's DIF records, and establish a clean baseline for future Water DIF administration as staff continues implementation of the upcoming Development Impact Fee Nexus Study Update.

Staff will continue conducting annual reconciliations of Water DIF credits and reimbursements and anticipate returning periodically with updated reconciliation items to ensure all related agreements, balances, reimbursements, and obligations remain current and accurately reflected within the City's Water DIF program records.

Attachment: Exhibit A - Water DIF Credit Reconciliation

Contract Nos.: _____
Approved: _____

WATER DIF CREDIT RECONCILIATION THROUGH MAY 31, 2025 FOR THE FOLLOWING AGREEMENTS:

1. ***CONTRACT NO 2024-236 (Projects Constructed 2004-2019)***
2. ***CONTRACT NO. 2022-029 (Pine Avenue – Stages 1-4)***
3. ***CONTRACT NO. 2022-163 (Town Center Tract 16420-3)***
4. ***CONTRACT NO. 2023-249 (Block 9 Independence Tract 16420-4)***
5. ***CONTRACT NO.2024-277 (Block 3A Tr 16420-4)***
6. ***CONTRACT NO. 2026-209 (Block 11 Tract 16420)***

THIS WATER DIF CREDIT RECONCILIATION (the "**Reconciliation**") is made and entered into this ___ day of _____, 20__ (the "**Reconciliation Date**") by and between the CITY OF CHINO, a California municipal corporation ("**City**") and CHINO DEVELOPMENT CORPORATION, a California corporation and CHINO PRESERVE DEVELOPMENT CORPORATION, a California Corporation (collectively, "**Developer**"). City and Developer are sometimes hereinafter referred to individually as "**Party**" and jointly as "**Parties**". All capitalized terms used and not defined herein, shall have that definition ascribed to it in the Water DIF Agreements (defined below).

RECITALS

WHEREAS, City and Developer entered into that certain Contract No. 2024-236 (Projects Constructed 2004-2019) (the "**2024-236 Water DIF Agreement**") whereby the City agreed to reimburse Developer for the design and construction of various public water improvements required within The Preserve Specific Plan by the Preserve Development Agreement No. 2004-073 which improvements are described in the 2024-236 Water DIF Agreement. For the purposes of this Reconciliation all of those water improvements described in the 2024-236 Water DIF Agreement are collectively referred to as the "**2024-236 Water DIF Improvements**". All of the 2024-236 Water DIF Improvements have been completed and accepted by the City for which Water DIF Credits in the total amount of $28,753,683.02 were provided to Developer under the Water DIF Agreements as identified in **Exhibit 1** attached hereto.

WHEREAS, City and Developer subsequently entered into the following additional contracts for the design and construction of additional public water improvements required within The Preserve Specific Plan by the Preserve Development Agreement No. 2004-073 for the Developer Properties covered by these additional contracts (the "**Additional Water DIF Agreements**"):

- *CONTRACT NO. 2022-029 (Pine Ave Stages 1-3,4)*
- *CONTRACT NO. 2022-163 (Town Center Tract 16420-3)*

- *CONTRACT NO. 2023-249 (Block 9 Independence Tract 16420-4)*
- *CONTRACT NO.2024-277 (Block 3A Tr 16420-4)*
- *CONTRACT NO. 2026-209 (Block11 Tract 16420)*

WHEREAS, the water improvements required under the Additional Water DIF Agreements (the "**Additional Water DIF Improvements**") have not yet been completed and accepted by the City (except for $958,507.52 of those Additional Water DIF Improvements under Contract No. 2022-163 (Town Center Tract 16420-3)). Water DIF Credits in the total amount of the costs for those Additional Water DIF Improvements when approved by the City will be provided to Developer under the Additional Water DIF Agreements; the total current estimated costs of those Additional Water DIF Improvements is $5,713,543 which is identified in **Exhibit 2** attached hereto of which $958,507.52 in actual costs from Contract No. 2022-163 have been submitted to the City as identified in **Exhibit 1** and **Exhibit 2** attached hereto.

WHEREAS, pursuant to Section 4 of the 2024-236 Water DIF Agreement, City and Developer met for the purpose of ascertaining the total amount Credits to the Water DIFs that have been issued by City to the Developer after the Effective Dates of the Water DIF Agreements and the Additional Water DIF Agreements for Developer's Properties, the amount of any cash reimbursements made to Developer, and the remaining amount of the Water DIFs held by the City through and including May 31, 2025.

RECONCILIATION

NOW, THEREFORE, the Parties agree as follows:

1.

(a) Water DIF Credit and Reimbursement Reconciliation. As identified in **Exhibit 1** of this Reconciliation, the total Water DIF Credits provided to Developer under the 2024-236 Water DIF Agreement and under Contract No. 2022-163 (Town Center Tract 16420-3) was $29,712,190.54 and $29,331,909.27 of those Water DIF Credits have been used for all of those Developer Properties listed on **Exhibit 3** attached hereto. No DIF Credits will be awarded under the Additional Water DIF Agreements (except $958,507.52 of those Additional Water DIF Improvements under Contract No. 2022-163 previously submitted to the City), until the Additional Water DIF Improvements required by the Additional Water DIF Agreements are completed and accepted by the City. The Remaining Water DIF Credit and Reimbursement Amount through May 31, 2025 is $380,281.27 as identified in **Exhibit 1** (the "**Remaining Credit Balance**"). The Remaining Credit Balance does not include the balance of the Water DIF Credits to be awarded under the Additional Water DIF Agreements, estimated to be $5,713,543 (less the $958,507.52 in DIF Credits already awarded under Contract No. 2022-163), as set forth in **Exhibit 2** attached.

(b) Updated DIF Credit Addendum. Exhibit 3 of the 2024-236 Water DIF Agreement is hereby deleted and replaced with Exhibit 4 attached hereto.

2. WARRANTY RE ABSENCE OF DEFAULTS. Developer represents and warrants to City that, as of the Reconciliation Date, Developer is not in default of any material term of the 2024-236 Water DIF Agreement or the Additional Water DIF Agreements (collectively, the "**Agreements**"), and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreements by Developer.

3. COUNTERPARTS. This Reconciliation may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Reconciliation to be executed as of the day and year first above written.

DEVELOPER

CHINO DEVELOPMENT CORPORATION,
a California corporation

_____
Bryan Goodman
Its: _____

CHINO PRESERVE DEVELOPMENT
CORPORATION, a California corporation

_____
Bryan Goodman
Its: _____

CITY

CITY OF CHINO, a municipal corporation

_____
Linda Reich
City Manager

ATTEST:

_____
Natalie Gonzaga
City Clerk

APPROVED AS TO CONTENT:

_____
Hye Jin Lee
Director of Public Works

APPROVED AS TO FORM:

_____
Fred Galante
City Attorney

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Chino - The Preserve G2182\DIF Fees\1DIF Agmt Amendments\Drafts\Water\Water DIF Cont Credit Reimbmt Agmts Reconciliation (11-19-22) v2.docx

EXHIBIT 1

Water DIF Credit Summary
Contract 2024-236
Contracts 2022-029, 2022-163, 2023-249, 2024-277,and Block 11 Tract 16420

Contract 2024-23 Water DIF Construction Credits	$ 28,753,683.02
Contract 2022-163 Water DIF Construction Credits[1]	$ 958,507.52
Contracts 2022-029, 2022-163, 2023-249, 2024-277, 2026-209	$ -
Total DIF Construction Credits	$ 29,712,190.54
DIF Credits used to 5/31/25	$(29,331,909.27)
Remaining Water DIF Credits Contracts 2024-23 & 2022-163	$ 380,281.27

[1] $958,507.52 of costs under Contract 2022-163 (Town Center Tract 16420-3 have been submitted to the City)

EXHIBIT 2

Water DIF Credit Summary
Contracts 2022-029, 2022-163, 2023-249, 2024-277 and Block 11 Tract 16420

Additional DIF Contracts	DIF Est. Water Costs	Submitted-Actual Cost
2022-029 Pine Stages 1-4	$748,463	$958,507.52
2022-163 Town Center	$2,707,887	
2023-249 Block 9 Independence	$1,123,700	
2024-277 Block 3A	$425,331	
2026-209 Block 11	$708,162	
Total	$5,713,543	$958,507.52

Note: $958,507.52 of costs for Additional Water Improvements under Contract No. 2022-163 have been submitted to the City and Water DIF Credits in that amount have been included in **Exhibit 1**. All other Water DIF Credits from Contracts 2022-029, 2022-163, 2023-249, 2024-277,and Block 11 Tract 16420 will be available to Developer as the Water DIF Improvements required by those Contracts are completed and accepted by the City.

EXHIBIT 3

List of Preserve Projects Where Water DIFs Used Through May 31, 2025

Tract	Builder	Project	Density	Units	Total Amount
16420.1	LMC	HCP Maintenance Bldg	SF	-	$ (7,020.72)
		HCP Pool Bldg	SF	-	$ (2,998.80)
		HCP Rec Center Bldg	SF	-	$ (40,511.28)
		Homecoming- Ph 1	HDR	152	$ (606,176.00)
		Homecoming- Ph 2	HDR	189	$ (753,732.00)
		Homecoming- Ph 3	HDR	458	$ (1,826,504.00)
16420.3	LMC	Town Center - Chipotle	SF	-	$ (14,654.76)
		Town Center - Panera	SF	-	$ (21,493.26)
		Town Center - Retail 2	SF	-	$ (68,800.56)
		Town Center - Retail 3A	SF	-	$ (29,942.45)
		Town Center - Retail 3B	SF	-	$ (36,491.42)
		Town Center - Retail 4	SF	-	$ (32,509.92)
		Town Center - Retail 5	SF	-	$ (36,312.00)
		Town Center - Retail 6	SF	-	$ (55,070.35)
		Town Center - Retail 7	SF	-	$ (15,379.20)
		Town Center - Retail 8	SF	-	$ (15,379.20)
		Town Center - Stater Bros	SF	-	$ (196,977.65)
16420.6	LMC	Club on Main - A3 Hall	SF	-	$ (12,437.72)
		Club on Main - B-Office	SF	-	$ (21,753.50)
16519	John Laing	Secret Garden	MDR	84	$ (341,751.00)
16520	Lennar	Garden Glen I	LDR	51	$ (294,879.00)
16521	K. Hovnanian	Ten Bloom Road	MDR	69	$ (274,091.00)
16522	Centex	Canterburry Grove I	LDR	48	$ (277,957.00)
16523	Shea	Iris	LDR	61	$ (346,989.00)
17148	Standard Pac	Hidden Hollow	MDR	81	$ (360,355.00)
17149	Standard Pac	Shady Lane	MDR	60	$ (266,008.00)
17150	Shea	Enchanted Forest	LDR	55	$ (333,575.00)
17266	Pardee	Candlewood	LDR	64	$ (411,161.00)
17357	KB	Evergreen	MDR	58	$ (237,350.00)
17390	Brookfield	Mulberry - Casita	MDR	126	$ (535,745.00)
17514	Centex	Citrus Commons	HDR	118	$ (299,838.00)
17515	Centex	Agave	MDR	104	$ (425,740.00)
17571	Western Nat.	Affordable Apartments	HDR	250	$ (690,500.00)
17574	Cal Atlantic	Amelia (stark)	MDR	110	$ (543,840.00)
17610	Centex	Canterburry Grove II	LDR	48	$ (291,120.00)
17611	KB	Cantana	MDR	21	$ (92,211.00)
17612	KB	Ariatta	MDR	42	$ (184,422.00)

17613	Lennar	Garden Glen II	LDR	51	$ (309,315.00)
17616	Shea	Tetherwind	MDR	162	$ (690,120.00)
17635	Woodside	Palisades	LDR	79	$ (546,990.00)
18479	Richmond	Harvest Lot 10 & 12	LDR	68	$ (453,324.00)
18693	KB	Lynbrook	MDR	114	$ (500,574.00)
18778	K. Hovnanian	Sonata	MDR	65	$ (285,415.00)
18890	William Lyon	Laurel Lane (Deboer)	MDR	70	$ (342,367.00)
19749	7 Eleven	Mill Creek - Gas Station	SF	-	$ (12,989.50)
	Boos Dev.	Mill Creek - Jiffy Lube	SF	-	$ (16,853.15)
	DL Pine	Mill Creek - Car Wash	SF	-	$ (21,231.40)
19935	Richmond	Harvest Lot 11 - Vineyard	LDR	73	$ (485,736.00)
		Harvest North Rec Ctr	SF	-	$ (4,155.25)
		Harvest South Rec Ctr	SF	-	$ (4,757.00)
19936	Woodside	Harvest Lot 4	LDR	56	$ (393,960.00)
19946	Lennar	Harvest Lot 1	MDR	30	$ (148,320.00)
19947	Richmond	Harvest Lot 2	MDR	42	$ (207,648.00)
19948	Lennar	Harvest Lot 3	MDR	27	$ (133,488.00)
19949	Lennar	Harvest Lot 5	MDR	82	$ (405,408.00)
19950	Richmond	Harvest Lot 6 - Heirloom	MDR	62	$ (306,528.00)
19951	Lennar	Harvest Lots 7 & 9	MDRD	93	$ (606,360.00)
19952	Lennar	Harvest Lot 8	MDRD	57	$ (371,640.00)
19953	Richmond	Harvest Lot 10 & 12	LDR	10	$ (65,952.00)
19980	LMC	Homecoming- Ph 4	HDR	454	$ (2,038,460.00)
20102	TriPointe	Lot 14/15 - Hazel	HDR20	133	$ (749,217.00)
20102.1	TriPointe	Lot 14/15 - Ivy	HDR20	113	$ (638,397.00)
		Lot 14/15 - Ivy II AG Buffer	HDR20	21	$ (119,889.00)
20165	Century	PA 5 Greenway	LDR	79	$ (529,932.00)
20166	KB Home	PA 4 Driftstone	LDR	69	$ (462,852.00)
20167	Lennar	Voyage PA1	LDR	60	$ (402,480.00)
20168	Richmond	Parklin PA2&3	LDR	68	$ (456,144.00)
20170	Richmond	PA-3 Liberty - Gardenside	MDRD	80	$ (536,640.00)
20171	TriPointe	PA-2/8/9 Bungalow - Delia	MDRA	123	$ (702,207.00)
20172	Pulte	PA-4 - Monarch	MDRD	76	$ (509,808.00)
20173	Beazer	PA-6/7 Zinnia	MDRA	143	$ (980,053.00)
20231	Lennar	Lot 11 - Morning Sun	HDR20	106	$ (605,154.00)
20232	William Lyon	Lot 11 - Verbena	HDR20	70	$ (399,630.00)
20248	Lennar	Voyage PA6&7	LDR	56	$ (375,648.00)
20249	Richmond	Parklin PA8&9	LDR	56	$ (375,648.00)
20270	Richmond	PA-5 Liberty - Gardenside	MDRD	36	$ (241,488.00)
20326	LMC	Homecoming- Ph 5	HDR20	184	$ (1,050,456.00)
20380	LMC	Independence	HDR20	208	$ (1,187,472.00)
		Independence Office	SF	-	$ (9,162.88)

		Independence Pool	SF	-	$ (1,765.30)
20446	TruMark	Block 3A 55x100	LDR	31	$ (289,602.00)
20446.1	Century	Block 3A 50x100	LDR	38	$ (354,996.00)
			Totals	**5,594**	**$ (29,331,909.27)**

EXHIBIT 4

DIF CREDIT ADDENDUM

ADDENDUM NO. 1
(Assignment of Credit)

- DIF Credit and Reimbursement Summary:

	Total Credit Amount	Credits and Reimbursements Applied	Balance
	$ 29,712,190.54	($29,331,909.27)	$380,281.27
	Balance	Credits Assigned	Balance Forward
Assigned DIF Credit	$		

Chino Preserve Development Corporation is hereby transferring DIF *Credit* in the amount of $_____ to:

- Assignee: _____

- Credit Transfer Amount: $_____
- Remaining Credit: $_____

"Any transfer or assignment of credits or reimbursement rights acknowledged in this Addendum shall be made in accordance with City procedures, on a form approved by and acknowledged by the City. All parties to this Addendum agree that City will have no obligation to recognize or honor an assignment or transfer that does not comply with the terms of this Addendum."

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2026-27.

RECOMMENDATION

Adopt Resolution No. 2026-033 to update the City's Road Maintenance and Rehabilitation Account (RMRA) project list and projected revenues for Fiscal Year 2026-27; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Upon approval of Resolution No. 2026-033, an estimated $2,671,340 in revenue will be added to the Road Maintenance and Rehabilitation Account (RMRA) (Fund 327) as reflected in the FY 2026-27 Proposed 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
- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3271000-51610
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On April 28, 2017, Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB1) was signed into law to provide funding for transportation infrastructure. This senate bill increased gas fuel tax and vehicle registration fees to establish the funds known as the Road Maintenance and Rehabilitation Account (RMRA) for pavement improvement projects. Every fiscal year, an allotment of RMRA/SB1 funding is distributed to eligible cities and counties pursuant to Streets and Highway Code (SHC) Section 2032(h). Prior to receiving an apportionment of RMRA/SB1 funds from the State Controller in a fiscal year, a city or county must submit a proposed list of projects to the California Transportation Commission (CTC). In addition, the list of projects must be approved by the City Council via a resolution and identified in the City's budget.

ISSUES/ANALYSIS

For Fiscal Year 2026-27, the City of Chino is projected to receive an estimated allotment of $2,671,340 of RMRA/SB1 funds. In compliance with reporting guidelines, staff has developed a list of projects, outlined in Resolution No. 2026-033, to allocate these funds.

Therefore, staff recommends that the City Council adopt Resolution 2026-033, approving the FY2026-27 project list to be funded with RMRA/SB1 allocations as outlined below and further detailed in the attached resolution:

Project No.	Project Title	Project Location	Project Description	Anticipated Project Schedule
ST263	Pavement Improvements FY27 Zone 2 (Edison & Chino Avenue)	Edison Avenue (from Cypress Avenue to Euclid Avenue); Chino Avenue (from 650' west of Mountain Avenue to 400' west of Cypress Avenue)	Pavement reconstruction of Edison Avenue; grind and overlay of Chino Avenue	January 2027 – April 2027

Attachments: Exhibit A - Resolution 2026-033

RESOLUTION NO. 2026-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING A PROJECT LIST FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Chino are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Chino must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Chino, will receive an estimated $2,671,340 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the Tenth year in which the City of Chino is receiving SB 1 funding and will enable the City of Chino to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Chino has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Chino used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Chino maintain and rehabilitate streets/roads infrastructure throughout the City of Chino this year and similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Chino's streets and roads are in an "At Lower Risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to the City of Chino.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF CHINO, STATE OF CALIFORNIA DOES HEREBY RESOLVE as follows:

The foregoing recitals are true and correct.

1. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project No.	Project Title	Project Location	Project Description	Estimated Useful Life	Anticipated Project Schedule
ST263	Pavement Improvements FY27 Zone 2 (Edison & Chino Avenue)	Edison Avenue (from Cypress Avenue to Euclid Avenue); Chino Avenue (from 650' west of Mountain Avenue to 400' west of Cypress Avenue)	Pavement reconstruction of Edison Avenue; grind and overlay of Chino Avenue	15 – 20 Years	January 2027 – April 2027

2. The City Manager or her designee is hereby authorized as Signature Authority to execute all documents necessary to implement and secure any and all funds that may become available to the City from SB 1.

3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF JUNE, 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 No. 2026-033 was duly adopted by the City Council at a regular meeting held on the 2nd day of June, 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Integrated Waste Management Services Rates Fiscal Year 2026-27.

RECOMMENDATION

Adopt Resolution No. 2026-037, establishing the integrated waste management service rates for Fiscal Year 2026-27, effective July 1, 2026, and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The proposed rates ensure full cost recovery for landfill disposal, green waste processing, collection services, utility billing, and the City's compliance with unfunded State-mandated recycling and diversion programs.

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
- Public Service Excellence through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure: 5507380-43650
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On December 16, 2025, the City Council approved an Amended and Restated Agreement with USA Waste of California, Inc. (DBA Waste Management) for the provision of integrated waste management services, including refuse and recycling.

The Agreement allows for annual rate adjustments based on the Consumer Price Index ("CPI") for Garbage and Trash Collection published by the United States Department of Labor, Bureau of Labor Statistics. These adjustments apply to landfill disposal and collection services. Organics processing charges are treated as a direct pass-through based on rates established by Waste Management's third-party processor. In accordance with Proposition 218, the City conducted a public hearing on June 6, 2023, and approved a five-year schedule of potential rate adjustments.

ISSUES/ANALYSIS

The reporting period for the CPI comparison is based on the 12-month average for the periods ending December 31, 2024 (January through December 2024) and December 31, 2025 (January through December 2025). The adjustment therefore reflects the change between the two annual 12-month average periods ending December through December. Pursuant to the franchise agreement, annual increases to the service-related portion of the rates are capped at a maximum of 5%. Any increase above the 5% cap is not carried forward or applied in future years. In addition, fees, charges, or surcharges paid to the City, including but not limited to Franchise Fees and administrative fees under Section 9 of the agreement, are excluded from the 5% cap and may be passed through directly to customers, as applicable.

For the applicable 12-month period, the CPI increased by 5.27%. Consistent with the terms of the franchise agreement, the service-related portion of the rates has therefore been adjusted by the maximum allowable increase of 5%. The 5% adjustment has been applied to applicable residential, commercial/industrial, compactor, and ancillary service rate components, as reflected in the updated rate schedule attached as Exhibit A.

Although the service-related increase is limited to 5%, the total residential rate adjustment also includes pass-through disposal and tipping fee costs based on actual disposal rates and estimated tonnage projections, consistent with the franchise agreement and the City's cost recovery methodology, as further described below.

Landfill & Organics Tipping Fee Increases

The following adjustments reflect updated landfill disposal and green waste/organics processing costs for Fiscal Year 2026-27:

- Commercial / Industrial Disposal (per ton):
  $55.83 to $58.40 (4.6% increase)
- Residential Disposal (per ton):
  $47.66 to $49.82 (4.5% increase)
- Green Waste / Organics Processing (per ton):
  $108.33 to $110.95 (2.4% increase)

These increases are based on updated rates established by Riverside County for landfill disposal and by Viramontes Express / South Valley Compost Facility for green waste and organics processing. The organic's processing fee is a direct pass-through cost to customers and reflects the actual rates charged by the processing facility.

Residential Service Rates

The following residential service rate adjustments are proposed effective July 1, 2026:

- Single-Family Rate (3-Cart, 96-Gallon)
  $38.82 to $41.15 (approximately 6.0% total increase)
- Senior Citizen Rate (3-Cart, 96- or 64-Gallon)
  $34.06 to $36.12 (approximately 6.1% total increase)
- Low Volume Generator Rate (3-Cart, 64-Gallon)
  $34.06 to $36.12 (approximately 6.1% total increase)

As noted above, the total residential rate adjustments reflect both the capped 5% service-related increase and the pass-through disposal and processing costs based on historical tonnage and projected disposal activity. Please refer to Exhibit B – Residential Rate Components.

The proposed fees remain within the rate limits established under Proposition 218 notice approved in 2023.

Cost Recovery and Compliance Mechanisms

The residential and commercial service rates also include various City cost recovery and regulatory compliance components necessary to support ongoing solid waste program administration and compliance with state mandates, including the following:

- Recycling Administration Fee – Supports the City's administrative and compliance obligations associated with state-mandated diversion and recycling programs, including AB 939, AB 341, AB 1826, and SB 1383.

- Franchise Fee – Provides General Fund support for franchise oversight and offsets public impacts associated with refuse collection activities, including roadway wear, regulatory administration, public safety, and legal compliance.

- Billing Fee – Offsets City costs associated with billing operations, customer service, account maintenance, and coordination with utility billing providers.

Together, these rate components enable the City to sustainably operate its integrated waste management, recycling, and organics programs while fulfilling applicable regulatory, financial, and operational obligations.

Therefore, staff recommends that the City Council adopt Resolution No. 2026-037 establishing integrated waste management service fees for Fiscal Year 2026-27, effective July 1, 2026, and authorize the City Manager to execute all necessary documents on behalf of the City. The proposed fees are designed to fully recover contractual costs associated with refuse, recycling, and organics collection services in accordance with the franchise agreement.

Attachments: Resolution 2026-037
Exhibit A - Schedule of Rates
Exhibit B – Residential Rate Components

RESOLUTION NO. 2026-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, CONFIRMING THE ANNUAL ADJUSTMENT TO THE INTEGRATED WASTE MANAGEMENT SERVICE RATES EFFECTIVE JULY 1, 2026

WHEREAS, the City of Chino ("City") entered into an amended and restated franchise agreement with USA Waste of California, Inc., dba Waste Management ("Franchisee"), for the provision of integrated waste management services, including the collection and disposal of refuse, recyclables, and organic waste, effective January 1, 2026; and

WHEREAS, the franchise agreement allows for annual adjustments to the service components of the rates based on changes in the Water, Sewer, Trash (WST) Index; and

WHEREAS, for the 12-month period from December 2024 through December 2025, the WST Index increased by 5.27%; and

WHEREAS, in accordance with the franchise agreement, a 5% adjustment, the maximum allowed under the contract, has been applied to the service components of the rates for commercial/industrial, compactor, residential, and ancillary services, as detailed in the updated rate schedule (Exhibit A); and

WHEREAS, the disposal components of the integrated waste management rates, specifically landfill tipping fees and green/organic waste processing fees, are based on actual historical tonnage and vendor rates, and are passed through to customers to ensure full cost recovery; the landfill tipping fees are set by Riverside County, and the green/organic waste processing rates are established by the designated processor under contract with the Franchisee; and

WHEREAS, the City has complied with the procedural requirements of Proposition 218, including the provision of mailed notice to affected ratepayers and the opportunity for public comment during a duly noticed public hearing held on June 6, 2023, regarding the proposed rate adjustments; and

WHEREAS, the adjusted rates are necessary to ensure full cost recovery for landfill disposal, green waste processing, utility billing, and compliance with State-mandated recycling and diversion programs, thereby maintaining the fiscal sustainability of the City's integrated waste management system.

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

1. Confirmation of Rate Adjustment. The City Council hereby confirms and approves a 5% increase to the service components of the integrated waste management service rates, effective July 1, 2026, as outlined in the updated rate schedule attached hereto as Exhibit A.

2. Franchise Agreement Compliance. The rate adjustment is consistent with the terms of the franchise agreement between the City and the Franchisee, specifically the provision allowing for annual adjustments based on the WST Index, with a 5% cap.
3. Proposition 218 Compliance. The City Council finds that all procedural requirements of Proposition 218 have been satisfied, including the provision of notice and an opportunity for public input.
4. Effective Date. The fees shall take effect on July 1, 2026.

APPROVED AND ADOPTED THIS 2nd DAY OF JUNE 2026.

EUNICE ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) ss.
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 2ND day of June 2026, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Attachment: Exhibit A – Schedule of Rate Integrated Watse Management Services

Fiscal Year 2026-27 Integrated Waste Management Services
Residential, Commercial & Roll-Off Services
(Effective July 1, 2026)

Landfill & Organics Tipping Fee (Pass-Through)	Current	FY 2026-27	Increase
Riverside County Disposal Fee Commercial / Industrial (per ton)	$ 55.83	$ 58.40	4.6%
Riverside County Disposal Fee Residential (per ton)	$ 47.66	$ 49.82	4.5%
Green Waste Processing Fee (per ton)	$ 108.33	$ 110.95	2.6%
Residential Service Offerings	**Current**	**FY 2026-27**	**Increase**
Single Family Rate (3-Cart / 96-Gallon)	$ 38.82	$ 41.15	6.0%
Senior Citizen Rate (3-Cart / 96 or 64-Gallon)	$ 34.06	$ 36.12	6.0%
Low Volume Generator Rate (3-Cart / 64-Gallon)	$ 34.06	$ 36.12	6.0%
Residential Service Ancillary Fees	**Current**	**FY 2026-27**	**Increase**
Additional Refuse Container	$ 8.49	$ 8.91	5.0%
Additional Green Waste Container	$ 3.31	$ 3.48	5.0%
Additional Recycling Container	$ 4.64	$ 4.87	5.0%
First Time Delivery of Carts	$ 15.31	$ 16.08	5.0%
Exchange of Carts	$ 25.47	$ 26.74	5.0%
Burned Carts	$ 126.58	$ 132.91	5.0%
Re-instatement Delivery	$ 32.89	$ 34.53	5.0%
Temporary Bin Service (3-yard, 1-week)	$ 165.82	$ 174.11	5.0%
Extra Temporary Bin Pickup	$ 39.16	$ 41.12	5.0%
Bulky Item Pick-Up First Item	$ 42.47	$ 44.59	5.0%
Each Additional Item	$ 25.48	$ 26.75	5.0%
E-Waste Pick-Up	$ 33.97	$ 35.67	5.0%
Residential Set-Up Fee	$ 19.93	$ 20.93	5.0%
Scout Collection	1.5x the Residential Rate		
Contamination Fee	$ 17.04	$ 17.89	5.0%
Overage Fee	$ 28.39	$ 29.81	5.0%
Commercial Service Ancillary Fees	**Current**	**FY 2026-27**	**Increase**
Temp Bin 3-Yard, serviced 1x	$ 134.50	$ 141.23	5.0%
Temp Bin Extra Pickup	$ 39.16	$ 41.12	5.0%
Temp Bin Extra Week	$ 39.16	$ 41.12	5.0%
Haul and Call	$ 37.79	$ 39.68	5.0%
Commercial Bulky Item Pickup	$ 39.71	$ 41.70	5.0%
Commercial Valet	$ 67.96	$ 71.36	5.0%
First Time Delivery of Bins (per bin)	$ 19.65	$ 20.63	5.0%
Bin Exchange (per bin)	$ 67.96	$ 71.36	5.0%
Lost or Stolen Bin	$ 911.32	$ 956.89	5.0%
Burned Bin	$ 509.81	$ 535.30	5.0%
Bin Repair	Actual Cost		
Replacement Lock	$ 45.46	$ 47.73	5.0%
Replacement Key	$ 8.72	$ 9.16	5.0%
Overage Fee	$ 96.28	$ 101.09	5.0%
Reinstatement Delivery Fee	$ 150.90	$ 158.45	5.0%
Commercial Set-Up Fee	$ 31.01	$ 32.56	5.0%
Commercial Cart Service	$ 49.34	$ 51.81	5.0%

Contamination Fee	$ 56.18	$ 58.99	5.0%

Commercial Service Ancillary Fees Continued	**Current**	**FY 2026-27**	**Increase**
Extra Trip Charge	$ 106.88	$ 112.22	5.0%
Manual Locking Lids			
Serviced 1x per week	$ 15.23	$ 15.99	5.0%
Serviced 2x per week	$ 25.08	$ 26.33	5.0%
Serviced 3x per week	$ 34.92	$ 36.67	5.0%
Serviced 4x per week	$ 44.82	$ 47.06	5.0%
Serviced 5x per week	$ 54.65	$ 57.38	5.0%
Serviced 6x per week	$ 58.67	$ 61.60	5.0%
Bin Push Charges Monthly, per Container			
(Fees apply based on service frequency, up to 6x per week)			
26-50 feet	$ 12.77	$ 13.41	5.0%
51-75 feet	$ 16.43	$ 17.25	5.0%
76-100 feet	$ 18.22	$ 19.13	5.0%
101-125 feet	$ 20.05	$ 21.05	5.0%
126-150 feet	$ 21.87	$ 22.96	5.0%
151-175 feet	$ 23.72	$ 24.91	5.0%
176-200 feet	$ 25.50	$ 26.78	5.0%
over 200 feet	$ 27.31	$ 28.68	5.0%

Commercial Organics Service (64-Gallon Cart)	**Current**	**FY 2026-27**	**Increase**
Serviced 1x per week	$ 75.40	$ 79.17	5.0%
Serviced 2x per week	$ 150.81	$ 158.35	5.0%
Serviced 3x per week	$ 226.20	$ 237.51	5.0%
Serviced 4x per week	$ 301.64	$ 316.72	5.0%
Serviced 5x per week	$ 377.01	$ 395.86	5.0%
Serviced 6x per week	$ 452.43	$ 475.05	5.0%
Organics Extra Pickup (per cart)	$ 115.53	$ 121.31	5.0%

Roll-Off Service	**Current**	**FY 2026-27**	**Increase**
Roll-Off Delivery Fee	$ 109.82	$ 115.31	5.0%
Roll-Off Rental	$ 203.15	$ 213.31	5.0%
Roll-Off Pick-Up	$ 114.31	$ 120.03	5.0%
Disposal (5.3 tons x Disposal fee per ton)	$ 295.90	$ 309.52	4.6%
Overage Charge (per ton)	$ 55.83	$ 58.40	4.6%
Recycling Admin Fee (13.67% per ton)	$ 7.63	$ 7.98	4.6%
Extra Trip Charge (per bin)	$ 109.94	$ 115.44	5.0%
Roll-Off Set-Up Fee	$ 31.01	$ 32.56	5.0%
Roll-Off Inactivity /Minimum Pull Fee	$ 197.20	$ 207.06	5.0%
Roll-Off Relocation Fee	$ 106.26	$ 111.57	5.0%

Compactor Service	**Current**	**FY 2026-27**	**Increase**
Compactor Pickup	$ 340.94	$ 357.99	5.0%
Disposal (7.5 tons x Disposal fee per ton)	$ 418.73	$ 438.00	4.6%
Recycling Admin Fee (13.67% on 7.5 tons)	$ 57.24	$ 59.87	4.6%

[Commercial, Roll-Off & Compactor Fee Tables Attached]

Residential Rate Components

Residential Calculation	Current	Proposed	
Residential Landfill	27,222	27,766	tons
Green Waste / Organics	11,579	12,192	tons
Landfill Tipping Fee	$ 47.66	$ 49.82	cost per ton
Organics Tipping Fee	$ 108.33	$ 110.95	cost per ton
Residential Service	22,497	22,916	accounts

Est. Annual Landfill Costs	$ 1,383,324.04
12 months	12
accounts	22,916
Landfill Component	***$ 5.03***

Est. Annual Organics	$ 1,352,709.06
12 months	12
accounts	22,916
Organics Component	***$ 4.92***

Fiscal Year 2026-27 (New Rate Structure)	**3-Cart**	**Senior**
1. Landfill	$ 5.03	$ 3.27
2. Organics	$ 4.92	$ 4.92
3. WM Service Fee	$ 21.80	$ 19.70
4. Franchise Fee 12.5%	$ 4.52	$ 3.35
5. Billing Fee	$ 2.63	$ 2.63
6. Recycling Admin Fee	$ 2.26	$ 2.26
Proposed Rate	**$ 41.15**	**$ 36.12**
Current Rate	**$ 38.82**	**$ 34.06**
Max per Proposition 218	***$ 41.15***	***$ 36.12***

Franchise Fee 12.5% = Gross Billings ÷.875 - Gross Billings
Due to 5% cap, it was noted that staff would re-evaluate fee in FY 2027; Staff was able to correct the fee calculation for the SF 3-Cart only.

Recycling Administration Fee $ 949,305 FY 2027 Budget est.
A flat fee or percentage-based charge applied to each customer account.
This fee is intended to recover the City's costs for administering, monitoring, and enforcing compliance with state-mandated waste diversion and recycling programs, including AB 939, AB 341, AB 1826, and SB 1383. Bin/Roll-Off/Compactor Services 13.67% of the Disposal.

Billing Fee $ 724,000.00 FY 2027 Budget est.
A flat fee or percentage-based charge applied to each customer account.
Fee offsets the administrative burden of managing billing operations, including:
Generating and mailing bills
Handling payments
Customer service calls
Account changes or disputes

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Notice of Completion for the CDBG Alley Improvements FY2023-24 Project (SN240) with CJ Concrete Construction, Inc.

RECOMMENDATION

1) Accept the CDBG Alley Improvements FY2023-24 Project (SN240) with CJ Concrete Construction, Inc., Contract No. 2026-194 as complete; 2) authorize the Director of Public Works to file the Notice of Completion on behalf of the City of Chino; and 3) authorize the release of retention funds following the 30-day period.

FISCAL IMPACT

This contract was completed within the City Council approved budget for SN240. All unused contract funds will be returned to the CDBG (550) fund balance.

The following is a summary of the final contract costs.

SN240 – CDBG Alley Improvements	Contract	Contingency
Original Contract & Contingency	**$407,955**	**$40,795.50**
Contract Change Order No. 1	$39,805	($39,805)
Final Contract Amount & Unused Contingency:	**$447,760**	**$990.50**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3508030 – 48009 – SN240 3207100 – 48009 – SN240

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

BACKGROUND

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, and public services. Annually, the City Council approves a one-year action plan to program the use of CDBG funding.

On May 2, 2023, City Council approved the establishment of the CDBG Alley Improvements FY2023-24 Project (SN240), and the use of CDBG funding in the amount of $219,256 for the Project through the FY2023-24 One-Year Action Plan.

On April 1, 2025, City Council approved an amendment to transfer $298,868.65 CDBG funds from the Community Garden Pumpkin Patch Project (PF253) to Project SN240 for a new total project budget of $518,124.65. These additional funds allowed for an update to the project scope to expand the pavement rehabilitation limits easterly to Monte Vista Avenue.

On October 21, 2025, City Council approved an amendment to the City's annual CDBG action plan and approved a budget transfer of $31,500 from the Economic Development Façade Improvements Project (G6231) to project SN240 for a new project budget of $549,624.65.

On December 2, 2025, the City Council awarded Construction Contract No. 2026-194 for $407,955 to CJ Concrete Construction, Inc. for the construction of Project SN240 and approved a contingency amount of $40,795.50. Project SN240 scope of work included construction of concrete ribbon gutters, concrete alley entrances, curb and gutter, sidewalk, and pavement rehabilitation of the existing east-west alley south of D Street from Monte Vista Avenue to 5th Street.

ISSUES/ANALYSIS

All work has been completed per the terms of the original construction contract and approved change order. Change Order No. 1 included the final balancing change order addressing changes in quantities to reflect actual work performed.

CJ Concrete Construction, Inc. has complied with the terms of the contract which included reconstruction of alley approaches to meet Americans with Disabilities Act (ADA) standards. A Notice of Completion has been prepared for filing with the San Bernardino County Recorder's Office. The retention funds will be released 30 days after recording.

Attachments: Exhibit A – Project Vicinity Map (SN240)
Exhibit B – Notice of Completion (CJ Concrete Construction, Inc.)



Vicinity Map

CDBG Alley Improvements FY2023-24



RECORDING REQUESTED BY
City of Chino
Public Works Department
P.O. Box 667
Chino, CA 91708

AND WHEN RECORDED MAIL TO
City Clerk
City of Chino
P.O. Box 667
Chino, CA 91708-0667

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN# NONE

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Chino
3. The full address of the undersigned is 13220 Central Avenue, Chino, CA 91710
4. The nature of the title of the undersigned is: In fee N/A
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
N/A	N/A

(If no transfer made, insert "none")

7. A work of improvement on the property hereinafter described was completed on **June 2, 2026**
8. The name of the contractor, if any, for such work of improvement was:
   CJ Concrete Construction, Inc.
   (If no contractor for work of improvement as a whole, insert "none")
9. The property on which said work of improvement was completed is in the City of Chino, County of San Bernardino, State of California, and is described as follows:
   CDBG Alley Improvements FY2023-24 Project (SN240); E-W Alley between Monte Vista Ave and 5th St
10. The street address of said property is **None**
    (If no street address has been officially assigned, insert "none")

SIGNATURE OF OWNER NAMED IN PARAGRAPH 2: **DATE:** June 2, 2026
Hye Jin Lee, Public Works Director

CERTIFICATION FOR NOTICE OF COMPLETION

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

I HEREBY CERTIFY that I am the City Engineer/ Deputy Director of Public Works for the City of Chino. I have read the foregoing Notice of Completion and know the contents thereof; and I certify that the same is true of my own knowledge.

I declare under penalty of perjury, that the foregoing is true and correct. Executed on June 2, 2026, at City of Chino, California

Albert Espinoza,
City Engineer, Deputy Director of Public Works

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Public Improvement Agreement associated with Potter's Wheel Assembly for Site Approval PL23-0006, located at 5135 Walnut Avenue.

RECOMMENDATION

1) Approve a Public Improvement Agreement with Chinaka Domwachukwu and Nkechi Domwachukwu associated with Potter's Wheel Assembly, for Site Approval PL23-0006 located at 5135 Walnut Avenue; and 2) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City. All costs associated with the required public improvements will be borne by the Developer.

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

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

BACKGROUND

On July 19, 2023, the Chino Planning Commission approved PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval) for the renovation and construction of an 833-square-foot addition to an existing structure, construction of a new parking lot at the rear of the site, and establishment of a small place of worship with a seating capacity of up to 50 adults within the RD4.5 (Residential, 4.5 dwelling units per acre) zoning district. The project site is located at 5135 Walnut Avenue (Exhibit A).

The Engineering Conditions of Approval (COA) require the construction of minor public improvements along the project frontage, including curb, gutter, sidewalk, and irrigation meter improvements. To ensure completion of these improvements, the property owner is required to enter into a Public Improvement Agreement (PIA) and provide the necessary improvement securities.

Final engineering has been completed, and the property owner is ready to begin construction of the required public improvements. The required bonds have been submitted in accordance with City requirements, and all costs associated with the improvements shall be borne solely by the property owner.

ISSUES/ANALYSIS

The requirements made at the time of project approval have been met by the execution of the PIA for Site Approval PL23-0006 and by posting the necessary securities to guarantee the construction of public improvements conditioned for this project. The City Attorney reviewed and approved the PIA, which is attached as Exhibit B.

Attachments - Exhibit A – Vicinity Map
Exhibit B – Public Improvement Agreement

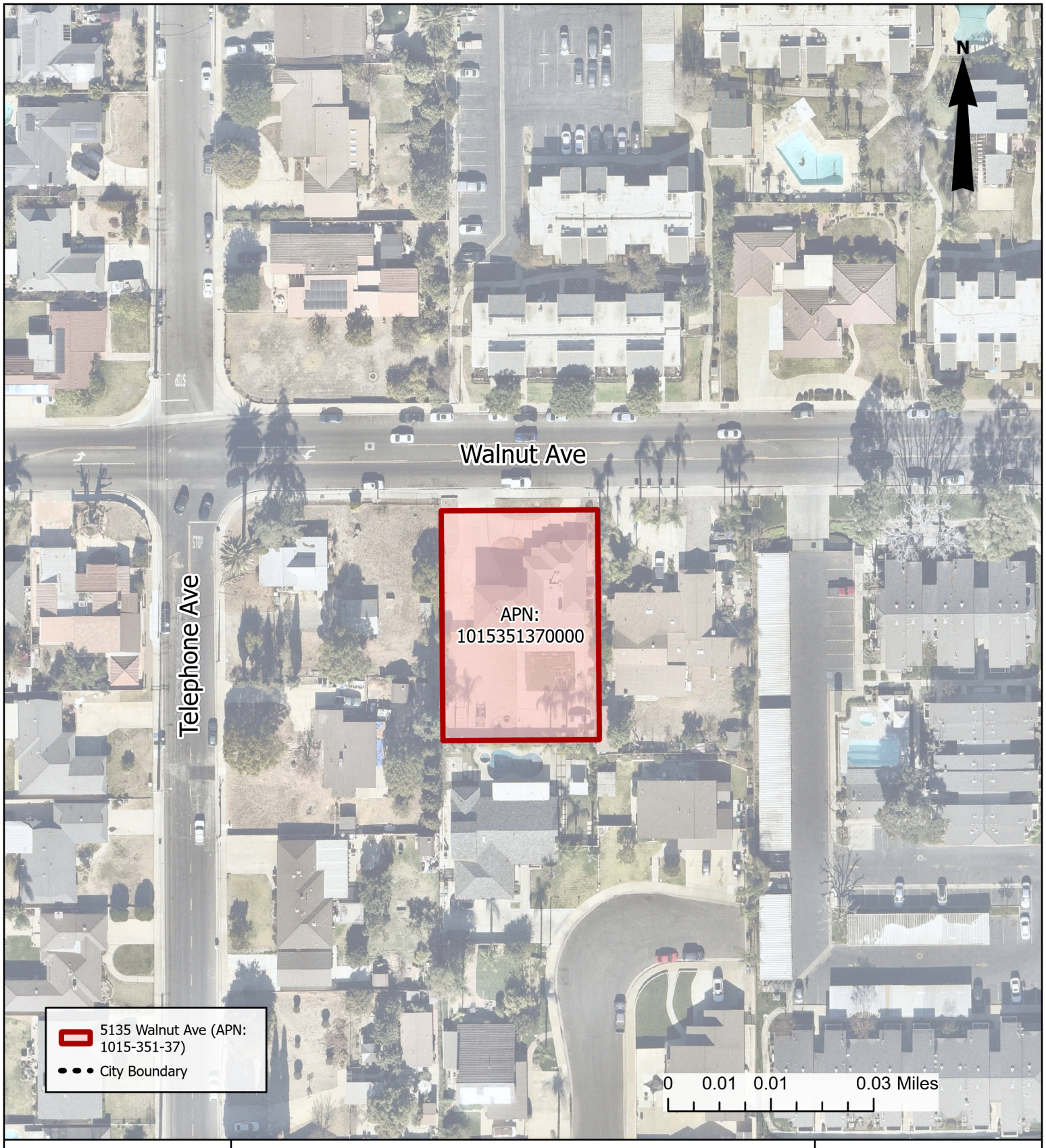


Exhibit A - Vicinity Map

PL23-0005 (SCUP) and PL23-0006 (AA)
APN: 1015-351-37



PUBLIC IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

THE POTTER'S WHEEL ASSEMBLY

PUBLIC IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

THE POTTER'S WHEEL ASSEMBLY

Agreement Date: June 2, 2026

Developer: The Potter's Wheel Assembly

Project Description: The proposed project consists of the renovation and construction of an 833 square-foot addition to an existing structure, construction of a new rear parking lot, and establishment of a small place of worship with seating capacity for up to 50 adults within the RD4.5 (Residential, 4.5 units/acre) zoning district located at 5135 Walnut Avenue within Assessor's Parcel Number (APN) 1015-351-37.

Tentative Map No. N/A

Estimated Total Cost of Improvements: $17,400.00

Security:

Bond No.: _____

Surety:

Designees for the Service of Written Notice:

CITY:	DEVELOPER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	The Potter's Wheel Assembly Chinaka DomNwachukwu Nkechi DomNwachukwu 4130 Webster Ranch Road Corona CA 92881 (909) 740-4672 Odommiri1@yahoo.com
CITY PROJECT INSPECTOR	**SURETY**
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 2nd day of June, 2026, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Chinaka DomNwachukwu and Nkechi DomNwachukwu, husband and wife as Joint Tenants, for The Potter's Wheel Assembly, a Religious Corporation ("DEVELOPER").

RECITALS

A. Developer is the owner of certain real property located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A", which Developer proposes to develop and construct certain works of improvement thereon, as hereafter set forth.

B. Developer has applied for and received conditional approval from the City to construct an 833 square foot addition to an existing structure, a new rear parking lot at 5135 Walnut Avenue (the "Project").

C. The City desires to assure that said improvements proposed for the Project will be constructed in a good workmanlike manner and in accordance with all applicable laws, statues, ordinances, resolutions and regulations now in force and effect in the City of Chino and the State of California, all of which are incorporated herein.

D. The Developer acknowledges familiarity with the various requirements for public improvements contained in the Chino Municipal Code and agrees to comply therewith.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's site plan or other entitlements for the Property and permitting development of the Property to proceed, Developer agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Developer agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described as Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $17,400.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Developer shall satisfy all of the other Conditions associated with the

Project and the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

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

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

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

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

1.6. Defective Work. Developer shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

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

1.8. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all

questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Developer and its contractor.

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

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

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

1.11. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Developer shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Developer shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Developer shall also give all necessary notices and pay all fees and taxes as required by law.

Developer shall construct the improvements in accordance with the City standards in effect at the time of the adoption of this Agreement. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

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

1.13. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent

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

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

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

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

1.15. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

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

1.17. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Developer shall replace or repair all Works of Improvements, public property, public utility facilities, and

surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Developer, prior to the recordation of the Notice of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Developer shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Developer has established good cause for an extension. As a condition of such extension, the City Engineer may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Developer requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Developer's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Developer acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Developer shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Developer by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Developer's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood,

earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Developer or its contractor detailing the grounds for Developer's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

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

3. Labor.

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

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

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

3.4. Worker's Compensation. Developer shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such

contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Developer executes this Agreement, Developer shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $17,400.00 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 $8,700.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

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

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Developer shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $1,700.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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

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

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

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

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Developer's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Developer to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Developer's Liability. While no action of Developer shall be required in order for City to realize on its security under any Security Instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall

be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

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

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

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

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

(i) Developer has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Developer has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved,

Developer has provided a statutory bond, or otherwise as required by applicable law.

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

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

5. Cost of Construction and Provision of Inspection Service.

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

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

5.3. Payment of Development Impact Fees. Developer shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 and Chapter 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the approvals for the Project, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement.

7. Warranty of Work. Developer shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Developer, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Developer fail to remedy defective

material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Developer. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

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

(a) Developer's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Developer's failure to timely complete construction of the Works of Improvement;

(c) Developer's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Developer's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Developer fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

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

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

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

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Project, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by

Developer submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Developer shall not be responsible for routine maintenance. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Developer shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

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

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

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

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

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

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

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Developer by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Developer shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

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

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Developer under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Developer's insurance company as evidence of the coverage required herein and shall be mailed to:

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

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Developer shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Developer nor any other person with Developer's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as

hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Developer shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

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

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Developer's right, title, and interest in and to the Property and any portion thereof. Developer hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Developer in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Developer to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Developer's responsibilities with regard to this Agreement, (the "Replacement Developer"), the rights and obligations of this Agreement shall transfer to the Replacement Developer; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Developer as a condition of the City's approval of this Agreement, shall remain Developer's responsibility to maintain until such time as Developer and its Replacement Developer enter

into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

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

13.3. No Vesting Rights. Performance by the Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

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

13.5. Time of the Essence. Time is of the essence of Developer's performance of all of its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

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

THE POTTER'S WHEEL ASSEMBLY

By:_____
Its: Authorized Agent
Chinaka S. DomNwachukwu

By: _____
Its: Authorized Agent
Nkechi DomNwachukwu

CITY OF CHINO

_____
Linda Reich, City Manager

Dated: _____

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
_____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
_____

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01225.0006/367559.3

EXHIBIT “A”

LOCATION MAP

[attached]

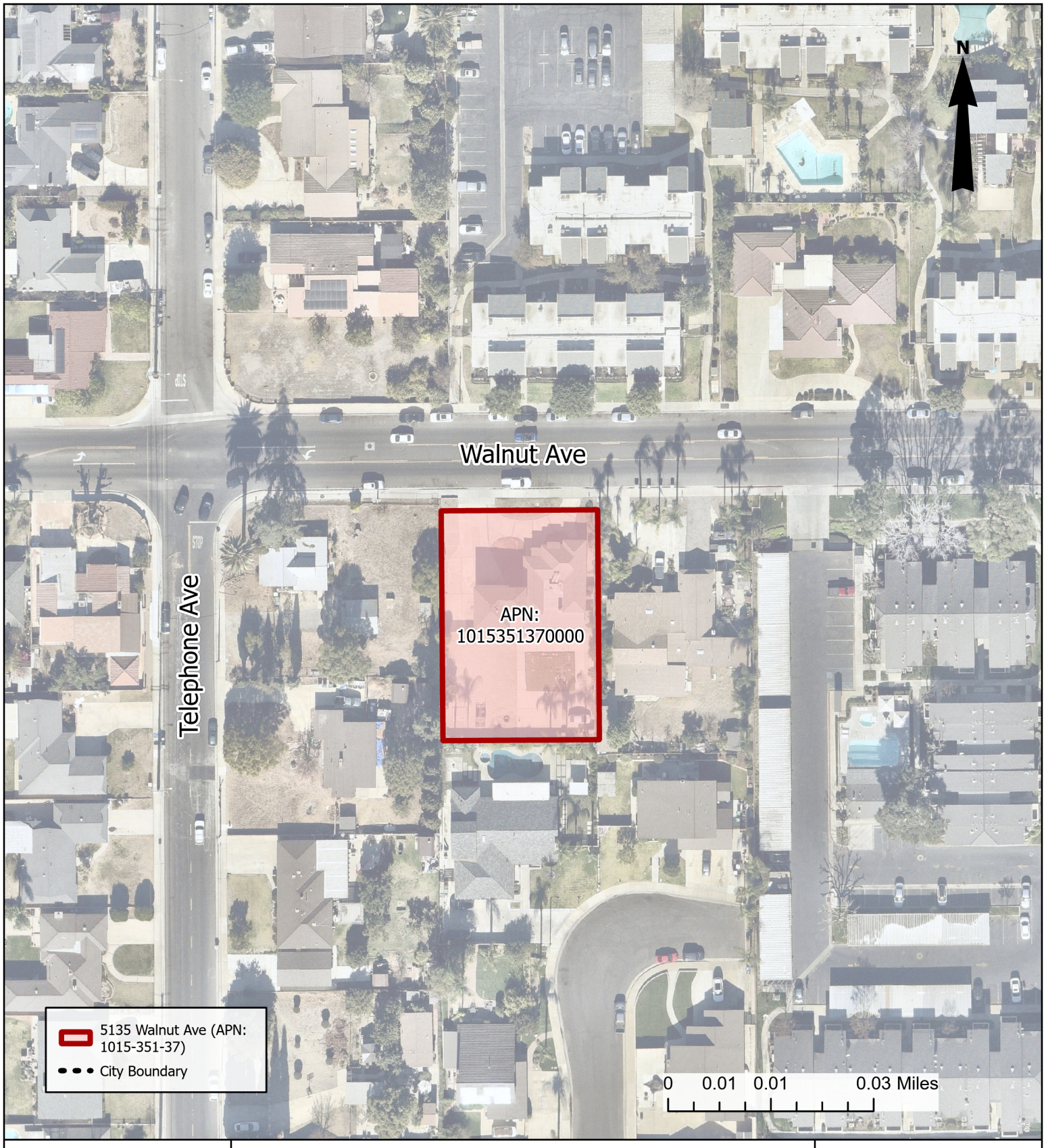


Exhibit A - Vicinity Map

PL23-0005 (SCUP) and PL23-0006 (AA)
APN: 1015-351-37



EXHIBIT "B"

WORKS OF IMPROVEMENT

5135 Walnut Avenue

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).

The Developer shall also perform all work and furnish all materials necessary, in the opinion of the Director of Public Works or her designee and on her order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

CITY OF CHINO ENGINEERING
APPROVED
BY: Jorge Alvarado DATE: 4/9/2026
PROJECT #: PL23-0006LD.ECE01

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 880.00	$ -
2.22	CY	Concrete Removal	$ 358.00	$ 794.76
	CY	AC Pavement Removal	$ 110.00	$ -
	CY	Imported Common Fill (Incl. Compaction)	$ 37.00	$ -
332	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.10	$ 365.20
	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 29.00	$ -
18	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 26.00	$ 468.00
	LF	PCC Curb Only	$ 22.00	$ -
	LF	8" A.C. Berm	$ 22.00	$ -
	SF	8" PCC Cross Gutter on 6" AB	$ 18.00	$ -
90	SF	4" PCC Sidewalk	$ 6.40	$ 576.00
332	SF	6" PCC Thick Drive Approach on 6" AB	$ 13.75	$ 4,565.00
	SF	8" PCC Thick Drive Approach on 6" AB	$ 16.50	$ -
	LF	2" x 6" Redwood Header	$ 8.25	$ -
	EA	Street Sign and Post	$ 523.00	$ -
	EA	Traffic Sign and Post	$ 440.00	$ -
	EA	Reflector Sign and Post	$ 193.00	$ -
	EA	Painted Legend	$ 7.00	$ -
	SF	Prime or Tack Coat	$ 0.09	$ -
3.55	TON	AC Variable - <300T	$ 143.00	$ 507.65
	TON	AC Variable - >300T	$ 132.00	$ -
	TON	CAB Variable - <300T	$ 110.00	$ -
	TON	CAB Variable - >300T	$ 99.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Adjust Sewer Manhole to Grade	$ 1,045.00	$ -
	EA	Adjust Sewer Cleanout to Grade	$ 550.00	$ -
	EA	Adjust Water Valve and Can to Grade	$ 578.00	$ -
	EA	Street Light (City Owner)	$ 8,470.00	$ -
	EA	Electrical Pedestal	$ 7,150.00	$ -
	EA	Lot Monument Setting Fee	$ 605.00	$ -
	LF	Sawcut A.C.	$ 3.30	$ -
50	LF	Sawcut Concrete	$ 3.30	$ 165.00
	SF	Cold Plane A.C. 2" Thick	$ 0.31	$ -
	LF	Signing & Striping for		
		Arterial	$ 21.00	$ -
		Collector	$ 14.00	$ -
		Local	$ 8.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 385,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 82,500.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 28.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 39.00	$ -
	EA	Utility Poles		
		Transmission	$ 12,650.00	$ -
		Distribution	$ 8,800.00	$ -
		Service	$ 3,300.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 17.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 330.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 550,000.00	$ -
	SF	Track Crossing (Concrete)	$ 193.00	$ -
	SF	Approach	$ 4.40	$ -
	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,400.00	$ -
	EA	Traffic Signal Loops	$ 660.00	$ -
1	LS	Curb Drain	$ 1,000.00	$ 1,000.00

STREETS				
		STREET SUBTOTAL		$ 8,441.61
	LS	Mobilzation (5% of Construction Cost)	5%	$ 422.08
	LS	Traffic Control (5% of Construction Cost)	5%	$ 422.08
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 422.08
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 422.08
		GRAND TOTAL STREETS ONLY		**$ 10,129.93**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 17.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 99.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 88.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 110.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 149.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 193.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 165.00	$ -
	EA	6" Gate Valve	$ 2,200.00	$ -
	EA	8" Gate Valve	$ 2,860.00	$ -
	EA	12" Gate Valve	$ 4,950.00	$ -
	EA	18" Gate Valve	$ 8,250.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 8,250.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 9,460.00	$ -
	EA	2" Air Relief Assembly	$ 4,950.00	$ -
	EA	1" Water Service/Meter	$ 3,850.00	$ -
	EA	2" Water Service/Meter	$ 4,950.00	$ -

WATER				
		WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL WATER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 17.00	$ -
	CY	Pipe Bedding (Imported)	$ 99.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 88.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 110.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 149.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 193.00	$ -
	EA	6" Gate Valve	$ 2,200.00	$ -
	EA	8" Gate Valve	$ 2,860.00	$ -
	EA	12" Gate Valve	$ 4,950.00	$ -
	EA	18" Gate Valve	$ 8,250.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 8,250.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 9,460.00	$ -
	EA	2" Air Relief Assembly	$ 4,950.00	$ -
1	EA	1" Water Service/Meter	$ 3,850.00	$ 3,850.00
	EA	2" Water Service/Meter	$ 4,950.00	$ -
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 3,850.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 192.50
	LS	Traffic Control (5% of Construction Cost)	5%	$ 192.50
		GRAND TOTAL RECYCLED WATER ONLY		**$ 4,235.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

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

SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

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

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 616.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 688.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 759.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 842.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 913.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,012.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,183.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 770.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 902.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 957.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,210.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,210.00	$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 748.00	$ -

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 10,129.93
		GRAND TOTAL WATER ONLY		$ -
		GRAND TOTAL RECYCLED WATER ONLY		$ 4,235.00
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ -
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 14,364.93

PROJECT ADDITIVES		*Project Contingencies*	10%	*$ 1,436.49*
		Construction Staking	3%	*$ 430.95*
		Soils Testing	1%	*$ 143.65*
		Material Testing	1%	*$ 143.65*
		Construction Inspection	4.8%	*$ 689.52*
		Contract Administration	1%	*$ 143.65*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$ 17,352.84*

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PL23-0006 POTTER'S WHEEL ASSEMBLY

LOCATION : 5135 WALNUT AVE CHINO, CA 91710

By: Pacific Geotech, Inc.

DATE: 3/24/2026

Quantity	Unit	Item	Unit Price	Total Cost Per Item

BY ENGINEER

Prepared By: Jirayus Pukkanasut

R.C.E. Number: 73728

Expiration: 6/30/2027



Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	$	17,400.00
Labor & Material Bond (50% of Construction Cost)	$	8,700.00
Warranty Bond (10% of Construction Cost)	$	1,700.00

EUNICE M. ULLOA
Mayor

KAREN C. COMSTOCK
Mayor Pro Tem

CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

NOTICE OF APPLICATION APPROVAL

DATE: July 26, 2023

TO: Potter's Wheel Assembly
Young Park
info@ypdcdb.com

PROJECT NO.: PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval)

REQUEST: A request to renovate and construct an 833 square foot addition to an existing structure and new parking lot at the rear of the site, and a request to establish a small place of worship with a seating capacity of up to 50 adults located within the RD4.5 (Residential, 4.5 units/acre) zoning district.

LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)

On July 19, 2023, the Chino Planning Commission approved your application, described above. Enclosed is a copy of the conditions of approval imposed on the project.

Project approval will expire on July 19, 2024, if building permits are not obtained and/or the approved use has not commenced. The expiration date may be extended upon written request by the applicant on a City application form. The request must be received by the Development Services Department at least 90 days prior to expiration of the application.

In order to obtain building permits for your project, you are required to submit construction drawings for plan check to the Building Division. Please contact the Building Division at (909) 334-3251 for further information on the plan check submittal requirements, fees, etc. **Construction drawings will not be accepted into plan check unless conditions of approval and all relevant plans are included in the set.** Should you have any questions regarding this matter, or require additional information or clarification, please feel free to contact me at (909) 334-3333.

Respectfully,

Maria Staar, Senior Planner
xc: Development Services Department File

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

RESOLUTION NO. PC2023-025

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO, CALIFORNIA, APPROVING PL23-0005 (SPECIAL CONDITIONAL USE PERMIT) AND PL23-0006 (ADMINISTRATIVE APPROVAL) TO RENOVATE AND CONSTRUCT AN 833 SQUARE FOOT ADDITION TO AN EXISTING STRUCTURE AND NEW PARKING LOT AT THE REAR OF THE SITE, AND A REQUEST TO ESTABLISH A SMALL PLACE OF WORSHIP WITH A SEATING CAPACITY OF UP TO 50 ADULTS LOCATED WITHIN THE RD4.5 (RESIDENTIAL, 4.5 UNITS/ACRE) ZONING DISTRICT AT 5135 WALNUT AVENUE (APN: 1015-351-37).

WHEREAS, Potter's Wheel Assembly (the "Applicant"), has filed an application with the City for approval of PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval) to renovate and construct an 833 square foot addition to an existing structure and a new parking lot at the rear of the site, and a request to establish a small place of worship with a seating capacity of up to 50 adults located within the RD4.5 (Residential, 4.5 units/acre) zoning district at 5135 Walnut Avenue (APN: 1015-351-37) (the "Project"); and

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

WHEREAS, on July 19, 2023, the Planning Commission held a duly noticed public hearing for the Project in compliance with law, entertained the written and oral report of staff, and took public testimony on the Project.

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

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

B. Based on substantial evidence, both written and oral, from the public hearing, the Planning Commission makes the following findings and takes the following actions:

1. *PL21-0005 (Special Conditional Use Permit)*

    a. The proposed use is consistent with the goals and policies of the City's adopted General Plan and/or applicable specific plan(s), as the proposed use is for a small place of worship is in accordance with the Community Character Element of the General Plan, Goal CC-2, that encourages projects that create community identity and supports Chino's small-town character. Establishing a place of worship within a residential community contributes to building community in an existing neighborhood. In addition,

a place of worship is conditionally permitted in the RD4.5 zoning district and the proposed use meets all applicable development standards set forth;

b. The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the type and intensity of use proposed, as the existing building and proposed addition and improvements meet all minimum zoning requirements governing parcel size, shape, access, type of intensity of development have been met. The proposed use is consistent with the development standards and guidelines for uses within the RD4.5 zoning district, and the City's Zoning Ordinance;

c. The subject site relates to streets and highways properly designed, both as to width and type of pavement to carry the type and quantity of traffic generated by the proposed use, in that Walnut Avenue was built as a secondary arterial street and access to the church is provided from Walnut Avenue from an improved driveway to a new parking lot at the rear of the building, which has been designed to carry the level of traffic visiting the site;

d. The proposed use is compatible with those on abutting properties and in the surrounding neighborhood, as the zoning of the surrounding properties is RD4.5 to the south, east and west, and RD20 (Residential, 20 units/acre) to the north. A small place of worship is conditionally permitted in the RD4.5 zoning district in which the project is located. Additionally, the use is consistent with, and not detrimental to the adjacent residential uses in the vicinity as the building will be improved and will remain compatible with the architecture of the neighborhood with the integration of architectural elements indicative of a worship use. Further, the site will be improved to accommodate the proposed church use with the addition of a parking lot to the rear of the existing building;

e. The proposed location, size, and operating characteristics of the proposed use will not be detrimental to the public interest, health, safety or general welfare, as a small place of worship, with the approval of a Special Conditional Use Permit, is consistent with the RD4.5 zoning district and existing surrounding residential uses. In addition, certain safeguards have been required of the proposed Project, which the Planning Commission deems necessary to protect the public health, safety, and general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A";

f. The proposed use will not have a significant adverse impact on the environment, as the Project is exempt from the California Environmental Quality Act per Section 15301 – Existing Facilities; and

g. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed use and have been imposed as conditions of Project approval by the Chino Planning Commission. In addition, certain safeguards have been required of the church use, which the Planning Commission deems necessary to protect the public health, safety, and general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A". Further, the Project meets all required development standards and policies pertaining to a small place of worship in the City.

2. *PL23-0006 (Administrative Approval)*

a. The proposed project is permitted within the subject zoning district and complies with all applicable provisions of the Zoning Code, including prescribed use and development standards, and design guidelines, as the proposed project meets all requirements of the Zoning Code for the RD4.5 zoning district;

b. The subject site is physically suitable, including, but not limited to, parcel size, shape, access and availability of utilities, for the type and intensity of project being proposed, as the proposed addition to the building meets or exceeds all requirements of the RD4.5 zoning district;

c. The proposed project is compatible with those on abutting properties and in the surrounding neighborhood, as potential impacts from the project have been addressed for the proposed addition and architectural modifications to the building through operational standards, safety measures, and maintenance requirements which are currently imposed on the project through the conditions of approval for Special Conditional Use Permit No. PL23-0005;

d. The proposed location, size and operating characteristics of the proposed project will not be detrimental to the public interest, health, safety or general welfare, as the proposed improvements to the project site will improve the visual appearance of the project site. Additionally, the building as renovated will adequately serve the proposed church use and activities as proposed;

e. The proposed project would not have a significant adverse impact on the environment, as it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the guidelines, Existing Facilities; and

f. The minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project as certain safeguards have been required of the project, which the Planning Commission deems necessary to protect the public health, safety, and

general welfare. These safeguards (Conditions of Approval) are attached hereto as Exhibit "A". Further, the project meets all required development standards and policies pertaining to a small place of worship in the City.

3. *CEQA Findings.* Pursuant to CEQA Guideline § 15301, Existing Facilities, the Project qualifies as being categorically exempt from CEQA and will have no significant impact on the environment.

4. *Approval of PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval).* The Planning Commission hereby approves PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval) subject to the Conditions of Approval attached hereto as Exhibit "A". The applicant, including their successors and assigns, shall be responsible for implementing and complying with all conditions set forth in Exhibit "A".

5. *Actions by the Planning Commission Secretary.* The Planning Commission Secretary is hereby directed to attest to the adoption of this Resolution as of the date set forth below and forthwith transmit a copy of this Resolution, by regular mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF JULY 2023.

PLANNING COMMISSION CHAIRPERSON

ATTEST:

SECRETARY, PLANNING COMMISSION

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

I hereby certify the foregoing Resolution was duly adopted by the Chino Planning Commission at a meeting held on the 19th day of July 2023 and entered in the minutes of said Commission.

AYES: COMMISSIONERS: Blanchard, Alexandris, Chavez, Fraga, Cisneroz

NOES: COMMISSIONERS: Lewis, Vieira

ABSENT: COMMISSIONERS: None

SECRETARY, PLANNING COMMISSION

Attachment: Exhibit "A" – Conditions of Approval

EXHIBIT A

DEPARTMENTAL CONDITIONS OF APPROVAL

DATE: July 19, 2023

PROJECT FILE NO.: PL23-0005 (SCUP) and PL23-0006 (AA)

LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)

APPLICANT: Potter's Wheel Assembly

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

Development Services Department –

- [x] Planning Division
- [X] Development Engineering Division
- [ ] ADA Accessibility Division

[X] Chino Valley Independent Fire District

[ ] Police Department

[ ] Finance Department

[ ] Community Services

DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION CONDITIONS OF APPROVAL

DATE: July 19, 2023

PROJECT FILE NO.: PL23-0005 (Special Conditional Use Permit) and PL23-0006 (Administrative Approval)

LOCATION: 5135 Walnut Avenue (APN: 1015-351-37)

APPLICANT: Potter's Wheel Assembly

1.0 TIME LIMITS:

1.1. The above referenced Special Conditional Use Permit (PL23-0005) and Administrative Approval (PL23-0006) shall expire on July 19, 2024, if building permits are not obtained and/or the approved use has not commenced. The expiration date may be extended upon written request by the applicant on a City application form. The request must be received by the Director of Development Services at least 90 days prior to expiration of the application.

1.2. Should the use for which this approval is granted cease to exist for 180 or more consecutive days, this permit shall be deemed null and void.

2.0 GENERAL REQUIREMENTS:

2.1. The project shall proceed only in accordance with Planning Commission approved plans on file with the Development Services Department, the conditions contained herein and the Chino Municipal Code.

2.2. Failure to comply with any conditions of approval shall be deemed just cause for revocation of project approval by the Planning Commission and/or City Council.

2.3. The Director of Development Services shall have the authority to approve minor deviations in the site plan, architecture and/or landscape providing the total approved building area is not exceeded.

2.4. In the event that any condition contained herein is determined to be invalid or legally unenforceable, all remaining conditions shall remain in force.

2.5. Approval of this request shall not waive compliance with any section of the Chino Municipal Code, or any other applicable City ordinances, or applicable specific plan provision.

2.6. Pursuant to Government Code Section 66020, upon approval of the project, the applicant has a 90-day period in which to protest the fees, dedications, reservation or other exaction imposed on this project through the conditions of approval.

2.7. In the event that any condition imposing a fee, exaction, dedication, or other mitigation measure is challenged by the applicant and/or other parties in an action filed in a court of law, which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the applicable section of the entire project shall be reviewed by the City and substitute conditions may be imposed.

2.8. The applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in the defense of any such action under this condition.

2.9. The applicant shall be responsible for making arrangements with Waste Management for disposal of any/all construction debris or trash generated. Waste Management can be reached at 1-800 423-9986.

2.10. All proposed signs shall be designed to conform with the City's Sign Code (Chino Municipal Code, Title 16 – Signs) and shall require separate application and approval by the Director of Development Services prior to installation.

2.11. Any change in the project shall be reviewed by the Development Services Department for compliance with CEQA.

**Bolded language added at Planning Commission (COA 6.9.3)*

2.12. Pursuant to Public Resources Code Section 21089 and Fish and Wildlife Code Section 711.4, the developer shall provide those fees marked [X] below in the form of a check made payable to the ***San Bernardino County Clerk of the Board of Supervisors*** within 5 days of Planning Commission approval. **Project approval shall not be complete until the required fee(s) is (are) paid:**

[x] $50 for the Notice of Exemption filing fee.

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

3.1. The applicant/developer shall pay development impact fees at the established rate. Such fees may include, but not be limited to, new construction fee, park or open space fees, school fees, drainage fees, sewer fees, building permit and plan check fees.

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

3.3. Final revised plans, incorporating all conditions of approval, shall be submitted and approved by the Director of Development Services.

3.4. All plans shall be coordinated for consistency.

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

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

a. Routing of construction equipment
b. Hours of operation
c. Dust control
d. Vector control
e. Vehicle, equipment, and personnel staging

**Bolded language added at Planning Commission (COA 6.9.3)*

f. Pre-construction meetings
g. Contractor/subcontractor acknowledgement, obligations, and penalties
h. Traffic control and coordination
i. Security and interim fencing
j. Signs posted on the site with a contact number for the job site construction manager and the City's Code Enforcement Division. Signs shall measure at least four feet by eight feet and shall be posted along every street frontage. The developer shall contact the City immediately upon any change in contact numbers.
k. Building and landscape phasing.

3.7. A precise wall plan identifying the design, location and construction details of all walls and fences shall be submitted and approved by the Planning and Building Divisions. All perimeter and street-facing walls, including retaining walls, shall be decorative in nature.

3.8. Prior to the issuance of any grading permit, four (4) sets of detailed on-site landscaping and irrigation construction drawings along with a copy of the Planning Commission approved conceptual landscape plans and a copy of the conditions of approval shall be submitted for review and approval by the Director of Development Services. A grading permit will not be issued until the City's outside plan checker has completed one review of detailed landscape and irrigation plans for the development. Payment of the Landscape & Irrigation Plan Review Fee shall be due at the time of submittal. Plans shall be prepared to comply with the City's Water Efficient Landscape Ordinance, adopted on October 6, 2015, Ordinance No. 2015-008, meet the requirements for a Landscape Documentation Package in accordance with Section 20.19.030 of the Landscape Ordinance, and shall bear the seal of a landscape architect registered with the state of California. If the site includes areas proposed to be placed within a City-maintained Landscape Maintenance District, then five (5) sets of plans shall be submitted, and the plans shall be prepared on City of Chino, Engineering Division base sheets, and shall bear the seal of a landscape architect registered with the state of California. Original mylars shall be submitted to the City upon approval of plans by the City Engineer.

3.9. All ground-mounted utilities, including but not limited to cable television facilities, and telephone/fiber optic facilities, shall be undergrounded. Equipment that that is not placed underground such as SCE transformers, backflow prevention devices, irrigation valves and controllers used for common landscape areas shall be placed in areas out of public view and sufficiently screened. The location and method of screening shall be reflected in a plan and shall be subject to the review and approval by the Director of Development Services.

**Bolded language added at Planning Commission (COA 6.9.3)*

3.10. All electrical panels and cabinets shall be completely screened. All electrical panels and cabinets shall be fully enclosed and integrated into and architecturally compatible with the building to the satisfaction of the Director of Development Services. The locations of the electrical panels and cabinets shall be reflected on a site plan and elevation(s) to be reviewed and approved by the Director of Development Services.

3.11. Prior to the issuance of a building permit, the approved grading plans shall be attached to the construction plan set. The project shall be built according to the plans approved by the Planning Commission on July 19, 2023, as prepared by YPDC Design + Build. Any substantial modification to the project shall require Planning Commission review and approval. If minor in nature, the modification may be reviewed and approved by the Development Services Director.

3.12. Upon submittal of construction drawings to the Building Division for plan check review, all departmental conditions of approval for the project shall be included on the sheet following the title sheet, or the first sheet of the plans. A site plan shall also be attached to all sets of construction drawings. The condition shall be a minimum requirement for acceptance of construction drawings for the Building plan check review.

3.13. Special Conditions:

3.13.1. A Water Quality Management Plan shall be prepared in accordance with County of San Bernardino requirements and submitted and approved by the City.

3.13.2. Approval of the conceptual landscape plan by the Planning Commission does not constitute final approval. The final landscape approval (during the plan check process and/or following installation) shall be subject to the review and approval of the City's Landscape Architect Consultant and the Director of Development Services. The City Landscape Architect or Director of Development Services may require additional/fewer trees, shrubs, vines, and ground cover as necessary, based on final site conditions during the landscape plan check process or field review process in order to mitigate any site conditions that were not apparent during either the Planning Commission review or plan check review process.

3.13.3. To minimize damage to paved areas due to tree root growth, trees located within five (5) feet of any paved surface area shall

**Bolded language added at Planning Commission (COA 6.9.3)*

be provided with root barriers unless it can be demonstrated, to the satisfaction of the Planning Division, that the root growth characteristics of the type of tree proposed does not warrant their installation.

4.0 PRIOR TO START OF CONSTRUCTION:

4.1. The final landscape and irrigation plans for the development shall be approved by the Director of Development Services.

4.2. A pre-construction meeting, scheduled with the Building Division, shall be held with all applicable City staff members, developer, contractor, superintendent, and all applicable subcontractors.

4.3. The approved construction management plan shall be distributed to all contractors and subcontractors and shall be maintained on-site through the duration of construction.

4.4. The applicant is required to contact the West Valley Mosquito and Vector Control District to determine if an inspection or field survey of potential vectors and their ectoparasites is necessary. If the District so determines, an inspection or field survey shall be conducted by the District, at the applicant's expense, prior to demolition or grading in order to protect the health of and reduce the risk of neighboring residents to vector-borne diseases. Based on the inspection or survey results, the applicant shall take appropriate vector control methods as recommended by the District.

5.0 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:

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

5.2. The fee for review of the landscaping and irrigation plans by both the City and the City's landscape architect shall be paid by the developer.

5.3. All landscaping and irrigation shall be installed in accordance with the approved Planning Commission plans on file with the Development Services Department, and irrigation systems fully operational. In addition, all hardscaped and landscaped areas shall be free of trash and debris.

5.4. A licensed landscape architect or contractor, or other licensed certified professional in a related field shall conduct a final field inspection and shall prepare a certificate of completion, which shall be filed with the Director of Development Services. The certificate of completion shall be prepared in

**Bolded language added at Planning Commission (COA 6.9.3)*

accordance with Section 20.19.030.J of the Landscape Ordinance, and shall specifically indicate that plants were installed as specified by the landscape design plan, that the irrigation system was installed as specified by the irrigation design plan, and that an irrigation audit has been performed. All landscape and irrigation audits shall be conducted by a landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

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

5.6. Prior to issuance of a certificate of occupancy for the final unit, any temporary sales and/or construction office buildings/trailers shall be removed from the site.

5.7. The project site shall be clean and free of trash and construction debris, and all construction equipment shall be removed from the site.

5.8. The applicant shall submit a Sign Program to the Development Services Department for review and approval prior to the first occupancy.

6.0 THE APPROVED USE SHALL BE OPERATED IN ACCORDANCE WITH THE FOLLOWING:

6.1. All operations shall not create a nuisance due to noise, odor, dust, mud, smoke, steam, vibration or other similar causes.

6.2. The operation or activity shall not cause the emission of any smoke, fly ash, dust, fumes, vapors, gases, or other forms of air pollution that can cause damage to human health, vegetation, or other forms of air pollution that can cause excessive soiling on any other parcel. No emission shall be permitted which exceeds the requirements of the South Coast Air Quality Management District or the requirements of any Air Quality Plan adopted by the City of Chino.

**Bolded language added at Planning Commission (COA 6.9.3)*

6.3. The operation or activity shall not emit odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the project site boundary.

6.4. The operation shall not discharge, at any point, into any public or private street, public sewer, storm drain, private stream, body of water, or into the ground, any material which can contaminate any water supply, interfere with bacteriological processes in sewer treatment, or otherwise cause the emission of dangerous or offensive elements, except in accordance with the standards approved by the California Department of Public Health, or any other federal, state or local government agency.

6.5. No operation or activity shall emit heat or cold that would cause a temperature increase or decrease on any adjacent parcel in excess of 10^0F (5.56^0C).

6.6. No operation or activity shall cause any impermissible source of electronic disturbance that adversely affects persons or the operation of any equipment on any other parcel that is not in conformance with the regulations of the Federal Communications Commission (FCC). Impermissible interference for the purposes of this document shall mean any interference that violates the rules and regulations of the FCC and/or the Communications Act of 1934, as amended.

6.7. No operation or activity shall be permitted to cause a steady state, earth-borne oscillation which is continuous and occurring more frequently than 100 times per minute beyond the project site. Ground vibration caused by moving vehicles, trains, aircraft, or temporary construction or demolition is exempted from this requirement.

6.8. Noise emanating from the project site, and which is received by adjacent land uses, shall not exceed the levels specified below, except that loudspeakers, bells, gongs, buzzers or other noise attention or attracting devices shall not exceed a maximum daytime dBA level of 60 and nighttime dBA of 40, measured anywhere beyond the boundaries of the property within which the noise is created.

**Bolded language added at Planning Commission (COA 6.9.3)*

Maximum Time of Exposure	Noise Metric	Noise Level Not To Be Exceeded	
		7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
30 Minutes/Hour	L50	55 dBA	50 dBA
15 Minutes/Hour	L25	60 dBA	55 dBA
5 Minutes/Hour	L8.3	65 dBA	60 dBA
One Minute/Hour	L1.7	70 dBA	65 dBA
Any Period of Time	Lmax	75 dBA	70 dBA

6.9. Place of Worship (Small):

6.9.1. The SCUP is approved for a place of worship (small – with a capacity of up to 50 adults), operating in general accordance with the list of activities, as attached (Exhibit A). The proposed use has the flexibility to modify the time and date of activities, provided it does not: 1) increase the overall hours of operation of the facility; 2) increase the intensity of the project as it relates to traffic and parking; or 3) create a negative impact on surrounding land uses, as determined by the Director of Development Services. The Director of Development Services shall have the authority to approve minor modifications to the proposed use, other than those outlined in Exhibit A. If at any point the worship facility proposes to change its operation (i.e. hours, types of uses, etc.), the applicant shall submit a request to the Director. At such time, the Director shall review the request to determine if the change in operation meets the intent of the SCUP or creates any potential new impacts. If necessary, the Director may refer the proposal back to the Planning Commission for final determination.

6.9.2. Any special events shall require approval of a Special Event Permit by the City and the Police Department prior to commencement of the event as defined in Chapter 10.64 of the City of Chino Municipal Code.

6.9.3. No activities**, including regular church services,** shall be permitted on the project site that would reduce the number of parking spaces available or could not be parked on-site or off-site according to the agreements between the property owner and Chino Valley Unified School District to utilize Walnut

**Bolded language added at Planning Commission (COA 6.9.3)*

Elementary School for overflow parking, **or any agreement with any other property owner,** unless specifically approved by the Director of Development Services as a special event, and in compliance with the Municipal Code.

6.9.4. Should it be determined at any time by the Director of Development Services that there are parking issues associated with the proposed use, then the applicant shall work with staff to address the parking problem, which may include, but not limited to modifying the hours of operation, reducing the number of events to the satisfaction of the Director of Development Services.

6.9.5. The applicant or its successor(s) shall be required to provide the necessary soundproofing of the property or other measures to mitigate the noise and/or vibration created on site, if noise and/or vibrations exceed what is permitted under the Chino Municipal Code or create a nuisance to the surrounding developments. Said soundproofing or other measures shall be installed to the satisfaction of the Director of Development Services.

6.9.6. Should it be determined by the City that noise measurement or a noise analysis of the use is needed, the applicant and its successor(s) shall bear all costs for said measurements and/or study.

7.0 OTHER REQUIREMENTS:

7.1. The project site shall be cleared of all trash, debris, weeds, and other discarded items within two weeks of Planning Commission approval. Approval of this application shall be deemed null and void upon failure of the applicant to comply with this condition within the aforementioned time period.

7.2. All signs, including subdivision and/or realty signs proposed for this development shall be designed to conform to the Sign Ordinance and shall require separate application and approval by the Planning and Building Divisions prior to installation.

7.3. A coating that will facilitate the removal of graffiti shall be applied over the complete height of one side/both sides of walls and/or fences, and to a height of eight feet on building walls. If a coating is not provided, the

**Bolded language added at Planning Commission (COA 6.9.3)*

owner of the property shall paint the buildings and/or walls to remove graffiti within 72 hours of notice.

7.4. Building and Site Design:

7.4.1. Exterior building color shall be reviewed and approved by the Director of Development Services. Colors shall be coordinated between structures, utilizing compatible hues and intensities. Final review and approval of paint colors utilizing a color test may be required prior to painting any structure, if determined necessary in the field by the Director of Development Services.

7.4.2. All building drainage gutters, downspouts, vents, etc., located on the exterior walls shall be architecturally compatible with the exterior building design and color, to the satisfaction of the Director of Development Services, or shall be completely concealed from view. They shall not be located on the exterior of building walls near office areas or other prominent locations on the building(s).

7.4.3. All new mechanical equipment and appurtenances of any type (including, but not limited to, electrical cabinets, HVAC equipment, skylights, stack vents or fans) whether located on rooftops, ground level or anywhere on the building structure, shall be completely screened so as not to be visible from any public street and/or adjacent property, subject to review and approval by the Director of Development Services. The parapet wall should serve as the primary method of screening, or the facilities shall be enclosed within the structure of the building. Such enclosure of facilities shall be of compatible design related to building structure for which such facilities are intended to serve.

7.4.4. Returns for parapet walls shall not be visible from public view and shall be evaluated in the field during construction, and modified if necessary so as not to be visible. All parapet returns shall be a minimum of 4 feet deep.

7.4.5. All landscaping shall be designed and installed in accordance with Section 20.19 of the Chino Municipal Code.

**Bolded language added at Planning Commission (COA 6.9.3)*

7.5. Parking and Lighting:

7.5.1. All exterior lighting fixtures shall be installed in accordance with plans on file with the Development Services Department and shall be fully operational prior to occupancy.

7.5.2. All building-mounted light fixtures within public areas shall be decorative in nature and architecturally compatible with the building. Building-mounted light fixtures shall be reviewed and approved by the Director of Development Services prior to installation. "Wall-paks" or other standardized exterior lighting shall not be permitted within public areas.

7.5.3. All parking and loading areas shall be paved and double-striped in accordance with plans on file with the Development Services Department, Chino Municipal Code Chapter 20.18 *(Parking)* and the disabled parking and accessibility requirements of state law (see the CalDAG—California Disabled Accessibility Guidebook).

7.5.4. Drive surfaces contiguous with planter areas shall have a 6-inch raised curb separation.

7.5.5. All parking spaces, aisles, entrances and exits shall be double-striped per City standards.

7.5.6. All parking spaces for compact cars shall be clearly identified as "Compact Car Only" on the pavement, at the opening of the space. Compact parking spaces shall be reasonably distributed throughout the parking area, subject to review and approval by the Director of Development Services.

7.6. Refuse and Recycling:

7.6.1. Separate receptacles (bins) for the collection of refuse and recyclable materials shall be provided. An adequate number of bins to allow for the collection of both refuse and recyclable materials generated by the development shall be provided.

7.6.2. Refuse and recyclable materials bins shall be enclosed by a 6-foot- high (1.83 m) wall with solid roof that is designed to be architecturally compatible with the building(s), with solid view obstructing gates fitted with self-closing door devices, and be designed with cane bolts in front of the block walls to secure the gates when in the open position. The gates should also be

**Bolded language added at Planning Commission (COA 6.9.3)*

equipped with rod locks and corresponding rod holes in both the open and closed gate positions. Bins containing recyclable materials shall be provided protection from adverse environmental conditions that might render the collection materials unmarketable.

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

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

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

7.6.6. No outdoor storage of vehicles (other than service fleet), materials, and equipment shall be permitted.

7.7. Per Section 15.45 of the Chino Municipal Code, demonstrate consistency with the Chino Climate Action Plan.

**Bolded language added at Planning Commission (COA 6.9.3)*

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

PROJECT NO. PL23-0006 (AA) & PL23-0005 (SCUP)

DATE: June 29, 2023 PC MEETING DATE: July 19, 2023

PROJECT DESCRIPTION: SCUP for place of worship, change use of exist school to church with addition

PROJECT LOCATION: 5135 Walnut Avenue

APPLICANT: Leo D. Cho PROJECT ENGINEER: Jorge Alvarado

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 ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS:

1.1. All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the Project Engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch by 8½-inch standard format.

1.2. Make the following dedications:

Street Name	Distance	Direction From C/L
Walnut Avenue	10 foot	East

1.3. 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.

1.4. Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

1.5. Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.

1.6. Design per City Standards and construct full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public improvements shall include, but not be limited to, the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	Walnut Ave			
Curb & Gutter (18' in length)	X			
Sidewalk (Width)				
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)				
Asphalt Concrete Overlay				

Reviewed/Approved By: JP Date: 7/6/23

Updated 7/17/2023

Street Lights				
Median Island and Landscaping				
Parkway Landscaping				
Striping and Traffic Controls				
Traffic Signal Interconnect				
Conduit System for CATV				
Sewer				
Storm Drain				
Domestic Water				
Irrigation Service Lateral and Meter	X			
Fire Hydrants as required by CVIFD				
Driveway Approach (25' Wide)	X			

1.7. All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

1.8. Execute a Public Improvement Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 1.6. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.

1.9. Comply with all applicable requirements of the City Code.

1.10. Comply with Pedestrian Accessibility Plan submitted with underlying project conditions of approval

The project must ensure that all pedestrian facilities (private or publicly owned) that are open to the public shall comply with accessibility standards in the City's Policy on Accessible Pedestrian Facilities, the current edition of the CBC in effect at the time of building permit issuance or, if no permit, the date construction commences, and Part 36 of Title 28 of the Americans with Disabilities Act (ADA) regulations, which include the 2010 ADA Standards. This includes the following structures and facilities:

a. Walks within the development
b. Pedestrian crossings at driveway
c. Path of travel from right-of-way to building

1.11. Pay all applicable fees pursuant to City Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code Section 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Section 3.40.080(B) or 3.45.080(B). DIFs are applicable to the additional square footage of building.

1.12. Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g., infiltration, harvesting, and bio-treatment) and non-structural measures (e.g., preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

1.13. Any future maintenance and repair of sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

1.14. Potable water to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

1.15. Provide adequate sight distance per City Standard No. 865 for the project driveway. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

1.16. 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. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.

2.0 PRIOR TO REQUEST FOR AND RELEASE OF OCCUPANCY PERMITS/ACCEPTANCE OF PUBLIC IMPROVEMENTS:

2.1. Construct and secure Development Services Department approval of all public facilities enumerated under Section 1.0 above (per Resolution No. 88-23).

2.2. The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

2.3. Pay all remaining applicable fees pursuant to City Code.

3.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

3.1 Complete all Conditions of Approval listed under Sections 1-3 above.

3.2 Submit to the City, electronic files of "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

Attachment

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

PROJECT NO. PL23-0006 (AA) & PL23-0005 (SCUP)

PROJECT ENGINEER: Jorge Alvarado

DATE: 6/29/2023

A COPY OF THIS CHECK LIST MUST BE PROVIDED ALONG WITH A COMPLETED PLAN CHECK REVIEW APPLICATION TO THE ENGINEERING TECHNICIAN WHEN MAKING AN APPOINTMENT FOR FIRST PLAN CHECK SUBMITTAL

- ☒ Copy of Development Engineering Division Conditions of Approval
- ☐ Maps (Subdivision Only)
- ☒ Preliminary Title Report (no older than six months) (Subdivision Only)
- ☐ Closure Calculations (Subdivision Only)
- ☐ Referenced Maps (Subdivision Only)
- ☒ Preliminary Soils Report (no older than sixty days)
- ☐ Lot line adjustment certificate
- ☐ Lot merger
- ☒ Right-of-way dedication
- ☐ Rough Grading Plans
- ☒ Precise Grading Plans
- ☒ Storm Drain Plans (may be part of the Grading Plan)
- ☐ Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- ☒ Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☐ Street Improvements Plans
- ☐ Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☐ Sewer Plans
- ☒ Domestic Water Plans (A Delta Revision on Approved Plan is required for new irrigation service)
- ☐ Recycled Water Plans (A Delta Revision on Approved Plan is required for new service and meter)
- ☐ Street Light Plans
- ☐ Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- ☐ Signing and Striping Plans
- ☐ Traffic Signal Interconnect Plans
- ☐ Traffic Signal Plans
- ☒ Water Quality Management Plan
- ☐ Construction Management Plan

Chino Valley Fire District

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

Board of Directors

John DeMonaco
President
Harvey Luth
Vice President
Tom Haughey
Mike Kreeger
Sarah Ramos-Evinger

Fire Chief
Dave Williams

June 9, 2023

2022-00002584

CHINAKA DOMNWACHUKWU 5135 WALNUT AVE CHINO, CA - California 91710	Project Name: POTTER'S WHEEL ASSEMBLY PL - PL 23-0005-06 Project Address: 5135 WALNUT AVE CHINO, CA 91710

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

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

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

Fire Protection Requirements

3.0 THE ITEMS BELOW ARE CONDITIONS OF APPROVAL AND ARE TO BE COMPLETED PRIOR TO OCCUPANCY:

3.1 Hand-held portable fire extinguishers are required to be installed. The location, type and cabinet design shall be approved by the Community Risk Reduction Division.

3.2 A maximum occupant load sign shall be posted in a conspicuous location neat the main entrance/exit of the room, if occupant load is greater than 49 people. Such sign shall be legible.

3.3 Exits, doors, signs and approved path marking shall be installed in accordance with the current adopted edition of the California Building Code, Section 1007

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

3.5 An approved Knox lock or key switch is required on each manual/automatic electric security gate. All automatic gates shall be provided with a manual override. Fire District Standard No. 116 & 117 shall be complied with.

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

a) Building Construction, includes tenant improvement work

Applicable Standards:

117, 122

CVFD Standards available online at http://www.chinovalleyfire.org

EXHIBIT "C"

ENVIRONMENTAL WARRANTY

13787 OAKS AVENUE

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Developer to the City of Chino for the above-referenced Subdivision, Developer hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

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

3. Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Developer's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Developer hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Developer and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Developer's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Developer to the City of Chino.

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

Dated: _____

THE POTTER'S WHEEL ASSEMBLY*

By: _____

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

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Assembly Bill (AB) 2561 – Annual Public Hearing on City of Chino Job Vacancies and Recruitment and Retention Efforts.

RECOMMENDATION

Conduct a Public Hearing required by Assembly Bill (AB) 2561 and receive an informational presentation pertaining to City of Chino job vacancies and recruitment and retention efforts.

FISCAL IMPACT

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

On September 22, 2024, Assembly Bill (AB) 2561 was signed into law, which became effective on January 1, 2025, under California Government Code Section 3502.3. This new law amends the Meyers-Milias-Brown Act (MMBA), which establishes collective bargaining rights for local government employees. The primary objective of Government Code Section 3502.3 is to address vacancy rates within local public agencies, including the City of Chino, by enhancing transparency and accountability in recruitment and retention efforts.

ISSUES/ANALYSIS

Under Government Code Section 3502.3, the City must hold at least one public hearing per fiscal year to present the status of vacancies and recruitment and retention efforts prior to the adoption of the final budget. In addition, recognized employee organizations are entitled to make their own presentation during the public hearing.

If the total number of full-time authorized positions within a bargaining unit exceeds 20%, the City must also provide the following information upon request to the recognized employee organization: 1) total number of vacancies within the bargaining unit; 2) total number of applications for vacant positions; 3) average number of days to complete the hiring process; and 4) opportunities to improve compensation and working conditions.

As of May 28, 2026, no employee groups in the City have a vacancy rate that exceeds 20%.

In accordance with Government Code Section 3502.3, the Human Resources/Risk Management Department has implemented a range of proactive measures to enhance recruitment and retention strategies. Outreach efforts have been expanded through active participation in job fairs and targeted job advertisements on social media and professional organizations. Since the start of FY2025-26, City staff has processed approximately 47 full-time recruitments, screened 7,058 applications, and coordinated 68 interviews. As a result of these efforts, to date 24 full-time employees have been hired and 38 employees have been promoted from within the City.

To support employee retention, the City has implemented a range of internal training programs and professional development pathways designed to promote career growth from within and reduce turnover. These initiatives include customer service training and professional development training focused on developing future leaders from the existing workforce. Additionally, the City offers benefits such as a Tuition Advancement Program to help employees further their education and skill development. To strengthen recruitment and retention in critical areas, particularly public safety, the City has also introduced targeted hiring incentives, including a sick leave hiring incentive and hiring bonuses.

Attachment: 1) City of Chino Vacancy Rates

City of Chino Vacancy Rates (as of May 28, 2026)			
	Full-Time Authorized Positions	Vacant Positions	Vacancy Rate
AFSCME	73	5	7%
Confidential	21	2	9%
Teamsters	89	3	3%
Chino Police Management Association	24	1	4%
Chino Police Officers Association	94	2	2%
Chino Police Professional Employees Association	48	0	0%
Executive Management	8	0	0%
Deputy Directors	8	1	13%
Unrepresented Sworn Management	3	0	0%
Unrepresented Management	92	9	10%

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Public Hearing for the 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).

RECOMMENDATION

1) Conduct a Public Hearing; 2) approve Resolution No. 2026-034 adopting the 2025 Urban Water Management Plan (UWMP) update and the 2025 Water Shortage Contingency Plan (WSCP) update; 3) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to submit the 2025 UWMP and the 2025 WSCP update to the California Department of Water Resources (DWR); 4) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to implement the programs described in the 2025 UWMP and the 2025 WSCP; 5) find that the adoption of the 2025 UWMP and 2025 WSCP is exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code Section 10652 and CEQA Guidelines Section 15262; and 6) authorize and direct the Director of Public Works or designee (on behalf of the City Manager) to file a Notice of Exemption with the Clerk of the San Bernardino County Supervisors.

FISCAL IMPACT

There is no direct fiscal impact associated with the approval and adoption of the 2025 UWMP and the 2025 WSCP. An approved UWMP and WSCP are required for the City to be considered eligible for any water management grants or loans administered by the California Department of Water Resources (DWR).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

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

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

In 1983, the Urban Water Management Planning Act (UWMP Act) was established by Assembly Bill 797, and passage of this law recognized that water is a limited resource and that efficient water use and conservation would be actively pursued throughout the State of California. The UWMP Act requires that water suppliers providing water for municipal purposes either directly or indirectly to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, prepare and submit an Urban Water Management Plan (UWMP) to the California Department of Water Resources (DWR) every five years.

The City of Chino is classified as an urban water supplier pursuant to the California Water Code Sections 10610 through 10657 because it serves more than 3,000 customers and supplies more than 3,000 acre-feet of water annually.

The purpose of the UWMP is to evaluate long-term water resource planning and ensure adequate and reliable water supplies are available to meet existing and future demands under a range of conditions, including normal, single dry year, and multiple dry year scenarios. The UWMP also serves as a planning tool to support water conservation, efficient water use, infrastructure planning, and coordination with regional and statewide water management efforts.

The City's 2025 UWMP is an update to the previously adopted 2020 UWMP and includes updated population, demand, supply, and conservation information through a 2050 planning horizon.

In 2018, the State also required urban water suppliers to prepare a Water Shortage Contingency Plan (WSCP). The WSCP establishes response actions and planning measures to address potential water shortages resulting from drought, infrastructure disruptions, or other supply constraints. The City's 2025 WSCP is included in Chapter 8 as part of the 2025 UWMP update.

The 2025 UWMP and WSCP incorporate updated water supply and planning information provided by the City's regional water agencies, including Inland Empire Utilities Agency (IEUA), Chino Basin Desalter Authority (CDA), and Water Facilities Authority (WFA).

ISSUES/ANALYSIS

The City's water supply portfolio includes local groundwater production from the Chino Basin, treated groundwater supplies from the Chino Basin Desalter Authority (CDA), imported water supplies delivered through the Inland Empire Utilities Agency (IEUA) and treated by the Water Facilities Authority (WFA), and recycled water supplies from IEUA. The UWMP concludes that the City is projected to maintain adequate water supplies to meet projected demands under normal, single dry year, and multiple dry year conditions through the long-term planning period.

The UWMP also documents the City's continued progress toward water conservation and water use efficiency. Under the State's previous Senate Bill X7-7 requirements, the City achieved its 2020 water use target of 189 gallons per capita per day (GPCD), reaching 169 GPCD in FY 2019-20. Most recently, the City's estimated 2025 water use is approximately 143 GPCD, reflecting continued improvements in conservation and water efficiency efforts.

While the State previously utilized a single GPCD target under SB X7-7, current water use efficiency requirements are now regulated under the State's "Making Conservation a California Way of Life" framework and Urban Water Use Objective (UWUO) methodology. This updated framework evaluates water use efficiency across multiple components, including indoor residential use, outdoor irrigation, commercial and institutional irrigation demands, and system

water loss. The City's demand projections and long-term planning efforts incorporated into the 2025 UWMP were developed using these updated State methodologies.

The 2025 WSCP establishes the City's response framework for potential water shortage conditions and includes six standard shortage levels with corresponding response actions, demand reduction measures, communication protocols, and emergency response planning.

Pursuant to California Water Code Section 10652, the preparation and adoption of an Urban Water Management Plan is exempt from the California Environmental Quality Act (CEQA). Staff recommends approval of Resolution No. 2026-034 adopting the 2025 UWMP and 2025 WSCP and authorizing submittal of the documents to the California Department of Water Resources.

Attachments: Resolution No. 2026-034
Draft 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan

RESOLUTION NO. 2026-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN UPDATE AND THE 2025 WATER SHORTAGE CONTINGENCY PLAN PURSUANT TO CALIFORNIA WATER CODE SECTIONS 10610 THROUGH 10657 AND 10608

WHEREAS, the California Legislature enacted Assembly Bill 797 (known as the Urban Water Management Planning Act of 1983), codified in California Water Code Sections 10610 through 10657, which requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an Urban Water Management Plan (UWMP) every five years; and

WHEREAS, the California Legislature enacted Senate Bill 606 (SB 606) and Assembly Bill 1668 (AB 1668), collectively known as the "Making Conservation a California Way of Life" framework, establishing long-term water use efficiency standards and Urban Water Use Objectives (UWUOs) for urban retail water suppliers; and

WHEREAS, the City of Chino qualifies as an urban water supplier pursuant to California Water Code Section 10617 because it serves more than 3,000 customers and supplies more than 3,000 acre-feet of water annually; and

WHEREAS, the City of Chino has prepared the 2025 Urban Water Management Plan (UWMP) update in accordance with the requirements of the Urban Water Management Planning Act, California Water Code Sections 10610 through 10657 and 10608, SB 606, and AB 1668; and

WHEREAS, the purpose of the 2025 UWMP update is to evaluate long-term water resource planning and ensure adequate and reliable water supplies are available to meet existing and future demands under normal, single dry year, and multiple dry year conditions through the year 2050; and

WHEREAS, in 2018, the California Legislature amended the California Water Code to require urban water suppliers to prepare a Water Shortage Contingency Plan (WSCP) pursuant to California Water Code Section 10632; and

WHEREAS, the City of Chino has prepared the 2025 Water Shortage Contingency Plan (WSCP), which establishes response actions and planning measures to address potential water shortage conditions resulting from drought, infrastructure disruptions, or other supply constraints; and

WHEREAS, the 2025 UWMP and 2025 WSCP include updated information regarding

projected water demands, available water supplies, conservation efforts, recycled water use, water shortage response measures, and long-term water reliability planning; and

WHEREAS, the 2025 UWMP incorporates updated water supply and planning information provided by the City's regional water agencies, including Inland Empire Utilities Agency (IEUA), Chino Basin Desalter Authority (CDA), and Water Facilities Authority (WFA); and

WHEREAS, the City of Chino conducted a properly noticed public hearing regarding the 2025 UWMP and 2025 WSCP on June 2, 2026; and

WHEREAS, pursuant to California Water Code Section 10652, the preparation and adoption of an Urban Water Management Plan is exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City of Chino hereby adopts the 2025 Urban Water Management Plan (UWMP) update and the 2025 Water Shortage Contingency Plan (WSCP).

SECTION 2. Director of Public Works or designee (on behalf of the City Manager) are hereby authorized and directed to submit the adopted 2025 UWMP and 2025 WSCP to the California Department of Water Resources within thirty (30) days of adoption.

SECTION 3. The Director of Public Works or designee (on behalf of the City Manager) is hereby authorized and directed to implement the programs and actions described in the 2025 UWMP and 2025 WSCP.

SECTION 4. The City Council finds and determines that adoption of the 2025 UWMP and 2025 WSCP is exempt from CEQA pursuant to California Water Code Section 10652.

SECTION 5. Pursuant to CEQA, the Director of Public Works or designee (on behalf of the City Manager) is hereby authorized and directed to file a Notice of Exemption with the Clerk of the San Bernardino County Board of Supervisors within five (5) working days of adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of June 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, hereby certify that Resolution No. 2026-xxx is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Chino on June 2nd, 2026, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

NATALIE GONZAGA, CITY CLERK

2025 Urban Water Management Plan Draft

MAY 2026

CITY OF CHINO



CITY OF CHINO

2025 Urban Water Management Plan Draft

MAY 2026

Prepared by Water Systems Consulting, Inc

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ACRONYMS & ABBREVIATIONS

°F	Degrees Fahrenheit
1,2,3-TCP	1,2,3-Trichloropropane
AF	Acre-Feet
AFY	Acre-Feet per Year
AMI	Advanced Metering Infrastructure
AWWA	American Water Works Association
CBWCD	Chino Basin Water Conservation District
CCWRF	Carbon Canyon Water Recycling Facility
CDA	Chino Basin Desalter Authority
CII	Commercial, Industrial, and Institutional
CIMIS	California Irrigation Management Information System
CWC	California Water Code
CWOL	Making Conservation a California Way of Life
DEW	Discover the Environment and Water
DIM	Dedicated Irrigation Meters
DMM	Demand Management Measures
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
DYY	Dry-Year Yield
DYYP	Dry-Year Yield Program
ERP	Emergency Response Plan
ETO	Evapotranspiration
FEMA	Federal Emergency Management Agency
FY	Fiscal Year
GIS	Geographic Information System
GPCD	Gallons per Capita per Day
GPM	Gallons per minute

GPMD	Gallons per mile of pipe per day
GPSCD	Gallons per service connection per day
HECW	High-efficiency Clothes Washer
HET	High Efficiency Toilets
HVAC	Heating, Ventilation, and Air conditioning
IEUA	Inland Empire Utilities Agency
IPR	Indirect Potable Reuse
JPA	Joint Exercise of Powers Agreement
KWH	Kilowatt-Hour
LEF	Landscape Efficiency Factors
MGD	Million Gallons per Day
MWD	Metropolitan Water District of Southern California
NTC	National Theatre for Children
OBMP	Chino Basin Optimum Basin Management Program
OSY	Operating Safe Yield
PCE	Perchloroethylene
PHET	Premium High-Efficiency Toilets
PPC	Persons-per-connection
PWS	Public Water System
RHNA	Regional Housing Needs Assessment
RP	Regional Water Recycling Plant
RRA	Risk and Resilience Assessment
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Management Plan
RW	Recycled Water
SBX7-7	Senate Bill 7 of Special Extended Session 7
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SGMA	Sustainable Groundwater Management Act
STATE WATER BOARD	State Water Resources Control Board

TAZ	Transportation Analysis Zones
TCE	Trichloroethylene
TDS	Total Dissolved Solids
TVMWD	Three Valleys Municipal Water District
USEPA	United States Environment Protection Agency
UWMP	Urban Water Management Plan
UWUO	Urban Water Use Objective
VOCS	Volatile Organic Compounds
WBIC	Weather-based Irrigation Controllers
WE4G	Water Engineering 4 Good
WEWAC	Water Education Water Awareness Committee
WFA	Water Facilities Authority
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WUE	Water Use Efficiency
WWTP	Wastewater Treatment Plant

1 Introduction

This section provides a brief overview of the City of Chino (City or Chino) and the purpose of this 2025 Urban Water Management Plan (UWMP). It also describes how the UWMP is organized and its relationship to local and regional planning efforts in which Chino is involved.

IN THIS SECTION

- Introduction for Chino
- California Water Code
- UWMP Organization
- UWMPs in Relation to Other Efforts
- Funding Eligibility
- Consistency with the Delta Plan

1.1 Introduction for Chino

An urban water supplier is defined (pursuant to Section 10617 of the California Water Code (CWC) as:

> *"a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers."*

The City of Chino (City or Chino) is classified as an urban water supplier because it serves more than 3,000 customers (i.e., individual metered accounts) and it supplies more than 3,000 acre-feet of water annually to its customers for municipal purposes as detailed in Section 2.1.

In 1983, the State of California Legislature (Legislature) enacted the Urban Water Management Planning Act (UWMP Act). The law requires an urban water supplier to adopt an UWMP every five years by July 1 of years ending in "6" and "1", incorporating updated and new information from the five years preceding each update. This UWMP must demonstrate water supply reliability under both normal and drought conditions for a minimum 20-year planning horizon. The UWMP Act applies to wholesale and retail water suppliers.

Since the original UWMP Act was passed, it has undergone significant expansion. Prolonged droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions affect the reliability of each water supplier as well as statewide water reliability overseen by the California Department of Water Resources (DWR), the State Water Resources Control Board (State Water Board), and the Legislature. Accordingly, the UWMP Act has grown to address changing conditions. The current requirements are found in Sections 10610-10656 and 10608 of the CWC.

In 2018, the Legislature modified the CWC to require a Water Shortage Contingency Plan (WSCP) with specific elements. The WSCP is a document that provides a supplier with an action plan for a drought or catastrophic water supply shortage. CWC 10632 includes requirements for suppliers to prepare a WSCP. The WSCP documents a supplier's plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies. The WSCP is a standalone document that can be updated independently of the UWMP, but it can be included as a section of the UWMP or referenced and attached to the 2025 UWMP as an appendix. The WSCP is described in Section 8.

DWR provides guidance for urban water suppliers by preparing an Urban Water Management Plan Guidebook 2025 (Guidebook) (Department of Water Resources, 2025) conducting workshops, developing tools, and providing program staff to help water suppliers prepare comprehensive and useful water management plans, implement water conservation programs, and understand the requirements of the CWC. Suppliers prepare their own UWMPs and submit them to DWR. DWR then reviews the UWMPs for completeness in addressing the CWC. DWR

submits a report to the Legislature summarizing the status of the UWMPs for each five-year cycle. The Guidebook was used to complete this 2025 UWMP.

The purpose of this UWMP is for Chino to evaluate long-term resource planning and establish management measures to ensure adequate water supplies are available to meet existing and future demands. The UWMP provides a framework to help water suppliers maintain efficient use of urban water supplies, promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a response mechanism during drought conditions or other water supply shortages.

The UWMP is a valuable planning tool used for multiple purposes, including:

- Providing a standardized methodology for water utilities to assess their water resource needs and availability.
- Serving as a resource to the community and other interested parties regarding water supply and demand, conservation, and other water-related information.
- Providing a key source of information for cities and counties when considering approval of proposed new developments and preparing regional long-range planning documents, such as city and county General Plans.
- Informing other regional and Statewide water planning efforts, such as Integrated Regional Water Management Plans and the California Water Plan.

1.2 UWMP Organization and Lay Description

The 2025 UWMP is organized as follows:

Section 1 – Introduction

This section provides background information on the UWMP process, new regulatory requirements, and an overview of the information covered throughout the remaining sections. The 2025 UWMP incorporates the DWR water use and supply tables (standardized tables) for the reporting and submittal of UWMP data. These tables are included within the respective sections of the 2025 UWMP and in Appendix A. Chino's coordination efforts with other planning agencies, eligibility to receive grants and loans administered by the State of California, and demonstration of consistency with the Delta Plan are discussed.

Section 2 – Plan Preparation

This section provides information on the processes used to develop the UWMP, including coordination and outreach efforts and the steps taken to prepare Chino's 2025 UWMP, hold a public hearing, adopt, submit, and implement the 2025 UWMP. The UWMP is prepared as an individual plan to provide Chino-specific information, with all data presented on a fiscal year (FY) basis (July 1 through June 30) and water quantities reported in acre-feet (AF) or acre-feet per year (AFY). The UWMP also describes Chino's coordination and outreach with wholesale and retail agencies and the community, as well as its notification process to the cities and county it serves.

Section 3 – System Description

This section describes the City's water system, service area, population demographics, local climate, and land uses. Chino is located in the southwestern part of San Bernardino County, neighboring cities such as Ontario, Montclair, Chino Hills, and Eastvale. The City serves a majority of its boundary, excluding some areas served by Monte Vista Water District and the City of Chino Hills. The City provides water service to an area with a current population of 65,744. Chino is projected to have a population of 114,327 by 2050.

Section 4 – Water Use Characterization

This section describes and quantifies the current and projected water uses through 2050 within the water service area. Chino serves potable water to residential, commercial, industrial, and institutional (CII), landscape, and agricultural customers. In 2025, the City served a total of 15,324 AFY. The City's water loss within the system is discussed. Chino has submitted all required water loss audits to the state for the past 5 years. Projected water use in 2050 will reach about 17,500 AFY using an approach that will reach State-mandated Urban Water Use Objectives (UWUO). Projected water use will steadily increase for the next 25 years.

Section 5 – SBX7-7 Compliance & Future Water Use Efficiency Requirements

This section describes water use targets and baselines pursuant to the SBX7-7 Water Conservation Act of 2009. SBX7-7 required all water suppliers to increase water use efficiency to decrease per-capita water consumption by 20 percent by the year 2020. The City met its targeted reduction of 189 gallons per capita per day (GPCD). In 2025, the City had a GPCD of 143.

New water use efficiency standards from the "Making Conservation a California Way of life Regulation" (CWOL Regulation) supersede SBX7-7 standards. The demand projections in this UWMP are based on the City meeting its estimated future UWUO, as described in Section 4.2.5.

Section 6 – Water Supply Characterization

This section describes and quantifies the current and projected potable and non-potable water supplies, including recycled water. The City's supply portfolio consists of groundwater from the Chino Basin, purchased groundwater from Chino Basin Desalter Authority (CDA), imported water from Metropolitan Water District of Southern California (MWD) (through Inland Empire Utilities Agency (IEUA)) which is treated by Water Facilities Authority (WFA), and recycled water purchased from IEUA. In 2025, the City supplied a total of 18,832 AFY. The City is projected to supply a total of 21,811 AFY in 2050.

Section 7 – Water Service Reliability

This section describes the water service reliability through 2050 and includes the Drought Risk Assessment (DRA) for the next five years. Chino does not anticipate any supply shortages within the next five years, as shown in the DRA. Chino's imported and groundwater supply is fixed to meet cleanup goals and is considered reliable under normal, single dry, and five

consecutive dry years scenarios through 2050. The City expects to meet demands under all water year scenarios.

Section 8 – Water Shortage Contingency Plan

This section summarizes the standalone WSCP. The WSCP details procedures for handling potential shortages affecting member agencies. The plan features annual water supply and demand assessments, six water shortage stages with corresponding response actions, and coordination among member agencies. It also includes emergency response plans and seismic risk assessments for catastrophic events. This section includes an overview of the standalone WSCP.

Section 9 – Demand Management Measures

This section describes Chino's efforts to promote conservation and reduce water demand, including discussions of specific demand management measures. The City is committed to implementing water conservation programs. Some of these initiatives include public education and outreach programs, rebate programs, and water rate structure tiered to promote water conservation.

Section 10 – Plan Adoption, Submittal, and Implementation

This chapter summarizes the various requirements to adopt and submit a UWMP and WSCP. Details on public hearing dates, notification letters to local agencies, and how to submit or amend a plan are discussed. The 2025 UWMP and WSCP were made available for public review on May 18, 2026, with a public hearing held on June 2, 2026. CDA adopted the UWMP and WSCP and submitted them to DWR and the California State Library within 30 days of adoption. Notifications were sent to cities, counties, and relevant agencies at least 60 days prior to the public hearing. The plan is available online and at Chino's headquarters for public inspection. Procedures for amending the UWMP or WSCP involve public hearings, board adoption, and timely submissions to state and local entities.

1.3 UWMPs in Relation to Other Efforts

The City's 2025 UWMP was prepared in coordination with planning agencies as described in Section 2.3. In addition to the 2025 UWMP, Chino is involved in several internal and external planning efforts. Chino collaborates with a variety of stakeholders to achieve consistency between various planning documents locally and regionally. The City is a member agency of various wholesale agencies including CDA, IEUA, and WFA, which have each prepared 2025 UWMPs that are incorporated in the City's 2025 UWMP by reference. In addition, the City provided its 2025 UWMP to CDA, IEUA, and WFA, which includes water use projections in five-year increments for a normal year, a single dry year, and a five consecutive year drought over the next 25 years.

1.4 UWMPs and Grant or Loan Eligibility

For a water supplier to be eligible for a grant or loan administered by DWR, the supplier must have a current UWMP on file that meets the requirements set forth by the CWC. A current UWMP must also be maintained by the supplier throughout the term of any grants or loans received. Chino has prepared the 2025 UWMP under guidance from DWR's 2025 UWMP Guidebook to meet eligibility requirements for grants and loans administered by the State and/or DWR.

1.5 Demonstration of Consistency with the Delta Plan for Participants in Covered Actions

Chino's contributions to reduced reliance on the Sacramento–San Joaquin Delta and improved regional water self-reliance are reflected in the regional analysis prepared by the IEUA, presented in Appendix C of IEUA's 2025 UWMP. That analysis evaluates the collective investments and actions of IEUA and its customer agencies, including Chino, and documents measurable progress toward increased regional self-reliance and reduced dependence on Delta supplies at the regional scale.

Consistent with DWR guidance, regional coordination and reliance on wholesale and regional planning documents are appropriate where data are developed at a broader service area or where individual supplier contributions cannot be discretely quantified. Due to the integrated nature of regional water supply systems and the infeasibility of attributing Delta reliance reductions at the individual retail agency level, IEUA's regional analysis provides the appropriate basis for demonstrating consistency with Delta Plan Policy WR P1.

Accordingly, Chino incorporates the IEUA regional reduced reliance analysis by reference into this UWMP. Chino's implementation of locally cost-effective and technically feasible demand management measures and supply programs, as described in this UWMP, contributes to the regional outcomes documented by IEUA and supports ongoing progress toward improved regional self-reliance and reduced reliance on Delta supplies.

2 Plan Preparation

This section provides information on the processes used to develop the UWMP, including efforts in coordination and outreach. Chino's 2025 UWMP was prepared consistently with the recommended organization provided in DWR's Guidebook.

IN THIS SECTION

- Basis for Preparing a Plan
- Regional Planning
- Coordination and Outreach

2.1 Basis for Preparing a Plan

As mentioned in Section 1.1, the CWC requires Chino's 2025 UWMP to be submitted to DWR by July 1, 2026. Chino is an "urban water supplier" pursuant to Section 10617 of the CWC. In 2025, the City's key water supply metrics in its service area were as follows:

- Served a population of approximately 95,744 people.
- Supplied approximately 15,324 AFY to its customers.
- Maintained 23,420 metered connections.

Chino operates a Public Water Systems (PWS) which is regulated by the State Water Board. Table 2-1 provides the public water system number, the number of municipal connections, and the volume of water supplied in 2025.

Throughout this UWMP, water volume is represented in units of AFY, unless otherwise noted, and data is presented on a FY basis which is July 1 through June 30th of the following year. Required DWR tables presenting this information are provided in Table 2-2, Table 2-3, and Table 2-4.

Pursuant to CWC requirements, the City's 2025 UWMP incorporates DWR's standardized tables for the reporting and submittal of UWMP data. The standardized tables are provided within the body of the 2025 UWMP text as well as in Appendix A. The City also submitted the UWMP data (from the standardized tables) electronically through DWR's Online Submittal Tool.

The City's 2025 UWMP also provides supporting documents (appendices) including notification letters of the UWMP update, public notice of the UWMP hearing, and adoption resolution from the City's governing body (Appendix B, Appendix C, and Appendix D). Further discussions regarding these supporting documents are provided within the individual Chapters of the City's 2025 UWMP. A checklist of specific UWMP requirements is included in Appendix E. The checklist includes the page number where the required elements are addressed to assist in DWR's review of the submitted UWMP.

Table 2-1- Public Water Systems - Retail

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025
CA3610012	Chino, City of	23,420	15,324
	Total:	23,420	15,324

2.2 Regional Planning

DWR guidance allows for water retailers to develop individual or regional UWMPs. Regional reporting can consist of a group of retailers or another regional entity. Chino has developed its 2025 UWMP reporting solely on its service area to address all requirements of the CWC. The

City's 2025 UWMP was not developed as a Regional UWMP. Although a member of the IEUA Alliance, the City elected to develop an individual UWMP.

Table 2-2- Plan Identification

Type of Plan	Member of RUWMP	Member of Regional Alliance	Name of RUWMP or Regional Alliance
Individual UWMP	No	No	N/A

Table 2-3- Supplier Identification

Type of Supplier	Year Type	First Day of Year		Unit Type
Retail	Fiscal Years	**DD**	**MM**	AF
		01	**07**	

2.3 Coordination and Outreach

Chino coordinated with multiple neighboring and stakeholder agencies to prepare the 2025 UWMP. The coordinated efforts were conducted to 1) inform these agencies of Chino's efforts and activities; 2) gather high quality data for use in developing this UWMP; and 3) coordinate planning activities with other related regional plans and initiatives.

2.3.1 Wholesale and Retail Coordination

The City's 2025 UWMP was prepared in coordination with each of its wholesale suppliers including IEUA, WFA, and CDA. Chino provided demand projections to each of these water agencies and received assumptions of planned water supply availability. Table 2-4 lists the agencies that were involved in the preparation of Chino's 2025 UWMP.

Table 2-4- Water Supplier Information Exchange - Retail

The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).
Wholesale Water Supplier Name
Inland Empire Utilities Agency (IEUA)
Water Facilities Authority (WFA)
Chino Bain Desalter Authority (CDA)

2.3.2 Coordination with Other Agencies and the Community

The City is a retail water supplier that serves customers in the City of Chino and a small portion of the City of Ontario, as well as unincorporated areas of San Bernardino County, and portions of a California State correctional facility located within the City's municipal boundaries. The City is required to coordinate the preparation of the UWMP with appropriate agencies in the area, including appropriate water suppliers that share a common source. Therefore, the City coordinated the preparation of its 2025 UWMP with the Cities of Chino Hills and Ontario, the County of San Bernardino, CDA, Chino Basin Water Conservation District (CBWCD), IEUA, Monte Vista Water District, Chino Basin Watermaster, WFA, and the California Institute for Men.

Per Government Code 6066, the public hearing was noticed in the Chino Champion newspaper on May 2026. The hearing notice is attached as Appendix C. The public hearing was held on June 2, 2026, at the City Council meeting prior to the UWMP and WSCP adoption. In addition, Chino maintained a copy of the 2025 UWMP and WSCP in its office and at http://www.cityofchino.org prior to the public hearing.

The Final 2025 UWMP and WSCP were formally adopted by the City Council on June 2, 2026. A copy of the Adoption Resolution is included in Appendix D. A hard copy of Chino's Final 2025 UWMP and WSCP were sent to the California State Library, DWR (electronically using the WUE data reporting tool), and all cities and counties within Chino's service area within 30 days of adoption. To fulfill the requirements of CWC Section 10642 of the UWMP Act, Chino made the Final 2025 UWMP available online (https://www.cityofchino.org), and at Chino's public office during normal business hours for public review within 30 days of adoption.

Should Chino need to amend the adopted 2025 UWMP or WSCP in the future, Chino will hold a public hearing for review of the proposed amendments to the document. Chino will send a 60-day notification letter to all cities and counties within Chino's service area and notify the public. Notification to the public with be published twice in the newspaper, the first notice being a minimum of two weeks prior to the public hearing. Once the amended document is adopted, a copy finalized version will be sent to the California State Library, DWR (electronically using the WUE data reporting tool), and all cities and counties within Chino's service area within 30 days of adoption. The finalized version will also be made available to the public both online at http://www.cityofchino.org and in person at Chino's public office during normal business hours.

2.3.3 Notice to Cities and Counties

CWC Section 10621 requires that suppliers notify cities and counties to which they serve water that the UWMP and WSCP are being updated. Notices should be provided at least 60 days prior to a public hearing. To fulfill this requirement, the City sent letters of notification of preparation of the 2025 UWMP and 2025 WSCP to all cities and counties within Chino's service area 60 days prior to the public hearing. Copies of letters are included in Appendix B.

3 System Description

This section describes Chino's water system, service area, population demographics, local climate, and land uses.

IN THIS SECTION

- General Description
- Service Area Boundary Map
- Service Area Climate, Demographics, and Socioeconomics
- Land Uses

3.1 General Description

The City of Chino was officially incorporated in 1910. The City provides water service to a majority of residential, commercial, institutional, industrial, and landscape customers within the City of Chino, located in the southwestern portion of San Bernardino County, approximately 30 miles easterly of downtown Los Angeles. The City is bounded by the Cities of Montclair and Ontario to the north; Chino Hills to the south and west; Ontario and Eastvale to the east; and Pomona to the west. The City's water service area encompasses an area of approximately 28.3 square miles. The location of the City's water service area is provided in Figure 3-1.

The City has a five-member City Council. The Mayor is elected at-large and Council Members are elected by geographically defined districts, each for four-year terms. The City Manager is appointed by the City Council. Other City managerial positions are filled by the City Manager. The Director of Public Works is responsible for the operation and management of the City's water system.

The demand within the City's service area is met primarily from groundwater produced from City-owned wells in the Chino Basin and from CDA. The City also purchases imported surface water from MWD through IEUA which is treated by WFA. Recycled water is also provided by IEUA.

The existing potable water system consists of distribution system pipelines, storage reservoirs, booster pump stations, groundwater wells, imported water connections, inter-agency connections, permitted water treatment facilities, and pressure regulating stations.

3.2 Service Area Boundary Maps

The location of the City's water service area is provided in Figure 3-1.

The City provides water services to all residential, commercial, institutional, industrial, and landscape customers within the City of Chino, except for the following areas:

- Portions of northwest City of Chino served by Monte Vista Water District
- Portions of the City served by the City of Chino Hills

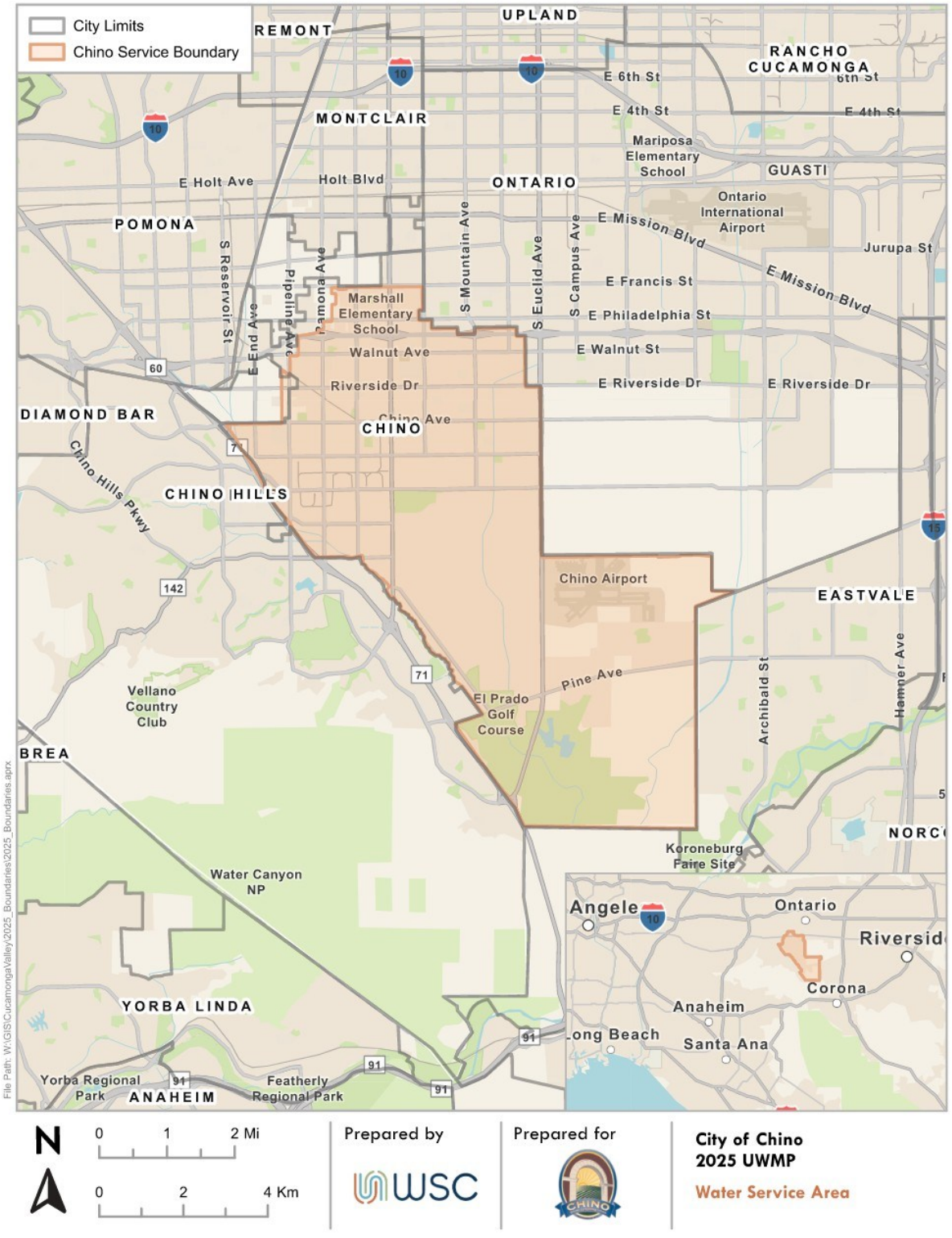


Figure 3-1- City of Chino Water Service Area and City Limits

3.3 Service Area Climate

The City's service area climate is a mediterranean environment with a semi-arid environment with mild winters, warm summers, and moderate rainfall. Historical climate information was obtained from the National Oceanic and Atmospheric Administration, and from DWR's California Irrigation Management Information System (CIMIS) Station 255 Chino collected from January 1998 through July 2025. On average, the annual total precipitation is 11.29 inches, with most of the precipitation occurring between December and March. Records show that the monthly average precipitation ranges from 0.02 inches in June to 2.87 inches in February. The annual average total evapotranspiration (ETo) is 49.97 inches. The highest ETo is experienced between April and September, with the peak occurring in July. The City's monthly high temperature ranges from about 66.4 degrees Fahrenheit (°F) in December to 94.4 °F in August, with an average annual temperature of 66.5°F. Table 3-1 shows the average monthly climate data.

Figure 3-2 shows the annual precipitation from 1999 through 2025 and illustrates which years fall above or below the annual average precipitation for this period. Some years do not have data provided. As shown by this figure, 2018 was the driest year since, making water management more critical to ensure communities are prepared for the next drought.

Figure 3-2- Annual Precipitation from 1999-2025

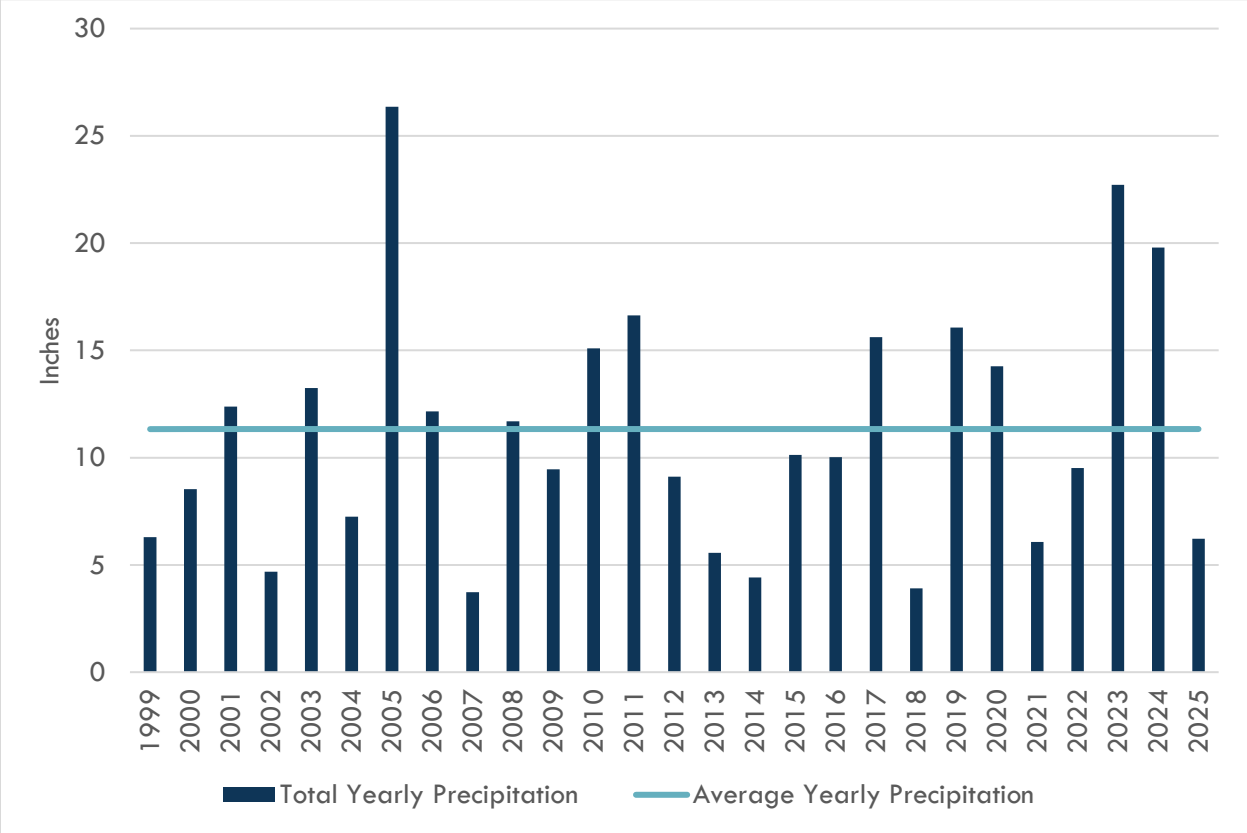


Table 3-1- Average Monthly Climate Data

MONTH	AVERAGE TEMPERATURE (°F)	AVERAGE PRECIPITATION (INCHES)	AVERAGE ETO (INCHES)
January	55.7	2.15	1.97
February	56.2	2.87	2.47
March	59.4	1.61	3.76
April	63.0	0.75	4.74
May	67.5	0.29	5.22
June	73.2	0.02	6.0
July	79.1	0.06	6.74
August	80.0	0.09	6.48
September	77.0	0.12	4.03
October	69.6	0.41	3.51
November	61.3	0.82	2.36
December	54.9	2.02	1.79
MONTHLY AVERAGE:	**66.5**	**0.93**	**4.16**

SOURCES: Historical average monthly precipitation and temperature information was obtained from the National Oceanic and Atmospheric Administration (https://www.weather.gov/wrh/Climate?wfo=sgx) from 1998 through 2025 (for Ontario International Airport). Historical monthly average ETo information was obtained from the California Irrigation Management Information Systems (http://wwwcimis.water.ca.gov) and is based on data collected from Station 255 (Chino).

3.4 Service Area Population and Demographics

Southern California Association of Governments (SCAG) develops demographic and growth forecasts for the 2024 Connect SoCal Regional Transportation Plan (RTP) (Southern California Association of Governments, 2024), including projected population, households, and employment in 2019, 2035, and 2050 across approximately 13,062 traffic analysis zones (TAZs) in the SCAG region. SCAG publishes jurisdiction and TAZ-level data as geographic information system (GIS) shapefiles, which are intersected with supplier service areas to estimate growth

units within those areas as shown in Table 3-2. Forecasts are based on land use data, the 2020 Census, and Cycle 6 Regional Housing Needs Assessment (RHNA), and are refined through local review, incorporating land use and zoning information, input from planners, and coordination with local and regional land use authorities.

Table 3-2- SCAG Growth Units & Annual Growth Rates

	2019	2035	2050
Population			
Projection (SCAG)	85,857	95,038	106,632
Annual Growth Rate (Calculated)	-	0.64%	0.77%
Employment			
Projection (SCAG)	49,286	55,995	60,182
Annual Growth Rate (Calculated)	-	0.80%	0.48%
Households			
Projection (SCAG)	24,124	32,645	37,996
Annual Growth Rate (Calculated)	-	1.91%	1.02%

2020 Census data was used to determine Chino's 2020 service area population. 2020 population data was then used in conjunction with the service area's number of connections in 2020 to calculate a 'persons-per-connection' (PPC) factor of 4.1. This factor was then applied to the number of connections provided for 2025 to estimate the current population as of 2025. Annual growth rates for 2019-2050 were calculated from SCAG growth units in Table 3-2. Annual growth rates were applied to 2025 population to estimate 2030-2050 populations for the service area as shown in Table 3-3.

Table 3-3- Current and Projected Population

POPULATION SERVED	2020	2025	2030	2035	2040	2045	2050
TOTAL:	86,366	95,744	98,820	101,897	106,040	110,183	114,327

[1] 2020 Census Population Data

[2] Assumes a calculated PPC factor of 4.1.

Demographic and socioeconomic data for the City are reported in Table 3-4.

Table 3-4- Chino Demographics and Socioeconomic Data

Race and Ethnicity	
Hispanic or Latino	50%
White	17%
Black or African American	5%
American Indian and Alaska Native	<1%
Asian	26%
Native Hawaiian and Pacific Islander	<1%
Other or Multiple Races	2%
Income and Households	
Median Household Income	$97,461
Percent Living at or Below Poverty Line	11%
Percent of households owning home	72%
Vacancy Rate	1%

Sources:

1. 2020 Decennial Census
2. 2024 American Community Survey 1-Year Estimates

Accessed at: Data.census.gov

3.5 Land Uses within Service Area

The City reviewed the current and projected land uses within its service area during the preparation of this 2025 UWMP. Information regarding current and projected land uses is included in the City's 2021 Water Master Plan. The City is primarily residential in the north with industrial and warehouses in the south. The existing land uses within the City's service area include residential (single-family and multi-family), commercial, industrial, institutional, agricultural, and open space. The projected land uses within the City's service area are expected to remain similar to the existing land uses. Areas within the City's service area continue to be developed. As a result, population within the City's service area is anticipated to increase (as discussed in Section 3.4).

A discussion of the existing and projected water uses for the individual water use sectors within the City's service area, which includes the different land uses, is provided in Section 4.2.1. As discussed in Section 2.3, the City coordinated the preparation of the 2025 UWMP with the Cities of Chino Hills and Ontario, the County of San Bernardino, and other agencies.

Table 3-5- Land Uses within City of Chino

Land Use Designation	Area (acre)	%
Business Park (BP)	437	2.70%
Commercial General (CG)	339	2.09%
Commercial Neighborhood (CN)	44	0.27%
Commercial Office (CO)	87	0.54%
Commercial Regional (CR)	241	1.49%
Commercial Service (CS)	54	0.33%
General Industrial Zone (M2)	4,319	26.67%
Light Industrial (M1)	1,089	6.73%
Open Space Natural (OS 2)	709	4.38%
Open Space Recreational (OS 1)	975	6.02%
Public (P)	858	5.30%
Public School (PS)	124	0.76%
Residential (RD 1)	60	0.37%
Residential (RD 12-19)	240	1.48%
Residential (RD 20-30)	678	4.19%
Residential (RD 2-4)	471	2.91%
Residential (RD 4.5-7)	2,551	15.75%
Residential (RD 8-11)	2,915	18.00%
Total	**16,192**	**100%**

4 Water Use Characterization

This section describes and quantifies Chino's past, current, and future water use through 2050.

IN THIS SECTION

- Non-Potable Versus Potable Water Use
- Past, Current, and Projected Water Use by Sector
- Water Use for Lower Income Households
- Climate Change Considerations

4.1 Non-Potable Versus Potable Water Use

Chapter 4 addresses the City's potable water demands. Recycled water demands are addressed separately in Section 6.3.2.1 and a summary is provided in Table 6-4. Raw water is not served by the City and is not applicable.

4.2 Past, Current, and Projected Water Use by Sector

Chino provides potable water to its customers as described in further detail in the following sections.

4.2.1 Water Use Sectors Listed in Water Code

Water suppliers are required to identify water uses to the extent that records are available for each of the applicable water use sectors identified in CWC 10631(d). The City primarily serves potable water to customers, though it does supply a small amount of recycled water. Recycled water uses are described in Section 6.3.2.

The City serves the following water uses:

- **Single Family:** Single-family residential customers are typically on a lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.
- **Multi-Family:** Multi-family residential customers are typically multiple dwelling units within one building or several buildings within one complex.
- **Commercial:** Commercial customers typically provide or distribute a product or service.
- **Industrial:** Industrial customers typically manufacture or process materials.
- **Landscape:** The City tracks the water use for landscape irrigation.
- **Agricultural:** The City tracks the water use for agricultural irrigation.
- **Other:** The City has accounts for other uses, which include hydrant accounts.
- **Distribution System Water Losses:** Distribution system water losses are the water losses from the point of water entry to the distribution system to the delivery point to the customer's system. Water losses are discussed in Section 4.2.3.

4.2.2 Past Water Use

Chino's actual water use by customer class from 2021-2025 is shown in Table 4-1. Historical demand trends have been considered as part of projected water use in Section 4.2.5 and water service reliability in Section 7.

Table 4-1- 2021-2025 Actual Water, AF

Use Type	2021	2022	2023	2024	2025	% Average
Single Family	7,779	7,434	6,479	6,666	7,230	48%
Multi-Family	1,400	1,361	1,270	1,339	1,383	9%
Commercial	2,104	2,192	2,083	2,118	2,188	14%
Industrial	508	504	488	475	470	3%
Landscape	2,613	2,559	2,025	2,023	2,584	16%
Agricultural	16	17	15	15	24	>0%
Other (optional)	63	84	68	39	44	>0%
Distribution System Water Loss	1,230	1,373	1,658	1,419	1,400	9%
Total:	**15,713**	**15,524**	**14,085**	**14,094**	**15,324**	

4.2.3 Distribution System Water Losses

Distribution system water losses are the physical potable water losses from the point of water entry to the distribution system to the point of delivery to the customer's system. Water loss can result from aging infrastructure, leaks, seepage, theft, metering inaccuracies, data handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. The City monitors its water loss and prepares an annual American Water Works Association (AWWA) Water Audit to estimate the volume of water loss. The City has submitted all required water loss audits to the State, as shown in Table 4-2.

Table 4-2- Water Loss Reporting - Retail

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA3610012	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

NOTES:

2020 AWWA: AWWA-WAS-2020 validated093021.xls

2021 AWWA: AWWA-WAS-2021CA3610012 AC rev2.xlsx

2022 AWWA: FWAS v6.0 release version 2022 - revised.xlsx

2023 AWWA: FWAS-CHINO-2023 VALIDATED (1).xlsx

2024 AWWA: City of Chino CY2024 - Validated Water Audit.xlsx

CWC Section 10608.34 required the State Water Board to develop water loss performance standards for urban retail water suppliers to minimize water waste through system leaks. Water loss performance standards were developed through a rulemaking that became effective in 2023. Under the regulations, each supplier will be required to comply, by 2028, with an individualized volumetric water loss standard based on real loss, using the economic model developed by the State Water Board and the supplier's own unique data. Real loss is the physical loss of water from water distribution systems, as opposed to apparent losses, which are revenue losses due to meter inaccuracies, billing errors, or unauthorized consumption. A supplier's baseline water loss is calculated as the average water loss from at least three of the four water loss audits from 2017 – 2020. The real water loss performance standard is based on gallons per service connection per day (gpscd), or gallons per mile of pipe per day (gpmd), depending on how the supplier reports real loss. Post-2028 compliance with volumetric water loss standards will be assessed every three years based on the average of the supplier's real loss from the preceding three years, with an allowed variation of 5 gpscd above the supplier's water loss standard. Apparent loss standards are equal to the baseline apparent loss and compliance is evaluated at the same time as compliance with the Real Water Loss Performance Standard.

Although the compliance period has not yet started, CWC Section 10631 (d)(3)(C) requires water suppliers to provide data in the UWMP to show whether the supplier met its State Water Board water loss performance standard.

Based on data released by the State on January 30, 2026, the City's baseline real water loss is 43.7 gpscd and the real water loss standard is 19.0 gpscd, and the apparent loss standard is the baseline of 8.5 gpscd. As shown in Table 4-3, based on the most recent water loss audit

from 2024, the City has not yet met the real water loss performance standard, but is working toward that goal by 2028. Section 9 discusses the City's programs to assess and manage distribution system real loss.

Table 4-3- Progress Towards 2028 Water Loss Standard

Public Water System ID # Reported in Submittal Table 2-1 R	CA3610012
Did the Water Board Calculate a Water Loss Standard for this Public Water System?	Yes
2028 Real Water Loss Standard per Unit per day	19
Units for Real Water Loss	gpscd
Number of Units	23,052
Volume of Total Real Loss (from AWWA Water Loss Audit)	1,038
Real Water Loss Per Unit per Day	40.2
2028 Apparent Water Loss Standard per Unit per Day	8.5
Units for Apparent Water Loss	gpscd
Number of Connections	23,052
Volume of Total Apparent Loss (from AWWA Water Loss Audit)	201
Apparent Water Loss Per Unit per Day	7.8

4.2.4 Current Water Use

In 2025, the City provided 15,324 AF of water to its customers as shown in Table 4-4.

Table 4-4- Total Potable and Non-Potable Water Use - Retail

Use Type	2025 Actual	
	Potable or Non-Potable	Volume
Single Family	Potable	7,230
Multi-Family	Potable	1,383
Commercial	Potable	2,188
Industrial	Potable	470
Landscape	Potable	2,584
Agricultural	Potable	24
Other (optional)	Potable	44
Distribution System Water Loss	Potable	1,400
Total:		**15,324**

4.2.5 Projected Water Use

The "Making Conservation a California Way of Life" Regulation (CWOL Regulation) establishes unique water budget-based Urban Water Use Objectives (UWUO) for each urban retail water supplier in the State. The CWOL Regulation requires suppliers to calculate an annual UWUO consisting of these core components:

UWUO = Residential Indoor Water Use Budget + Residential Outdoor Water Use Budget + Commercial, Industrial, and Institutional (CII) Dedicated Irrigation Meters (DIM) Outdoor Water Use Budget + Real Water Loss Budget.

Each component has associated water efficiency standards that become increasingly stringent through 2040 as shown in Table 4-5. The key standards are residential indoor GPCD, Landscape Efficiency Factors (LEF), and real water loss measured in gpscd. Annually updated supplier-specific input data is also required for population, climate, landscapes, and real water losses. The UWUO does not include some uses, such as CII indoor use or other uses that are considered "Excluded Demands."

Table 4-5- Water Efficiency Standard by Reporting Period

Year	Residential Indoor GPCD	Residential Outdoor LEF	CII DIMs	Real Water Loss Budget[1]
FY 23/24	55	0.8	Actual Reported "Landscape" Volume	Actual Reported or Budget
FY 25/26	47	0.8	Actual Reported "Landscape" Volume	Actual Reported or Budget
FY 30/31	42	0.8	0.8 LEF (starts July 1, 2028)	Budget (starts July 1, 2027)
FY 35/36	42	0.63	0.63 LEF	Budget
FY 40/41	42	0.55	0.45 LEF	Budget

Note: [1] Budget = City standard for real water loss (gallons per service connection per day) applied to total service connections.

DWR and the State Water Board have developed an annual reporting framework, tools, and guidance for calculating the UWUO and comparing it to the actual use for that year. The State Water Board's "Water Use Objective Exploration Tool" allows users to enter varying efficiency standards and baseline year(s) of input data to calculate and visualize a comparison of historic demand to the UWUO with selected standards. The State Water Board's "Annual UWUO and Water Use Report" tool pre-populates input data and standards for the given reporting year. To

project demands for this UWMP, a demand tool that aligns with the framework, data, and calculations of the State Water Board's tools was used and expanded to allow for forecasting future years' demand considering future efficiency standards, supplier input data, and growth assumptions.

Supplier input data and growth assumptions used in this UWMP for future years are shown in Table 4-6. Projected growth for residential indoor usage is associated with population projections described in Section 3.4. Residential landscape area growth is associated with the historic connections growth rate. The historic landscape area provided by the State in its UWUO tools was divided by the 2025 residential service connections to create a landscape area per connection factor that was applied to future connections to account for growth. CII DIM Landscape connections were assumed to scale with the historic connections growth rate. Excluded demand growth was assumed to scale with the ratio of historic Excluded Demand to the UWUO applied to future UWUO estimates. The real water loss standard is applied to the sum of all projected future connections.

Table 4-6- UWUO Components Growth Assumptions

UWUO Component	City Input Data	Input Data for Growth	Associated Assumption
Residential Indoor	Population	2025-2050 population	See Section 3.4
Residential Landscape	Landscape area & annual climate data	2025 Irrigable Irrigated Residential Landscape Area per Service Connection scaled to future connections.	Historic connections growth rate applied to connections. Historic average climate data from the State is used for future years.
CII DIM Landscape	Water use	Historic Landscape water use per service connection scaled to future connections.	Historic connections growth rate applied to "Landscape" connections.
Real Water Loss	Connections	City standard for Real Water Loss (gpscd) applied to future total connections.	Sum of future connections including UWUO & Excluded Demand categories connections.
Excluded Demand (not included in UWUO but included in total demand)	Water use		Ratio of historic Excluded Demand to UWUO applied to future UWUO estimates.

Future efficiency standards (see Table 4-5) were applied to existing customer residential population, residential landscaped area, CII landscape usage, and total connections. These

demand components for existing customers are shown to reduce over time as the standards become more stringent. Excluded demands were assumed to grow at the ratio of historic Excluded Demand to the UWUO. The most stringent standards in Table 4-5 for FY 40/41 were applied to all new growth connections for all time periods, recognizing that new construction will comply with efficient building codes. The resulting projected UWUO, excluded demands, and total demands for both existing and new growth connections are shown in Table 4-7 and Figure 4-1.

Figure 4-1- UWUO Projections by Component, AFY

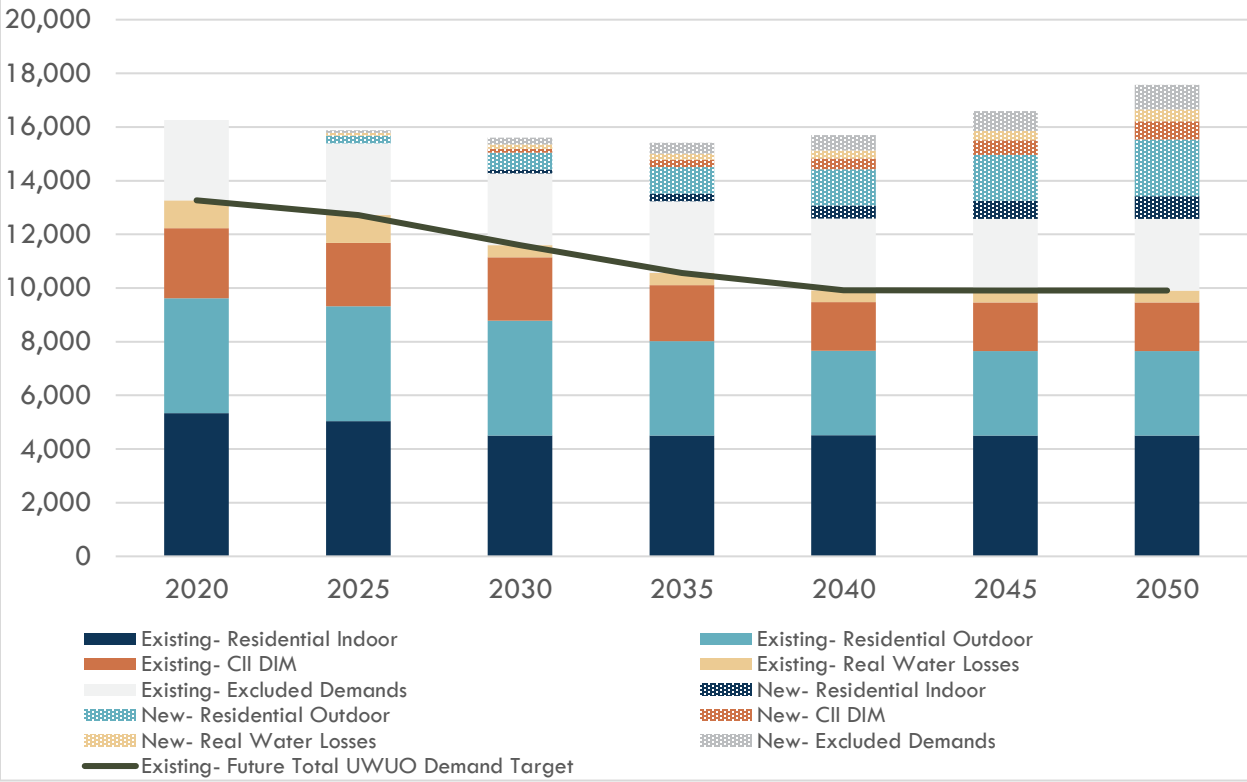


Table 4-7- UWUO Projections by Component, AFY

	2030	2035	2040	2045	2050
Existing- Residential Indoor	4,504	4,504	4,517	4,504	4,504
Existing- Residential Outdoor	4,282	3,511	3,148	3,148	3,148
Existing- CII DIM	2,361	2,091	1,805	1,805	1,805
Existing- Real Water Losses	450	450	451	450	450
Existing- Future Total UWUO Demand Target	11,597	10,556	9,921	9,907	9,907
Existing- Excluded Demands	2,671	2,671	2,671	2,671	2,671
Existing- Total Demand	14,267	13,226	12,591	12,578	12,578
New- Residential Indoor	145	289	486	679	844
New- Residential Outdoor	637	991	1,345	1,699	2,111
New- CII DIM	137	273	410	547	679
New- Real Water Losses	171	232	294	354	440
New- Total UWUO Demand	1,089	1,786	2,535	3,279	4,073
New- Excluded Demands	246	403	572	740	920
New- Total Demand	1,335	2,189	3,107	4,019	4,993
Existing & New- Total UWUO Demand	12,686	12,342	12,455	13,186	13,981
Existing & New- Excluded Demands	2,916	3,074	3,243	3,411	3,590
Existing & New- Total Demand	**15,603**	**15,415**	**15,698**	**16,597**	**17,571**

While the City intends to meet the UWUO, it was also considered that demands may continue in alignment with historic patterns initially and take more time to reach direct alignment with the UWUO. Therefore, demands used for the purposes of supply reliability planning are assumed to trend from a historic baseline pattern downward to the UWUO by 2050.

A historic baseline demand per connection per customer type is used to approximate current "normal" demand patterns representative of a range of conditions for influential factors impacting demand, known as "demand drivers." A key demand driver is rainfall. Ideal baseline years incorporate impacts of dry and wet years since demand typically fluctuates with rainfall due to the need for more irrigation in dry years and less in wet years. For this UWMP, a baseline period of 2021-2025 is used, which captures one average year, two wet years, and two dry years. Using demands in these years, a baseline water use was established for each connection type, then reduced at a constant rate to meet the UWUO water use for that connection type by 2050.

Figure 4-2 shows the UWUO and the baseline trend to the UWUO projection scenario and

Table 4-8 presents the projected demand by customer type through 2050 for this UWMP.

Figure 4-2- Historic and Projected Demand, AFY

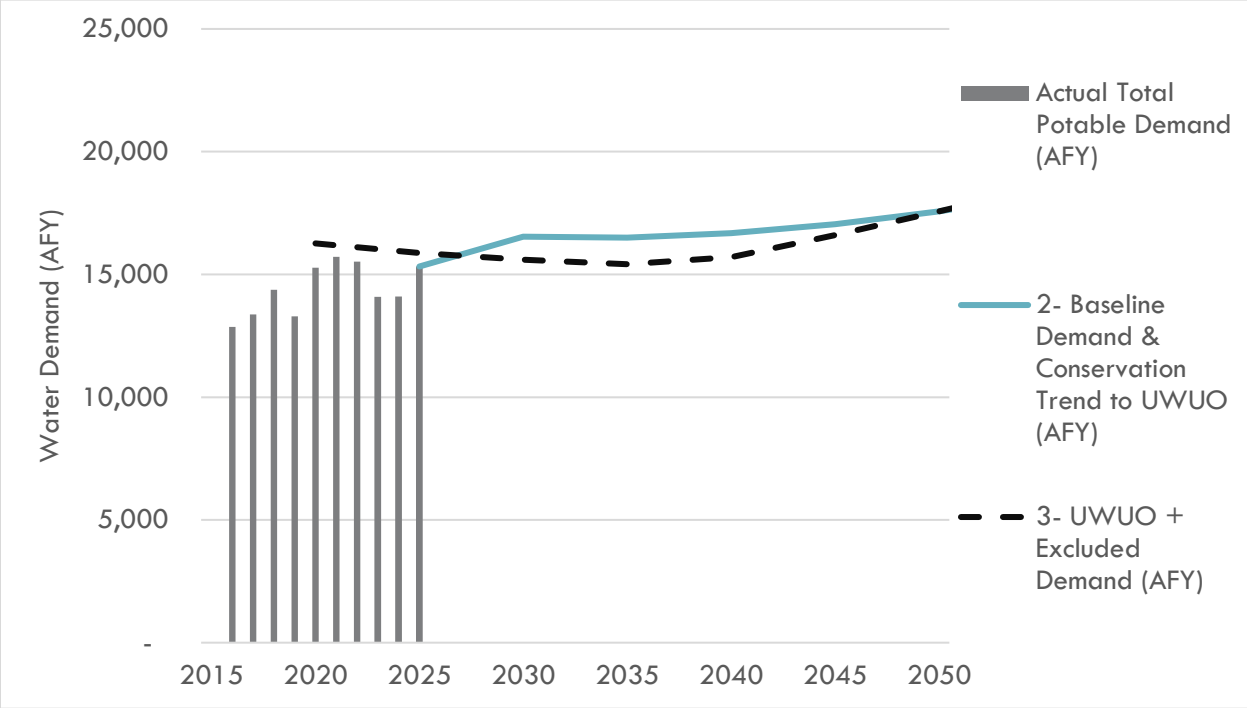


Table 4-8- Projected Potable and Non-Potable Water Use - Retail

Use Type	Additional Description	Projected Water Use					
		Potable or Non-Potable	2030	2035	2040	2045	2050
Single Family		Potable	8,070	8,009	8,070	8,230	8,472
Multi-Family		Potable	1,437	1,371	1,327	1,302	1,292
Commercial		Potable	2,395	2,599	2,803	3,007	3,211
Industrial		Potable	524	554	584	615	645
Landscape		Potable	2,513	2,197	1,966	1,804	1,699
Agricultural		Potable	38	51	64	77	90
Other (optional)		Potable	26	8	(10)	(29)	(46)
Distribution System Water Loss		Potable	1,538	1,705	1,873	2,041	2,208
		Total:	**16,541**	**16,495**	**16,677**	**17,047**	**17,571**

Table 4-7,

Table 4-8, and Table 4-9 satisfy the requirement to include anticipated water conservation savings when developing future demand projections demand estimates for the next 25 years

since they account for water efficiency standards set by the State for the UWUO. The City is complying with and planning for UWUO standards as described in Sections 5 and 9.

4.3 Water Use for Lower-Income Households

Senate Bill 1087 requires that water use projections in a UWMP include projected water use associated with single-family and multi-family residential housing for lower-income households, as identified in the housing elements of any city, county, or city or county within the City's service area. The RHNA establishes housing needs for each jurisdiction over the applicable planning period. SCAG adopted the 6th Cycle RHNA Allocation Plan, which covers the planning period from October 2021 through October 2029 (Southern California Association of Governments, 2021) SCAG's population and household projections inform the RHNA Allocation Plan and are used in the determination and allocation of housing needs, including lower-income housing, for individual jurisdictions. The population projections in this UWMP are based on SCAG projections for the service area and therefore also incorporate the lower-income housing projections. The projected demands in this UWMP represent water use from all future growth and are inclusive of water use for lower income households.

Table 4-9- Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	Yes
Are Lower Income Residential Demands Included in Projections?	Yes

4.4 Climate Change Considerations

Future demand and use of supply sources may be affected by climate change.

"Projections of climate change in California indicate a further intensification of wet and dry extremes and shifting temperatures that can…affect both water use and supplies. Extreme and higher temperatures can lead to increases in water use…Projections of more frequent, severe, and prolonged droughts could lead to not only less surface water available but also exacerbating ongoing stressors in groundwater basins across the state" (State of California Department of Water Resources, 2021).

Higher temperatures decrease the amount of water available for groundwater recharge and for surface water sources while increasing water use, especially for outdoor use. Reductions in future supply due to impacts associated with climate change were considered as part of the projected supply discussed in Section 6 and Section 7. Impacts to future water use patterns due to climate change factors were considered as part of the demand projections provided in Section 4.

5 SBX7-7 Compliance & Future Water Use Efficiency Requirements

This section describes compliance with the Water Conservation Act of 2009, also known as Senate Bill 7 of Special Extended Session 7 (SBX7-7). The section demonstrates compliance with the 2020 SBX7-7 target and discusses future water use efficiency requirements.

IN THIS SECTION

- Compliance and Future Water Use Efficiency Requirements

5.1 Compliance and Future Water Use Efficiency Requirements

SBX7-7 was incorporated into the UWMP Act in 2009 and required that all water suppliers increase water use efficiency with the overall goal to decrease per-capita water consumption within the state by 20 percent by the year 2020.

SBX7-7 required DWR to develop certain criteria, methods, and standard reporting forms through a public process that water suppliers could use to establish their baseline water use and determine their water conservation targets. SBX7-7 and DWR's Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (State of California Department of Water Resources, 2021) specify methodologies for determining the baseline water demand, 2015 interim urban water use target, and the 2020 urban water use target for the City as described in the 2020 UWMP. This section also demonstrates that the City achieved its 2020 water use target.

Table 5-1 below establishes the City's 2020 actual and 2020 target GPCD. As shown, the City met its 2020 target. Most recently, in 2025, the water use was 143 GPCD, which is well below the 2020 target of 189 GPCD.

Table 5-1- SBX7-7 2020 Target Progress

2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?
189	169	Yes

New water use efficiency standards from the CWOL Regulation supersede SBX7-7 standards. In 2018, two policy bills were enacted by the California Legislature, Assembly Bill 1668 (AB1668, 2018) and Senate Bill 606 (SB606, 2018), collectively referred to as the "2018 Water Conservation Legislation." Based on the 2018 Water Conservation Legislation, related legislation, and subsequent adoption of the CWOL Regulation, each urban retail water supplier must comply with its UWUO. DWR and the State Water Board have developed a reporting framework for calculating the UWUO and compliance annually with efficiency standards becoming increasingly stringent through 2040.

The demand projections in this UWMP are based on the City meeting its estimated future UWUO, as described in Section 4.2.5 in order to plan and implement necessary demand management measures (described in Section 9) to support meeting the UWUO. Demand Mitigation Measures and UWUO compliance planning enhance resiliency for drought and other water shortage conditions as described in Sections 7, 8, and 9.

6 Water Supply Characterization

This section describes and quantifies Chino's current and projected potable and non-potable water supplies. It provides a narrative description of each supply source and quantifies the supply availability for each supply source identified.

IN THIS SECTION

- Water Supply Analysis Overview
- Water Supply Characterization
- Energy Intensity

6.1 Potable Water Supply Sources

The City currently produces groundwater from the Chino Basin. The City's share of the Operating Safe Yield is 7.357 percent (Watermaster, November 21, 2024). Over the past ten years, the City has produced an average of 5,446 AFY from the Chino Basin, meeting the remainder of demands with purchased water. Table 6-1 shows production for the last five years. The City's production in 2025 and projected production from the Chino Basin, over the next 25 years in five-year increments, is provided in Table 6-9.

Table 6-1- Groundwater Volume Pumped - Retail

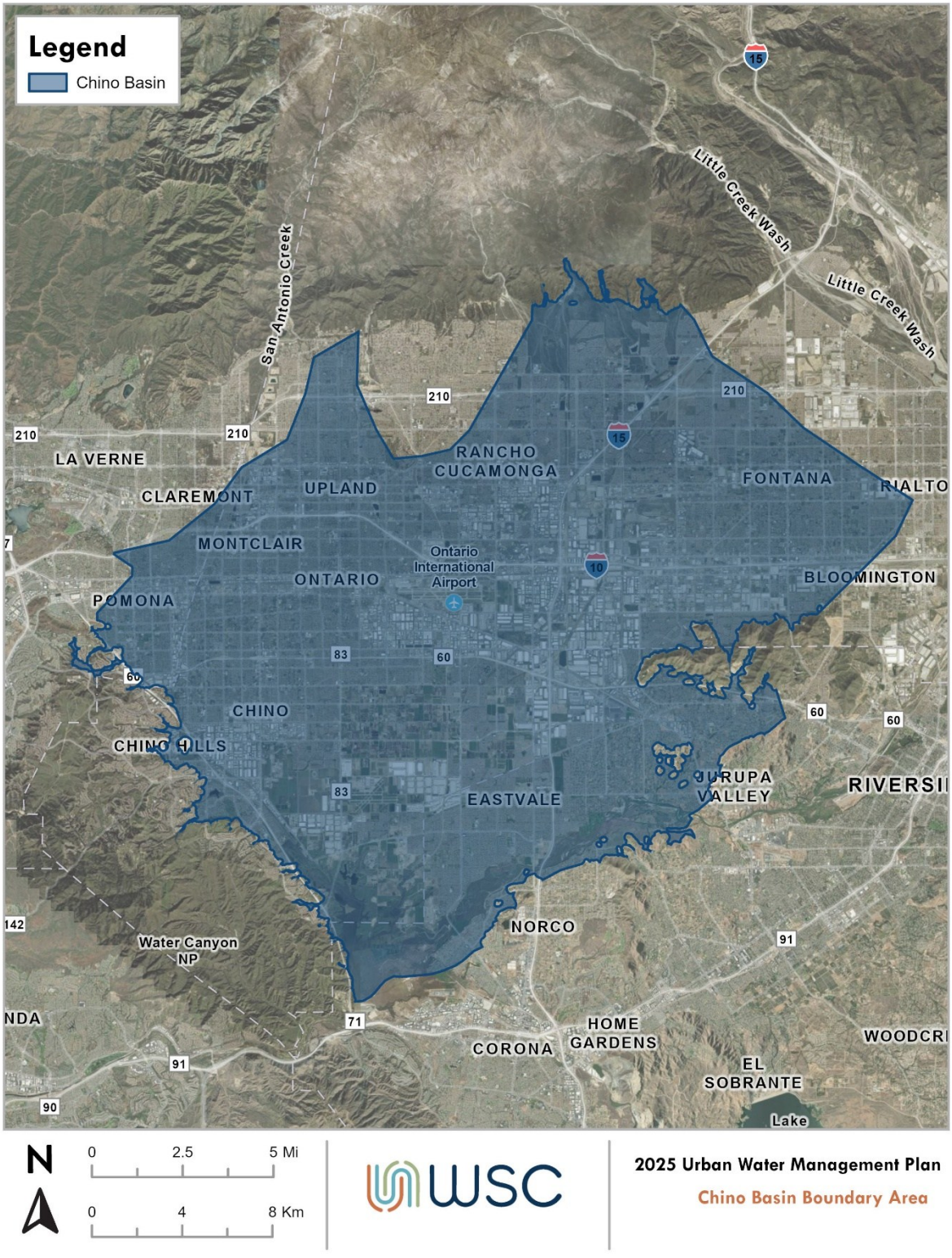
Groundwater Type	Potable or Non-Potable	Location or Basin Name	2021	2022	2023	2024	2025
Alluvial Basin	Potable	Chino Basin	6,133	6,193	5,569	5,858	6,186
Total:			**6,133**	**6,193**	**5,569**	**5,858**	**6,186**

6.1.1.1 Description

The Chino Basin is located within the Upper Santa Ana Valley within San Bernardino County and is bounded on the east by the Rialto-Colton fault; on the southeast by the contact with impermeable rocks forming the Jurupa Mountains; on the south by impermeable rocks of the Puente Hills and by the Chino fault; on the northwest by the San Jose fault; and on the north by the impermeable rocks of the San Gabriel Mountains and by the Cucamonga fault. The location of the Chino Basin is provided in Figure 6-1. The surface area of the Chino Basin is approximately 154,000 acres (or 240 square miles). The San Antonio Creek and Cucamonga Creek drain the Chino Basin area southward and flow into the Santa Ana River. Pursuant to DWR Bulletin 118 (for Basin Number 8-2.01), the Chino Basin is a subbasin of the Upper Santa Ana Valley Groundwater Basin and has a total storage capacity of approximately 5,000,000 AF.

The water-bearing units in the Chino Basin include Holocene and Upper Pleistocene alluvium. This Holocene alluvium consists mainly of alluvial-fan deposits, with maximum thickness of 150 feet that are most coarse in and near the mouths of the canyons and are finer away from canyon mouths in the southern part of the Chino Basin. The Pleistocene alluvium is exposed mainly in the northern part of the subbasin and supplies most of the water to wells located within the Chino Basin. The Pleistocene alluvium is about 600 to 700 feet thick throughout most of the Chino Basin. The alluvium contains interfingering finer, alluvial-fan deposits and coarser, fluvial deposits.

Figure 6-1- Chino Basin Boundary Area



6.1.1.2 Sustainable Groundwater Management Act

Pursuant to the Sustainable Groundwater Management Act of 2014 (SGMA), the Chino Basin was named as an adjudicated groundwater basin and is exempt from the requirements of developing a groundwater sustainability plan and subsequently was designated a very-low-priority basin in DWR's 2019 SGMA Basin Prioritization report. In compliance with SGMA, the Chino Basin Watermaster submits its Annual Report to DWR.

6.1.1.3 Adjudication

The Chino Basin was adjudicated under the Chino Basin Judgment, entered on January 27, 1978, by the Superior Court for the County of San Bernardino. A link of the Chino Basin Judgment is provided in Appendix F. The Chino Basin Watermaster was created by the Judgment to administer the provisions of the Judgment as an arm of the Court.

The Chino Basin Judgment originally established a Safe Yield for the Chino Basin of 140,000 AFY. The Safe Yield is typically recalculated every 10 years and is defined in the Chino Basin Judgment as "the long-term average annual quantity of ground water (excluding replenishment of stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Chino Basin under conditions of a particular year without causing an undesirable result". Pursuant to the most recent Safe Yield reset effective in 2020, the Safe Yield for the Chino Basin is currently 131,000 AFY (effective July 1, 2020, to June 30, 2030).

In April 2017, a Court Order regarding the Safe Yield of the Chino Basin (2017 Safe Yield Court Order) was issued, which caused the Safe Yield to be recalculated in 2025. The 2017 Safe Yield Court Order also required changes to the Safe Yield Reset methodology. The methodology was updated in 2022, and the 2025 Safe Yield Reset process began in 2023. The 2025 Safe Yield Reset is not final, so for purposes of this UWMP, the Safe Yield for the Chino Basin is based on the currently effective value of 131,000 AFY. Additional information on the 2025 Safe Yield Reset is available on the Chino Basin Watermaster website (https://www.cbwm.org/pages/syrm/).

The Chino Basin Judgment's allocation of the Safe Yield includes three separate Pools:

1. Overlying Agricultural Pool (farmers, State of California, and other minimal producers).
2. Overlying Non-Agricultural Pool (businesses and industries).
3. Appropriative Pool (cities, agencies, and other water suppliers, including Ontario).

As of July 2020, the Safe Yield is allocated among these three pools at 82,800 AFY to the Overlying Agricultural Pool, 7,366 AFY to the Overlying Non-Agricultural Pool, and 40,834 AFY to the Appropriative Pool. The portion of the Safe Yield allocated to the Appropriative Pool is called the Operating Safe Yield (OSY).

The City is a member of the Appropriative Pool. Per the Judgment, the City has appropriative rights to 7.357 percent of the OSY. With an OSY of 40,834 AF, the City's current appropriative right is approximately 3,004 AFY.

Appropriators who are Parties to the Chino Basin Judgment are authorized to produce groundwater in excess of their rights. For any groundwater produced in excess of their rights, Appropriators pay assessments to the Chino Basin Watermaster, which are used to purchase water to replenish the Chino Basin. The Chino Basin Watermaster purchases water from MWD through IEUA and/or Three Valleys Municipal Water District (TVMWD), on behalf of the Parties, to replenish the Chino Basin. Occasionally, Watermaster has purchased water from storage accounts from parties within the Chino Basin.

In addition to the water rights described above, the City has rights to groundwater held in the Chino Basin as described below:

Land Use Conversion

When land is converted from agricultural to urban use, water rights are permanently transferred from the Overlying Agricultural Pool to the Appropriative Pool. As of FY 2024-2025, the City receives 158.440 AFY of pumping rights from land use conversions. Land use conversions assign the increase in Appropriative Pool rights to the party whose sphere of influence includes the converted land, thus the City's rights come to a total of 9,749.234 AF.

Annual Unused Overlying Agricultural Pool Rights

The Chino Basin Watermaster also reallocates the unused portion of the Chino Basin Safe Yield from the Overlying Agricultural Pool to the Appropriative Pool members' rights in any year. These transfers are permanent if agricultural land has been converted to non-agricultural use (described above), or temporary if agricultural pool extractions are less than their share of the Safe Yield. Because these rights are not permanent, they are not included in Chino Basin rights in this UWMP.

Groundwater Storage Accounts

The City has rights to store water in the Chino Basin through the Appropriative Pool. The City holds water in both Excess Carryover accounts and Local Supplemental accounts. As of June 30, 2025, the City has 124,152.2 AF in storage. Storage account mechanisms are described in Section 6.1.1.4.

6.1.1.4 Adjudication

6.1.1.4.1 Chino Basin Optimum Basin Management Program

In 2000, the Chino Basin Watermaster developed the Chino Basin Optimum Basin Management Program (OBMP). The OBMP was developed in a collaborative process that identified the needs of the stakeholders, described the physical state of the basin, defined a set of management goals, identified impediments to these goals, and established a series of actions that would remove these impediments and achieve the management goals. The goals identified in the OBMP included: (1) Enhance Basin Water Supplied; (2) Protect and Enhance Water Quality; (3) Enhance Management of the Basin; and (4) Equitably Finance the OBMP.

The OBMP defines nine Program Elements which were incorporated into the OBMP Implementation Plan as part of the Court-ordered Peace Agreement (2000):

- Program Element 1 - Develop and Implement Comprehensive Monitoring Program.
- Program Element 2 - Develop and Implement Comprehensive Recharge Program.
- Program Element 3 - Develop and Implement a Water Supply Plan for Impaired Areas.
- Program Element 4 - Develop and Implement Comprehensive Groundwater Management Plan for Management Zone 1.
- Program Element 5 - Develop and Implement Regional Supplemental Water Program.
- Program Element 6 - Develop and Implement Cooperative Programs with the Regional Board and Other Agencies to Improve Basin.
- Program Element 7 - Develop and Implement Salt Management Plan.
- Program Element 8 - Develop and Implement Groundwater Storage Management Program.
- Program Element 9 - Develop and Implement Storage and Recovery Programs.

The “Peace Agreement” (2000) and the “Peace II Agreement” (2007) are agreements among the Parties that allow the implementation of the OBMP and guide the management of the Chino Basin, including the construction and operations of the Desalters, hydraulic control of the Basin, groundwater production and replenishment for the Desalters, yield accounting and recharge.

6.1.1.4.2 Chino Basin Storage Management Plan

The Peace Agreement (2000) establishes rules and regulations, standard storage agreements, and related forms for storage in the Chino Basin. Since 2000, Chino Basin Watermaster administers groundwater storage in the Chino Basin pursuant to the storage management plan described in Program 8 of the 2000 OBMP.

There are five types of storage accounts: Excess Carryover, Local Supplemental-Recycled, Local Supplemental-Imported, Pre-2000 Quantified Supplemental, and Storage and Recovery.

- Excess Carryover account – includes a Party’s unproduced rights in the Safe Yield (Safe Yield for Overlying Non-Agricultural Pool Parties and OSY for Appropriative Pool Parties) and Basin Water purchased or transferred from other Parties.
- Local Supplemental Water account (recycled and imported)– includes any imported and/or recycled water that is recharged by a producer and similar water acquired from other Parties.
- Pre-2000 Quantified Supplemental Account (same function as Local Supplemental Water Account).
- Storage and Recovery account – holds Supplemental Water (imported or recycled) and is intended to provide a broad and mutual benefit to the Parties of the Judgment.

The City has Excess Carryover and Local Supplemental accounts. The City also participates in the Dry Yield Year (DYY) Program, which is currently the only Storage and Recovery Program in the Chino Basin.

6.1.1.4.3 Dry Year Yield Program

MWD's Dry-Year Yield Program (DYYP) is the only active Storage and Recovery Program in Chino Basin. This program is a water exchange as discussed in Section 6.5.1.

6.1.1.4.4 Groundwater Clean-up

Groundwater in areas of the Chino Basin is currently contaminated with Perchlorate and Volatile Organic Compounds (VOCs), including 1,2,3-Trichloropropane (1,2,3-TCP), trichloroethylene (TCE), and perchloroethylene (PCE). In addition, nitrates and total dissolved solids (TDS) concentrations in areas of the Chino Basin exceed drinking water quality standards. Wellhead treatment is necessary in these areas to allow delivery of the groundwater for potable purposes.

6.1.2 Chino Desalter Authority

The City purchases treated Chino Basin groundwater from the Chino Basin Desalter Authority (through the "Amended and Restated Water Purchase Agreement, January 1, 2011" contract between the City and CDA).

The City's current contract entitlement is 5,000 AFY. Over the past ten years, the City has purchased an average of 4,967 AFY from CDA.

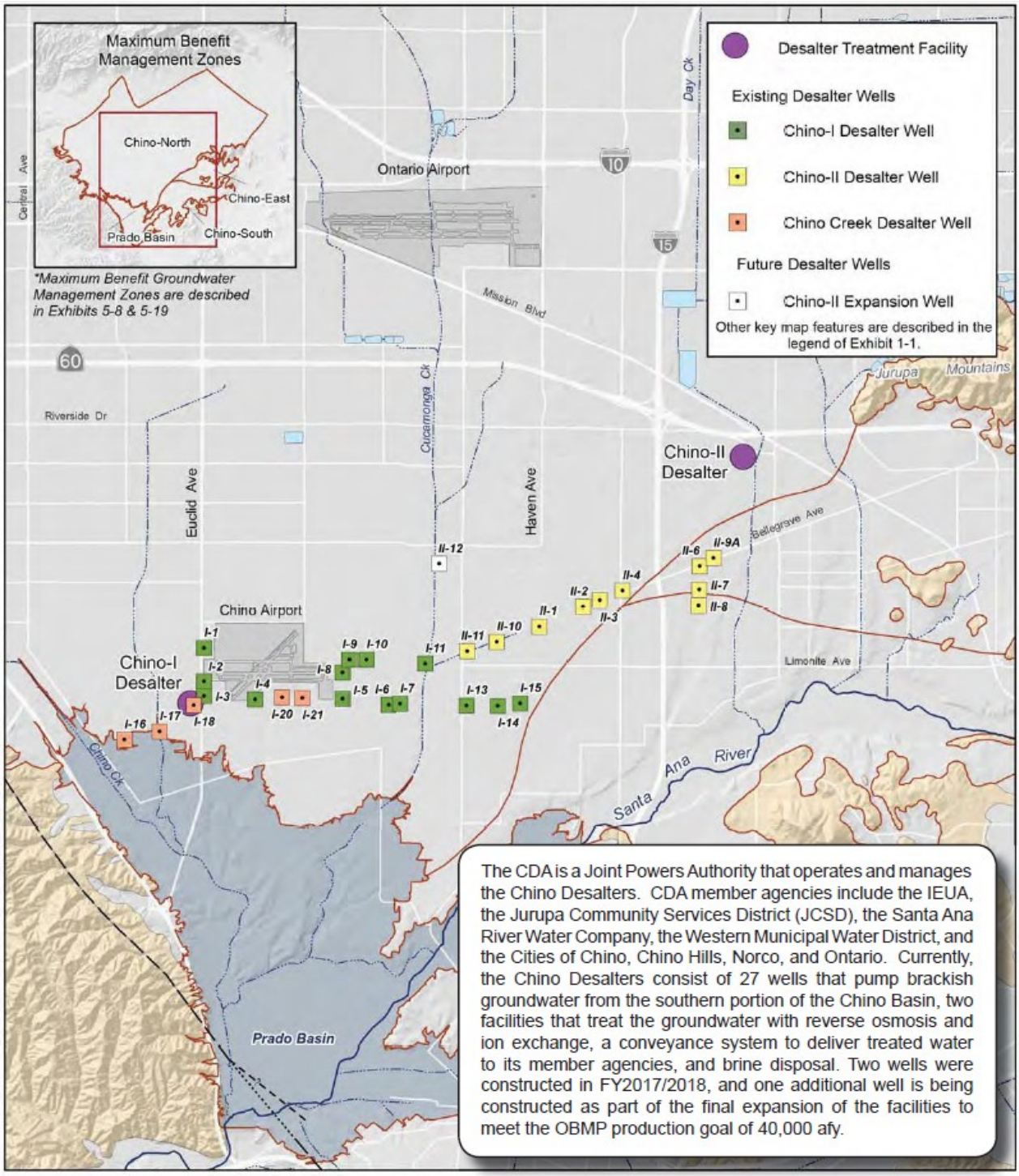
The City's purchases in 2025 and projected purchases from CDA over the next 25 years, in five-year increments, are provided in Table 6-9.

6.1.2.1 Agreement

On September 25, 2001, the Chino Basin Desalter Authority was formed under a Joint Exercise of Powers Agreement (JPA) to remove salts from brackish groundwater extracted from the lower Chino Basin. The area which receives water supplies from CDA is 304 square miles. A map showing CDA Desalter facilities and associated wells is provided in Figure 6-2.

CDA removes salts from brackish groundwater extracted from the lower Chino Basin through the Chino I and II Desalter facilities. The Chino I Desalter is located in the City of Chino and commenced operation in 2001 and was expanded in 2005 to have a total capacity of 14.2 million gallons per day (MGD). The Chino I Desalter includes reverse osmosis, ion exchange, and air stripper treatment for treating brackish water and removing nitrate and VOCs. The Chino II Desalter is located in Jurupa Valley and began operation in 2006 and was expanded in 2011 and again in 2017 to have a total capacity of 33 MGD. The Chino II Desalter includes reverse osmosis and ion exchange treatment for treating brackish water and removing nitrate. Following the expansion, CDA constructed the Concentrate Reduction Facility in 2017, which utilizes chemical softening to remove the limiting foulants (specifically, calcium and silica) from the reverse osmosis concentrate. CDA completed the South Archibald Plume Project in 2021 which included a new well to produce groundwater contaminated with TCE, conveyance to the Chino II Desalter, and air stripping treatment.

Figure 6-2- Location of CDA Facilities



Source: (Chino Basin Optimum Management Program, 2018)

Treated water is distributed to CDA's member agencies which include the City of Chino, City of Chino Hills, City of Norco, City of Ontario, Inland Empire Utilities Agency, Jurupa Community

Services District, Santa Ana River Water Company, and Western Municipal Water District which provide water service within Riverside County and San Bernardino County. The OBMP included a long-term goal to produce 40,000 AF from the Chino Basin annually for the purpose of groundwater cleanup and hydraulic control of contaminant migration into the Santa Ana River, and to prevent loss of beneficial water for use in the basin.

A portion of the production is in-lieu of those CDA member agencies producing an equal amount of groundwater from their own groundwater wells using their individual water rights. An additional portion of the production is temporarily assigned as "controlled overdraft." Pursuant to the Chino Basin Judgment, a total of 200,000 AF was authorized for controlled overdraft between the period of 1978 through 2017. In 2007, the Peace II Agreement was adopted to establish measures for achieving hydraulic control of the Chino Basin. One of the measures put forth included increasing the authorized controlled overdraft to 600,000 AF. This is a 400,000 AF increase from the original 200,000 AF authorized in the Chino Basin Judgment and is available for utilization until December 31, 2030, per the Peace II Agreement. For the balance of the production, the Chino Basin Watermaster levies an annual Replenishment Assessment to purchase replenishment water to replace that overproduced water. Each of CDA's member agencies is responsible for paying a Replenishment Assessment for their purchases in excess of their respective water rights allocated to the program.

6.1.3 Water Facilities Authority

The City purchases treated, imported water supplies from WFA. Over the past ten years, the City has purchased an average of 3,902 AFY from WFA. The City's purchases in 2025 and projected purchases from WFA over the next 25 years, in five-year increments, are provided in Table 6-9.

6.1.3.1 Agreement

The City purchases treated, imported surface water from WFA through the "Second Revised and Restated Installment Purchase Agreement Relating to Water Facilities Authority Water Treatment Plant and Refunding of Outstanding Refunding Certificates of Participation, September 1, 1997" contract between the City and WFA (see Appendix G). On February 19, 1980, WFA was formed under a JPA to acquire and construct facilities to supply and distribute potable water to its member agencies. WFA's service area is located within Chino Basin's boundaries in the western portion of San Bernardino County. WFA's member agencies include the Cities of Chino, Chino Hills, Ontario, Upland, and the Monte Vista Water District. The area which receives water supplies from WFA is approximately 148 square miles.

WFA purchases untreated imported water from MWD of Southern California through Inland Empire Utilities Agency. WFA owns and operates the Agua de Lejos Treatment Plant located in the City of Upland. The Agua de Lejos Treatment Plant is a conventional surface water treatment facility that treats and disinfects imported water supplies. The Agua de Lejos Treatment Plant began operating in 1988 and has a treatment capacity of 81 MGD. The City has rights to 0.5 MGD of the Agua de Lejos supply.

6.1.4 City of Ontario

The City has purchased water supplies from the City of Ontario and the City of Upland through an emergency intertie. Purchases from Ontario and Upland are not a part of the City's normal supply plan and are not included in the supply projections.

6.1.5 Surface Water

The City does not directly use surface water to meet its water demands.

6.2 Stormwater

The City does not directly use stormwater to meet its water demands.

6.3 Wastewater and Recycled Water

6.3.1 Wastewater Collection, Treatment, and Disposal

Wastewater generated by the City is treated by IEUA. IEUA provides sewage utility services to seven contracting agencies including the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and Cucamonga Valley Water District. Wastewater is collected within the City's local sewer collection system. The City's local sewers tie into IEUA's regional trunk sewers, including 90 miles of regional sewage interceptors. The regional sewer lines deliver wastewater to one or more regional plants owned by IEUA for treatment. IEUA owns and operates five regional water recycling plants:

- Regional Water Recycling Plant No. 1 (RP-1) has a treatment capacity of 44 MGD.
- RP-2 does not have any liquid treatment processes and does not produce any recycled water.
- RP-4 has a treatment capacity of 14 MGD.
- RP-5 has a treatment capacity of 15 MGD.
- Carbon Canyon Water Recycling Facility (CCWRF) has a treatment capacity of approximately 9.5 MGD.

Wastewater is treated through various processes including preliminary screening, grit removal, primary clarification, secondary treatment, tertiary treatment, dechlorinating, solids thickening, anaerobic digestion, and dewatering. With the exception of RP-2, the regional plants can produce tertiary-treated, Title 22-quality recycled water.

The locations of IEUA's regional plants are provided in Figure 6-3 below. Wastewater collected by the City in 2025 is provided in Table 6-2, and wastewater treatment and end uses is provided in Table 6-3.

Figure 6-3- Location of IEUA Regional Water Recycling Plants

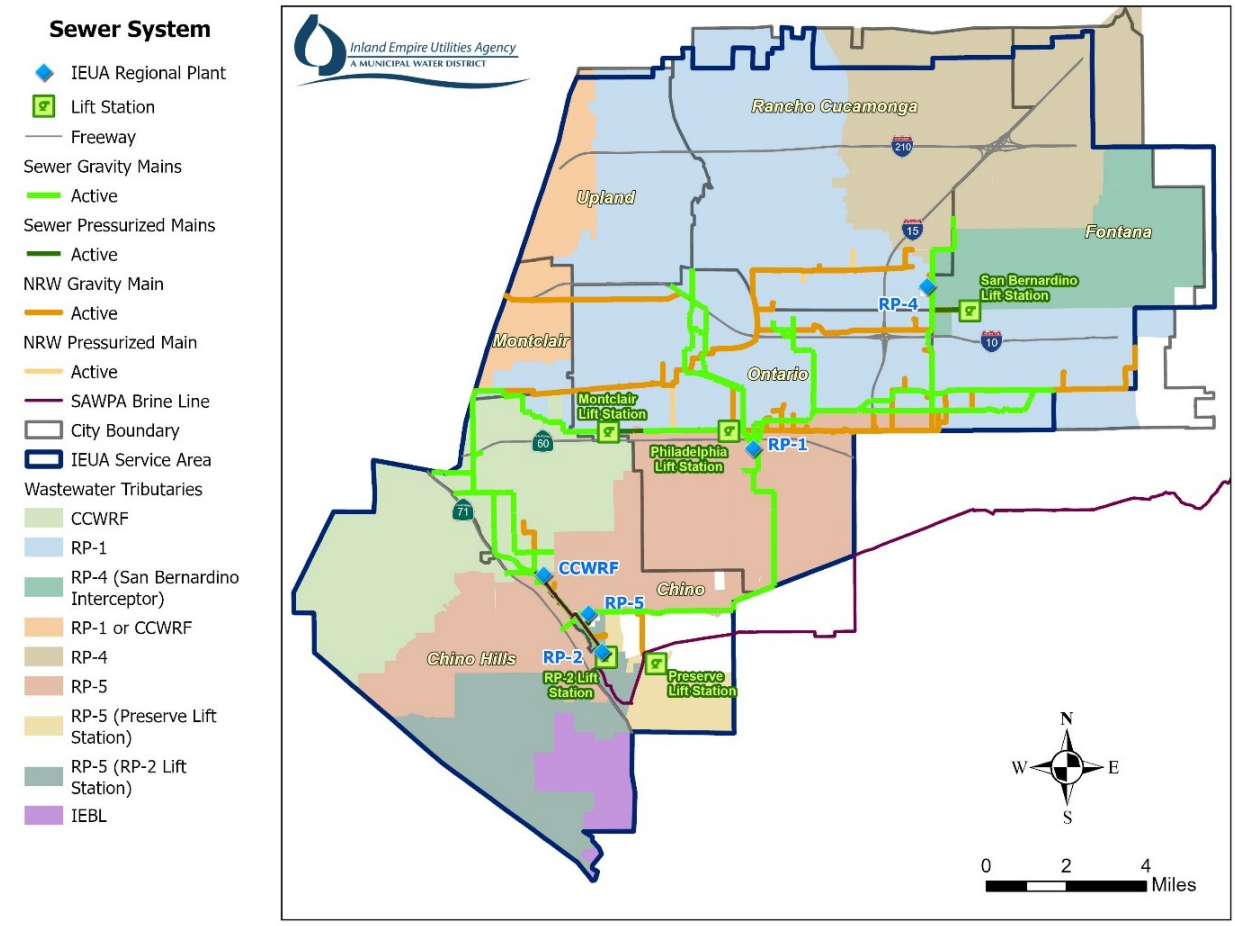


Table 6-2- Wastewater Collected Within Service Area in 2025

Wastewater Collection		Recipient of Collected Wastewater		
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
IEUA	Estimated	3,453	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	0	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	3,187	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
Total Wastewater Received from UWMP Service Area in 2025:		**6,641**		

Note: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

Table 6-3- Wastewater Treatment and End Uses in 2025

Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area?	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R)	Total 2025 Volume of Water Treated	2025 Outcomes of Treated Wastewater					
				Water Recycled Within UWMP Service Area	Water Recycled Outside of UWMP Service Area	Effluent Discharge that is not a Permitted Recycled Water Use	Required Discharge for Instream Flow	Delivered to Another Entity for Additional Treatment	
				Volume	Volume	Volume	Volume	Volume	Name of other entity
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,453	3,453	1,806	480	1,168			
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	0	0	0	0	0			
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,187	3,187	1,702	439	1,047			
Total:		**6,640**	**6,640**	**3,508**	**918**	**2,215**			

Note: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

6.3.2 Recycled Water System

The City's recycled water supplies are produced by IEUA. Over the past ten years, recycled water demands within the City have averaged approximately 5,238 AFY.

IEUA owns and operates the CCWRF, which is located within the City and produces recycled water serving Chino and other IEUA member agencies. The City purchases recycled water from IEUA and distributes it through its recycled water system to eligible customers.

Recycled water within the City is primarily used for industrial, landscape irrigation, agricultural, and construction purposes. The City began delivering recycled water in FY 1998-1999 and has expanded its recycled water distribution system since development of The Preserve residential community, College Park with new communities, and the conversion of potable water customers to recycled water over time in coordination with IEUA.

6.3.2.1 Recycled Water Demand and Projected Use

The City uses recycled water for industrial, landscape irrigation, agricultural, and construction purposes and continues to expand recycled water service where feasible. Planned expansions include extending service to additional parks, schools, and commercial landscape areas and retrofitting existing irrigation systems to accommodate recycled water.

Projected recycled water deliveries are based on historical use and anticipated system expansions. Table 6-9 presents current and projected recycled water deliveries through the planning horizon.

The recycled water supply projections shown in Table 6-4 are equal to the City's projected recycled water demand, and IEUA has confirmed that sufficient supply is expected to be available to meet these future direct recycled water demands.

The City's projected recycled water demands over the next 25 years, in five-year increments, are provided in Table 6-9. Table 6-5 compares the 2020 UWMP projected recycled water use for 2025 to the actual 2025 recycled water use.

Table 6-4- Recycled Water Direct Beneficial Uses - Retail

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL):			IEUA					
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL):			Chino					
					Potential Recycled Water Use Volumes			
Use Type	**Potable or Non-Potable**	**Additional Information**	**2025**	**2030**	**2035**	**2040**	**2045**	**2050**
Agricultural irrigation	Non-potable		1,223	1,450	1,300	1,100	900	700
Landscape irrigation	Non-potable		2,166	2,369	2,615	2,887	3,188	3,520
Industrial use	Non-potable		19	21	23	26	28	31
Groundwater recharge Indirect Potable Reuse (IPR)			2,151	2,375	2,622	2,895	3,196	3,529
Other (Description Required)	Non-potable	Hydrant meter	96	100	105	110	115	120
Subtotal Potable								
Subtotal Non-Potable			**3,504**	**3,940**	**4,043**	**4,123**	**4,231**	**4,371**
Total			**5,655**	**6,314**	**6,665**	**7,018**	**7,427**	**7,900**

Table 6-5- 2020 UWMP Recycled Water (RW) Projection Compared to 2025 Actual - Retail

Use Type	2020 Projection for 2025	2025 Actual Use
Agricultural irrigation	2,197	1,223
Landscape irrigation (exc golf courses)	2,302	2,166
Industrial reuse		19
Groundwater recharge (IPR)		2,151
Other (Description Required)		96
Total:	**4,500**	**5,655**

6.3.2.2 Actions to Encourage and Optimize Future Recycled Water Use

The City plans to continue to increase delivery capacity and expand the recycled water system to serve additional customers. Any additional recycled water supplies that can offset imported water purchases will make projects more viable. Consequently, the economic value of a recycled water system continues to increase. The City is evaluating potential methods, including the viability of making conversion to recycled water mandatory for those customers with non-potable supplies that are in proximity to an existing or planned recycled water pipeline, to expand future recycled water use. These potential methods are tabulated in Table 6-6 but expected increases in recycled water use are unknown at this time.

Table 6-6- Methods to Encourage Future Recycled Water Use

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
Retrofits	Retrofit landscape irrigation systems	Ongoing	0
Recycled Water Distribution System Expansion	Expand existing recycled water distribution system	Ongoing	0
		Total	**0**
		Unit Conversion to AF	

6.4 Desalinated Water Opportunities

The City purchases desalinated brackish groundwater from CDA as described in Section 0. Additional production of desalinated brackish groundwater from the Chino Basin is not anticipated since there are no additional regulatory or judicial drivers for desalination outside of the current scope of CDA, and new production from the Chino Basin could be placed where water quality is favorable.

Desalination of ocean water is not practical currently due to distance from the ocean.

6.5 Water Exchanges and Transfers

6.5.1 Exchanges – Dry Year Yield Program

The DYYP is a groundwater storage and recovery program where supplemental water is stored in the Chino Basin during surplus years and recovered in dry years in-lieu of imported water from MWD through IEUA. The DYYP allows maximum use of imported water supplies available during wet years and stored groundwater in the Chino Basin during dry years. The DYYP can store up to 100,000 AF with maximum replenishment of 25,000 AFY and maximum extraction of 33,000 AFY. At the end of FY 2024-2025, there was approximately 64,000 AF within the DYYP account. The agreement that authorized the DYYP will expire in 2028 and is not planned to be extended, so it is anticipated that MWD will recover all its water stored under the DYYP Program by 2028.

When the City is required to extract MWD's stored water, MWD pays for the operation and maintenance costs, and the City pays MWD (through IEUA) the full-service water rate. The City can use the DYYP facilities to meet its normal water demands during other periods but is responsible for the cost of well operation and maintenance.

The program allows the City to be less reliant upon imported water supplies. The additional groundwater capacity allows the City to increase the percentage of groundwater supply used to meet peak demands.

6.5.2 Transfers

The City may assign, lease, or sell rights to produce Chino Basin Water per the Chino Basin Peace Agreement, but currently has no active transfer programs.

6.5.3 Emergency Interties

The City has emergency interties with other water agencies that provide for short-term emergency water supplies. Emergency interconnections are distribution system interconnections between water agencies for use during critical situations where one system or the other is temporarily unable to provide sufficient potable water to meet its water demands. An emergency interconnection will allow a water system to continue serving water during critical situations such as local water supply shortages as a result of earthquakes, fires, prolonged power outages, and droughts.

The City has emergency interties with neighboring water agencies that may be utilized in the event of an isolated interruption of water supply and would serve to facilitate mutual aid. Such interties are currently between the City's water system and the water systems owned and operated by the City of Ontario and the City of Upland via WFA. To further increase system reliability, the City may establish additional emergency interties with neighboring water agencies' systems, either directly or indirectly via WFA and/or CDA.

6.6 Supply from Storage

Supply from storage refers to water that was previously stored and later recovered for use during the reporting year. This category applies only to water recovered from its storage accounts in the Chino Basin, which are part of the agency's overall Chino Basin groundwater supplies and are included in the groundwater supply description and projections.

To avoid double counting, only water that was placed into storage in a prior year and recovered during the reporting year is reported as supply from storage. If water is placed into storage and then recovered within the same reporting year, it is not reported as supply from storage because it would already be counted under its original source (for example, purchased or imported water).

6.7 Future Water Projects

The City has completed significant groundwater treatment capacity improvements in recent years, including expansion of the Eastside Water Treatment Facility and construction of the State Street Water Treatment Plant. The additional treatment capacity is reflected in the City's existing baseline groundwater supply and is incorporated into the Chino Basin supply projections presented in this Plan.

Looking forward, the City is planning additional groundwater supply improvements, including the development of new production wells and associated conveyance facilities. Any incremental production capacity associated with these future wells will support long-term system reliability and is incorporated, as applicable, into the groundwater supply projections included in the projections in Table 6-7.

Table 6-7- Expected Future Water Supply Projects or Programs - Retail

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description	Potable or Non-Potable	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier
	Drop Down List (yes/no)	If Yes, Supplier Name					
State Street Water Treatment Plant	No			Potable	2026		6,452 AFY
Well 17	No			Potable	2026		1,774 AFY
Well 16	No			Potable	2026		1,452 AFY
Well 11	No			Potable	2026		2,742 AFY

6.8 Summary of Historical Production and Future Supplies

As discussed in Section 6, the City's water supply sources consist of:

- Groundwater from the Chino Basin.
- Purchased potable water from CDA.
- Purchased treated imported from WFA.
- Recycled water from IEUA.

A tabulation of the City's water supplies in 2025 is provided below in Table 6-8.

Table 6-8- 2025 Water Supplies - Retail

Water Supply	Additional Description (as needed)	2025		
		Potable or Non-Potable	Actual Volume	Total Entitlement (optional)
Groundwater (not desalinated)	Chino Basin	Potable	6,186	
Purchased or Imported Water	CDA Purchase	Potable	5,086	
Purchased or Imported Water	WFA Purchase	Potable	4,052	
Recycled Water	IEUA Purchase	Non-Potable	3,508	
Subtotal Potable			15,324	
Subtotal Non-Potable			3,508	
Total			**18,832**	

Anticipated future supply use through 2050 is presented in Table 6-9. The reliability of these sources of supply is addressed in Section 7.2.3, including during normal years, single dry years, and five-consecutive year droughts.

Table 6-9- Projected Water Supplies - Retail

Water Supply			Projected Water Supply				
Supply	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated)	2030	2035	2040	2045	2050 (opt)
Groundwater (not desalinated)	Chino Basin	Potable	7,669	7,790	8,102	8,573	9,171
Purchased or Imported Water	CDA Purchase	Potable	5,000	5,000	5,000	5,000	5,000
Purchased or Imported Water	WFA Purchase	Potable	3,902	3,200	2,500	1,800	1,200
Recycled Water	IEUA Purchase	Non-Potable	6,314	6,665	7,018	7,427	7,900
Subtotal Potable			16,571	16,692	17,004	17,475	18,073
Subtotal Non-Potable			6,314	6,665	7,018	7,427	7,900
Total:			22,885	23,357	24,022	24,902	25,973

The City's projected reliable water supplies are described in order of reliability and relative contribution to the overall supply portfolio.

Chino Basin Groundwater is the City's primary and most reliable water supply. The Basin is adjudicated and groundwater production is not subject to a fixed annual extraction limit. When extractions are above the agency's rights, it triggers a replenishment obligation (see Section 6.1.1.3). Groundwater is projected to meet the majority of the City's total water demand and provides operational flexibility to address variability in other supplies.

Purchases from CDA are available to the City pursuant to established agreements that define the City's share of desalter production. CDA typically produces a fixed amount of water annually, and the City is under a take-or-pay obligation for this supply. CDA is a reliable and constant component of the City's portfolio, subject to uncommon operational and basin conditions.

Purchases from WFA are typically available in normal years. There is no long-term agreement establishing a fixed entitlement between the City and WFA, and availability is dependent on

MWD's supply reliability. MWD's UWMP reinforces that supplies are available for member agencies during normal years. The variability of imported water supplies in dry years is discussed in Section 7.

Recycled water continues to be used to meet non-potable demands and reduces the need for potable supplies, but it represents a smaller percentage of the City's total water portfolio.

In the event that purchased water supplies from CDA or WFA are reduced or unavailable, the City has the ability to increase groundwater production from the Chino Basin, consistent with replenishment requirements. This structure provides the City with flexibility and supports the conclusion that sufficient supplies are available to meet projected demands throughout the planning horizon.

6.9 Climate Change Effects

Climate change has the possibility of impacting the availability of planned water supplies, particularly during a drought period. Section 0 describes climate change considerations that may affect future demand and supply sources.

Chino's projected use of imported water incorporates MWD's UWMP, which considers climate change to determine the future availability of imported water in dry, wet, and normal years. While climate change is projected to decrease normal year imported water supplies in the future, the MWD UWMP affirms that sufficient imported water supplies are available to meet MWD member agency demands during normal years.

Climate change may impact future local precipitation which may lead to reduced natural recharge of local groundwater basins. Despite this, the Chino Basin is proactively managed to prevent pumpers from needing to reduce supplies. The Chino Basin Watermaster and pumpers participate in the OBMP and participate in and fund recharge efforts, including recycled water, which is resilient to climate change.

Chino has a flexible supply portfolio that includes groundwater, imported water, and recycled water. This diverse water supply portfolio helps the City adapt to different climate change impacts.

6.10 Energy Use

The City has tabulated its energy intensity using readily obtainable energy consumption data obtained from monthly electricity bills from Southern California Edison (SCE) for the whole water system and the corresponding water use data obtained from available water meter readings. The City has reported the energy intensity associated with the water management processes which occur within its operational control. Because the City does not track individual energy usage for each water management process identified above, the City has estimated the energy intensity using the "total utility approach" (i.e., sum of all water management processes). The total energy consumed was approximately 5,335,320 kilowatt-hours (kWh) during FY 2024-2025. Although the total energy consumption reported includes electricity usage for general

administration (e.g., at City Hall), which is not associated with any water management processes, the general administration energy usage is considered negligible compared to overall water system use and has not been netted out.

The total volume of water entering the potable water system was approximately 15,324 AF during FY 2024-2025 and is consistent with the total volume of water provided in Table 4-1.

The total energy intensity associated with the City's water management processes is estimated at 348 kWh/AF. The energy intensity data and calculations based on the "total utility approach" are provided in Table 6-10 below.

The City's water management processes do not include "non-consequential hydropower generation" where the energy generation is not a direct consequence of water delivery (i.e., energy could be generated even if no water was being delivered to water users). In addition, the City's water management processes do not include any substantial "self-generated energy sources" including solar, wind, geothermal, biomass, co-generation, and diesel generator sources.

Table 6-10- Total Utility Approach for Single Water Delivery Products - Energy Reporting

Water Delivery Product drop down list (If delivering more than one type of product use Table O-1C)	Retail Potable Deliveries	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	7/1/2024	Sum of All Water Management Processes	Non-Consequential Hydropower	
End Date of Reporting Period	6/30/2025			
Is upstream embedded energy in the values reported?				
Units of Measure for Water	AF	Total Utility	Hydropower	Net Utility
Volume of Water Entering Process		15,324	-	15,324
Energy Consumed (kWh)		5,335,320	-	5,335,320
Energy Intensity (kWh/vol. converted to MG)		1,068	-	1,068

7 Water Service Reliability

This section describes water service reliability through 2050. As required by the UWMP Act, the assessment must compare total projected water supply and demands over the next 20 years in five-year increments under normal, single dry water years, and multiple dry water years. This section also includes the drought risk assessment (DRA), which provides a snapshot of the anticipated surplus or deficit if a drought were to occur in the next five years.

IN THIS SECTION

- Water Service Reliability Assessment
- Drought Risk Assessment

7.1 Introduction

Water service reliability is determined based on the security of water supply and water infrastructure. Evaluating the water service reliability is critical for water management as it can help identify potential problems before these happen. Water managers can then take proactive steps to mitigate shortages by encouraging water use efficiency, securing new water supplies, and/or investing in infrastructure.

7.2 Water Service Reliability Assessment

Chino's 2025 UWMP water service reliability assessment and DRA results indicate that no water shortages are anticipated within the next 25 years under normal, single dry, and multiple dry water years.

7.2.1 Service Reliability - Constraints on Water Sources

The City's sources of supplies consist of groundwater pumped from the Chino Basin; treated groundwater from the Chino Basin produced by CDA; imported surface water from MWD (through IEUA) which is treated by WFA; and recycled water purchased from IEUA as described in Section 6.

Groundwater from Chino Basin has been previously impacted by contamination. However, the City has developed and implemented appropriate treatment which has been approved by the State Water Board. These groundwater supplies are considered reliable from a water quality and quantity standpoint.

Imported water from MWD through IEUA is untreated surface water. Water quality from MWD relating to supply reliability is addressed separately in MWD's 2025 UMWP.

7.2.2 Service Reliability – Year Type Characterization

In accordance with CWC Section 10635(a), every urban water supplier must provide their expected water service reliability for a normal year, single dry year, and five consecutive dry years for 2030, 2035, 2040, 2045, and optionally 2050.

7.2.2.1 Types of Years

DWR defines these years as:

- **Normal Year:** This condition represents a single year or an averaged range of years that most closely represents the average water supply available. An average was used for this analysis.
- **Single Dry Year:** The single dry year is recommended to be the year that represents the lowest water supply available.
- **Five-Consecutive Year Drought:** The driest five-year historical sequence for the supplier, which may be the lowest average water supply available for five years in a row.

It is anticipated that future demands and supply will fluctuate from average conditions at the rate they did during historic dry conditions. To determine the percentage of demand fluctuation in dry periods, historic rainfall and production were assessed to determine average and dry years. The percentage differences in production for dry years compared to average are shown in Table 7-1.

Table 7-1- Water Supply Reliability Assessment - Retail

Year Type	Base Year	Demand & Supply Changes from Average if Year Type Repeats	
		Volume Available	% of Average
	2012-2025	14,728	100%
Single-Dry Year	2018	14,377	98%
Consecutive Dry Years 1st Year	2012	15,441	105%
Consecutive Dry Years 2nd Year	2013	15,852	108%
Consecutive Dry Years 3rd Year	2014	16,225	110%
Consecutive Dry Years 4th Year	2015	14,578	99%
Consecutive Dry Years 5th Year	2016	12,866	87%

7.2.3 Water Service Reliability – Supply and Demand Comparison

Results of the water supply and demand analysis for normal, single dry, and five-year consecutive drought are shown in the following sections. Based on reliability analyses in MWD, IEUA, CDA, and WFA UWMPs, and Chino Basin rights and management practices described in Sections 6.1 and 7.2.4, Chino expects to meet demands under all water year scenarios and continues to promote conservation to ensure reliability throughout the future.

7.2.3.1 Water Service Reliability – Normal Year

As described previously, Chino's supply portfolio will be managed to meet demand as shown in Table 7-2.

Table 7-2- Normal Year Supply and Demand Comparison - Retail

	2030	2035	2040	2045	2050
Supply totals (autofill from Submittal Table 6-9 R)	16,571	16,692	17,004	17,475	18,073
Use totals (autofill from Submittal Table 4-2 R)	16,571	16,692	17,004	17,475	18,073
Surplus/Shortfall	0	0	0	0	0

7.2.3.2 Water Service Reliability – Single-Dry Year

Table 7-3 summarizes Chino's projected demands and supply over the next 25 years in five-year increments during single dry years. Dry year demands are expected to change from average demands by the percentage of average shown in Table 7-1 and are projected to be met by Chino's available supply.

Table 7-3- Single Dry Year Supply and Demand Comparison – Retail

	2030	2035	2040	2045	2050
Supply Totals	16,177	16,295	16,599	17,059	17,643
Use Totals	16,177	16,295	16,599	17,059	17,643
Surplus/(shortfall)	0	0	0	0	0

7.2.3.3 Water Service Reliability – Five Consecutive Dry Years

Table 7-4 summarizes Chino's projected demands and supply over the next 25 years in five-year increments during five consecutive years of drought conditions. Dry year demands are expected to change from average demands by the percentages of average shown in Table 7-1 and are projected to be met by Chino's available supply.

Table 7-4- Five Consecutive Dry Years Supply and Demand Comparison – Retail

		2030	2035	2040	2045	2050
First Year	**Supply Totals:**	17,374	17,966	18,733	17,298	15,789
	Use Totals:	17,374	17,966	18,733	17,298	15,789
	Surplus/(shortfall)	0	0	0	0	0
Second Year	**Supply Totals:**	17,836	17,966	18,302	18,809	19,453
	Use Totals:	17,836	17,966	18,302	18,809	19,453
	Surplus/(shortfall)	0	0	0	0	0
Third Year	**Supply Totals:**	18,256	18,389	18,733	19,252	19,911
	Use Totals:	18,256	18,389	18,733	19,252	19,911
	Surplus/(shortfall)	0	0	0	0	0
Fourth Year	**Supply Totals:**	16,403	16,523	16,831	17,298	17,890
	Use Totals:	16,403	16,523	16,831	17,298	17,890
	Surplus/(shortfall)	0	0	0	0	0
Fifth Year	**Supply Totals:**	14,476	14,582	14,855	15,266	15,789
	Use Totals:	14,476	14,582	14,855	15,266	15,789
	Surplus/(shortfall)	0	0	0	0	0

7.2.4 Description of Management Tools and Options

As noted in Section 6, the Chino Basin is managed by the Chino Basin Watermaster. During the period of management under the Judgment, significant drought events have occurred. In each drought cycle, the Chino Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, the City will be able to rely on the Chino Basin for adequate supply over the next 25 years under single dry years and a five consecutive year drought periods.

While Chino does not anticipate any shortfall during drought periods, the City is committed to supporting the water reliability of the region overall. Some of the management tools and options

available to Chino for increasing its water supply and reducing water demand have been described within other sections of this document. These tools and options include prioritizing maximizing the use of local water resources and minimizing the need for imported water due to the vulnerability of MWD imported water to climate change impacts such as changing precipitation patterns. Chino also has a robust water use efficiency program detailed in Section 9 that identifies the most effective water use efficiency measures and partnerships for implementation in the region. Additional tools available to the region include water agency interconnections and mutual aid agreements with other local agencies.

7.3 Drought Risk Assessment

CWC Section 10635 (b) requires a DRA. The DRA provides a quick snapshot of the anticipated surplus or deficit if a five-consecutive year drought were to occur in the next five years. The DRA informs the WSCP and can be modified or updated outside of the UWMP five-year plan cycle, so a description of the data, methodology, and basis for shortage conditions must be included in this 2025 UWMP. The DRA evaluates each water supply's reliability and compares available water supplies and projected demands during a five-consecutive dry years scenario. This short-term analysis can help water suppliers foresee undesired risks, such as upcoming shortages, and provide time to evaluate and implement the necessary response actions needed to mitigate shortages in a less impactful manner to the community and environment.

7.3.1 Data, Methods, and Basis for Water Shortage Condition

The DRA builds on the water service reliability analysis from Section 7, which incorporated assessment of historical consumption data by customer class, populated from billing records, and historical supply data by source from production reports. Based on this data, historical demand has never exceeded available supply. For this DRA analysis, normal year demand conditions and five-consecutive year drought supply conditions were considered for 2026-2030.

7.3.2 DRA Water Source Reliability

As described previously, Chino does not anticipate any supply shortages within the next five years as shown in Table 7-5.

Table 7-5- Five-Year Drought Risk Assessment - Retail

2026	Total
Total Water Use:	16,328
Total Supplies:	16,328
Surplus/Shortfall w/o WSCP Action	**0**
2027	**Total**
Total Water Use:	17,031
Total Supplies:	17,031
Surplus/Shortfall w/o WSCP Action	**0**
2028	**Total**
Total Water Use:	17,706
Total Supplies:	17,706
Surplus/Shortfall w/o WSCP Action	**0**
2029	**Total**
Total Water Use:	16,156
Total Supplies:	16,156
Surplus/Shortfall w/o WSCP Action	**0**
2030	**Total**
Total Water Use:	14,476
Total Supplies:	14,476
Surplus/Shortfall w/o WSCP Action	**0**

8 Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) is a detailed plan for how the City of Chino (Chino or the City) intends to act in the case of an actual water shortage condition. This allows for management of a shortage with predictability and accountability.

IN THIS SECTION

- Overview of WSCP Components
- Water Supply Reliability Analysis
- Annual Water Supply and Demand Assessment
- Six Standard Water Shortage Levels
- Shortage Response Actions
- Communication Protocols
- Compliance, Enforcement, and Legal Authorities
- Implementation

8.1 Introduction

The California Water Code (CWC) Section 10632 requires that every urban water supplier shall prepare and adopt a standalone WSCP as part of its Urban Water Management Plan (UWMP). The WSCP is developed independently of Chino's 2025 UWMP and can be amended, as needed, without amending the UWMP.

The WSCP is a strategic plan that Chino uses to prepare for and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when the water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands. The WSCP serves as the operating manual that Chino will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages.

The WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. This level of detailed planning and preparation provides accountability and predictability and will help Chino maintain reliable supplies and reduce the impacts of any supply shortages and/or interruptions.

8.2 Overview of WSCP Components

The CWC establishes several prescriptive elements that must be included in a retail water supplier's WSCP. Each element and its location within the WSCP is described below.

Water Supply Reliability Analysis: Summarizes Chino's water supply analysis and reliability and identifies any key issues that may trigger a shortage condition.

Annual Water Supply and Demand Assessment Procedures: Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage levels and response actions.

Shortage Stages: Establishes water shortage levels to clearly identify and prepare for shortages.

Shortage Response Actions: Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand.

Communication Protocols: Describes communication protocols under each stage to ensure customers, the public, and government agencies are informed of shortage conditions and requirements.

Compliance and Enforcement: Defines compliance and enforcement actions available to administer demand reductions.

Legal Authorities: Lists the legal documents that grant Chino the authority to declare a water shortage and implement and enforce response actions.

Financial Consequences of WSCP Activation: Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.

Monitoring and Reporting: Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if additional shortage response actions should be activated or if efforts are successful and response actions should be reduced.

WSCP Refinement Procedures: Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.

Special Water Feature Distinctions: Identifies exemptions for decorative features aside from pools and spas.

Plan Adoption, Submittal, and Availability: Describes the process for the WSCP adoption, submittal, and availability after each revision.

The WSCP was prepared in conjunction with Chino's 2025 UWMP and is a standalone document that can be modified as needed. The document is compliant with the CWC Section 10632 and incorporates guidance from the Urban Water Management Plan Guidebook 2025 (Guidebook) (Department of Water Resources, 2025).

8.3 Water Supply Reliability Analysis

The City's sources of supply were discussed in Section 6 of the 2025 UWMP and consist of groundwater from the Chino Basin, purchased groundwater from Chino Basin Desalter Authority (CDA), imported water from Metropolitan Water District of Southern California (MWD) (through Inland Empire Utilities Agency (IEUA)) which is treated by Water Facilities Authority (WFA), and recycled water purchased from IEUA. The Chino Basin is adjudicated, and groundwater supplies are managed.

The reliability of the various sources of supply is discussed in Section 7 of the City's UWMP. Based on the adjudication provisions in the Chino Basin, the City can produce groundwater in excess of its rights, provided the City pays assessments to the Chino Basin Watermaster, which are used to purchase water to replenish the Chino Basin.

Imported water supplies (both treated and untreated) may be impacted in the event MWD implements its Water Supply Allocation Plan (WSAP) due to a water supply shortage.

As documented in Section 7 of the City's 2025 UWMP, the City's water supplies are projected to be sufficient to meet planned demands under average and dry year conditions but may be constrained under extended drought or other supply disruption scenarios. These constraints may result from a combination of factors, including but not limited to reduced imported water allocations, declining groundwater availability, regulatory restrictions, or operational limitations.

For purposes of this WSCP, the City has evaluated the conditions under which supply shortfalls may occur and identified objective triggers that reasonably indicate increasing levels of water supply stress as described in Section 8.4.

8.4 Annual Water Supply and Demand Assessment

Since July 1, 2022, the City has been required to submit an "Annual Water Supply and Demand Assessment" (Annual Assessment) in accordance with DWR's guidance and requirements. The Annual Assessment includes a review of the City's unconstrained water demands (i.e., water demands prior to any projected response actions the City may trigger under this WSCP) for the current year and the upcoming (potential single dry) year. The City also assesses information regarding anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP.

For each Annual Assessment, the City plans to prepare a preliminary assessment which evaluates the adequacy of its water supplies for the current and upcoming years. The preliminary assessment will include a review of water supplies for at least a single dry year.

The components of an Annual Assessment consist of the following:

- A written decision-making process.
- Key data inputs and assessment methodology.

8.4.1 Decision Making Process

The City produces groundwater from the Chino Basin as its primary source of water supply and this basin is managed on a Fiscal Year (FY) basis. Consequently, during the third quarter of each FY, the City will review its water demands from the initial six months along with the current groundwater basin conditions and local hydrology. This information will be used to help develop the Annual Assessment. A draft of the Annual Assessment will be circulated internally within the City for peer review and comment. Based on comments received, a redraft will be prepared and provided to the City managers during the Spring of each year. If a new water shortage stage or new shortage response actions are required, a final draft of the Annual Assessment may be provided to City Council for review such that any recommended specific shortage response actions may be enacted. The final Annual Assessment will be provided to the California Department of Water Resources (DWR) no later than July 1 of each year.

The Annual Assessments will be instrumental in providing guidance to the City for decisions regarding potential declarations of a water supply shortage and implementation of water reduction stages, instituting mandatory water restrictions, promoting water use efficiency and conservation programs, water rates and drought rate surcharges, and the necessity of pursuing alternative water supplies. This process will help ensure adequate water supply resources are available to the City.

8.4.2 Data Methodologies

The key data inputs and methodologies which will be evaluated by the City during the preparation of the preliminary assessment will include the following:

1. **Evaluation Criteria**: The locally applicable evaluation criteria used to prepare the Annual Assessment will be identified. The evaluation criteria will include, but is not limited to, an analysis of current local hydrology (including rainfall and groundwater levels), current water demands, a review of water system improvement plans which may impact infrastructure availability, and water quality regulations which may impact groundwater availability.
2. **Water Supply**: An assessment of each available water supply source will be conducted. The assessment will include a quantification of each available water supply source based on review of current production capacities, historical production, UWMPs, and prior water supply studies (including Water Supply Assessments and/or Master Plans).
3. **Unconstrained Water Demand**: The potential unconstrained water demands during the current year and the upcoming (potential single dry) year, prior to any special shortage response actions, will be reviewed. The review will include factors such as weather, existing and projected land uses and populations, actual customer consumption and water use factors, Urban Water Supplier Monthly Reports, existing water shortage levels (see Section 8.5), and existing water conservation ordinances (see Section 9 of the City's 2025 UWMP).
4. **Planned Water Use for Current Year Considering Dry Subsequent Year**: The water supplies available to meet the demands during the current year and the upcoming (potential single dry) year will be considered and identified for each source of supply. The evaluation will include factors such as estimated water demands, weather, groundwater basin operating safe yields, water quality results, existing available pumping capacities, imported water allocations, contractual obligations, regulatory issues, use of emergency interconnections, and the costs associated with producing each water supply source.
5. **Infrastructure Considerations**: The capabilities of the water distribution system infrastructure to meet the water demands during the current year and the upcoming (potential single dry) year will be considered. Available production capacities (e.g., groundwater well capacities) and water distribution system losses (see Section 4.2.3 of the City's 2025 UWMP) will be reviewed. In addition, capital improvement and replacement projects, as well as potential projects which may increase water system and production capacities (see Section 6.7 of the City's 2025 UWMP), will be considered.
6. **Other Factors**: Additional local considerations, if any, which can affect the availability of water supplies will be described.

8.5 Six Standard Water Shortage Levels

The City will manage water supplies prudently to minimize the adverse impacts of water shortages. The City's plan for water usage during periods of shortage was designed to

incorporate six standard water shortage levels corresponding to progressive shortage ranges from up to a 10, 20, 30, 40, and 50 percent shortage, and greater than a 50 percent shortage.

For each declared water supply shortage level, customers will be required to reduce their consumption by the percentage specified in the corresponding water supply shortage level. The required percentage reduction for each customer will be based on water usage during the same billing period in the last calendar year during which there were no declared water shortages, or as deemed appropriate by the City.

The City's Ordinance No 2009-04 ("Water Conservation"), adopted in May 2009, and Ordinance No. 2015- 004 ("Additional Conservation Measures"), adopted in June 2015, previously established three (3) water shortage levels. A copy of Ordinance No 2009-04 and Ordinance No. 2015- 004 are linked in Appendix H. In accordance with the CWC, in which urban water suppliers are required to define six standard water shortage levels, the City has developed the crosswalk provided below that translates the City's previously established shortage levels to the mandated standard shortage levels.

Figure 8-1- Corresponding Relationships Between Supplier's 2015 Shortage Levels and the 2025 WSCP Mandated Shortage Levels

Established Level	Supply Condition/ Shortage
1	≤ 10%
2	10 to 20%
3	> 20%

2020 Standard Level	Shortage Level
1	≤ 10%
2	10 to 20%
3	20 to 30%
4	30 to 40%
5	40 to 50%
6	> 50%

Table 8-1 provides a description of the six water shortage levels and potential shortage response actions which may be triggered by a shortage in one or more of the City's water supply sources, depending on the severity of the shortage and its anticipated duration.

The City will evaluate water shortage conditions on a case-by-case basis and determine which response actions are appropriate to maintain water supply reliability or mitigate potential impacts. In collaboration with its customers and regional water agencies, the City's response to potential shortages may include increased public outreach, adjustments to water use efficiency programs, changes to typical operations, or promoting voluntary actions to reduce demands or explore additional supply options.

Table 8-1- Water Shortage Contingency Plan Levels

Shortage Level	Percent Shortage Range	Shortage Response Actions
1	Up to 10%	Restaurants shall not use non-conserving dish spray valves. Ornamental lakes or ponds shall not be filled or refilled with potable water, except to the extent needed to sustain aquatic life. Outdoor irrigation only every other day from May 1 through September 30.
2	Up to 20%	In addition to Shortage Level 1; Outdoor irrigation of landscape with potable water will only be allowed every other day. Commercial lodging establishments shall not launder towels and linen daily, except when specifically requested by their customer.
3	Up to 30%	In addition to Shortage Level 2; Potable water service will not be provided to new land development projects. Additional restrictions may be implemented as determined by the City, after notice to customers.
4	Up to 40%	In addition to Shortage Level 3; Additional restrictions may be implemented as determined by the City, after notice to customers.
5	Up to 50%	In addition to Shortage Level 4; Additional restrictions may be implemented as determined by the City, after notice to customers.
6	>50%	In addition to Shortage Level 5; Additional restrictions may be implemented as determined by the City, after notice to customers.

8.6 Shortage Response Actions

Shortage response actions are dependent on the severity of a declared shortage level. Response actions implement varying improvements and regulations of system infrastructure and operations, water supply augmentation, demand reduction initiatives, and other water use functions to conserve water supplies.

8.6.1 Demand Reduction

The City has established water shortage response actions to reduce demand on water supplies. These demand reduction actions include irrigation and other outdoor use restrictions, rate structure changes, and other water use prohibitions. Depending on the percent reduction in the City's water supply and corresponding water shortage level, regulations have been made to conserve water and reduce the shortage gap in normal supply levels. Many demand reduction actions are applicable to all levels of water shortages while others are exclusive to certain levels of shortage. The structure of demand reduction actions under a specific water shortage level are designed to strongly encourage those customers with high per capita usage to achieve proportionally greater reduction than those with low use. Violations of these demand reduction actions will be considered waste and an unreasonable use of water. Table 8-2 describes each demand reduction action and its effect on reducing the shortage gap.

The following activities are hereby prohibited at all times:

- Allowing irrigation water to run off into a gutter, ditch, drain, driveway, sidewalk, street, onto pavement, or other hard surface.
- Outdoor irrigation of landscape for more than fifteen minutes of watering per day per station. This restriction does not apply to landscapes that utilize drip irrigation systems.
- Automated irrigation of landscape during the hours of 6:00 a.m. to 8:00 p.m. Customers are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hoses with automatic shutoff nozzles, drip irrigation, or handheld buckets is permitted anytime.
- Outdoor irrigation of landscape on rainy days.
- Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, patios, and alleys, except when necessary to alleviate safety or sanitary hazards.
- Excess use, loss, or escape of water through breaks, leaks, or other malfunctions in the plumbing system or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected.
- Washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment, unless done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle for quick rinses.
- Restaurants serving water to their customers, except when specifically requested by their customers.
- Operating a decorative water fountain or feature, built or installed after the adoption of this WSCP, that does not include re-circulated water.
- Operating a commercial car wash or laundry, built or installed after the adoption of this WSCP, that does not use re-circulated water.
- Operating a single-pass cooling system built or installed after the adoption of this WSCP.

In addition to the permanent measures described above, additional restrictions are implemented during times of declared water shortage levels or declared water shortage emergencies:

- Cease irrigation of public roadway median turf landscape unless irrigated with recycled water.
- Irrigate only on Monday, Wednesday, Friday, and Saturday between the hours of 8:00p.m. and 6:00 a.m.
- No watering during rain events and for forty-eight (48) hours after rain events.
- Restaurants to provide drinking water only upon request.
- Hotels to provide notice to guests to select the option to not launder their towels and hotel linen daily.

Any landscaping that is installed on the site of a newly constructed building, or landscaping that is a part of a development project, shall only be irrigated through the use of drip and micro spray systems if potable water is used for irrigation. This requirement shall not apply to landscapes irrigated with recycled water.

Water Supply Shortage Level 1

- Restaurants shall not use non-conserving dish spray valves.
- Ornamental lakes or ponds shall not be filled or refilled with potable water, except to the extent needed to sustain aquatic life.
- Outdoor irrigation of landscape with potable water will only be allowed every other day from May 1 through September 30.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Water Supply Shortage Level 2

- In addition to the restrictions identified in Water Supply Shortage Level 1, the following additional water conservation requirements apply:
- Outdoor irrigation of landscape with potable water will only be allowed every other day.
- Hotels, motels, and other commercial lodging establishments shall not launder towels and linen daily, except when specifically requested by their customer.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Water Supply Shortage Level 3

In addition to the restrictions identified in Water Supply Shortage Level 2, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
    - A valid building permit has been issued for the project, or
    - The project is necessary to protect public health, safety, and welfare, or

    - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Water Supply Shortage Level 4

In addition to the restrictions identified in Water Supply Shortage Level 3, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
    - A valid building permit has been issued for the project, or
    - The project is necessary to protect public health, safety, and welfare, or
    - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Water Supply Shortage Level 5

In addition to the restrictions identified in Water Supply Shortage Level 4, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
    - A valid building permit has been issued for the project, or
    - The project is necessary to protect public health, safety, and welfare, or
    - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Water Supply Shortage Level 6

In addition to the restrictions identified in Water Supply Shortage Level 5, the following additional water conservation requirements apply:

- Potable water service will not be provided to new land development projects except under the following circumstances:
    - A valid building permit has been issued for the project, or
    - The project is necessary to protect public health, safety, and welfare, or
    - The applicant provides evidence that the project will include conservation offsets prior to the provision of new water service.
- Additional restrictions may be implemented as determined by the City, after notice to customers.

Table 8-2- Demand Reduction Actions

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Collective reduction from all Shortage Level 1 actions is up to 1,726 acre-feet per year (AFY).		Yes
1	Landscape - Limit landscape irrigation to specific times	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Require automatic shut-off hoses	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Commercial, Industrial, and Institutional (CII) - Restaurants may only serve water upon request	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	CII - Lodging establishment must offer opt out of linen service	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Collective reduction from all Shortage Level 1 actions is up to 1,726 AFY.		Yes

Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
2	Other	Collective reduction from Shortage Level 1 plus all Shortage Level 2 actions is up to 3,453 AFY.	All actions under Shortage Level 1	Yes
3	Other	Collective reduction from Shortage Level 2 plus all Shortage Level 3 actions is up to 5,179 AFY	All actions under Shortage Level 2	Yes
3	Other - Prohibit use of potable water for construction and dust control	Collective reduction from all Shortage Level 3 actions is up to 5,179 AFY		Yes
4	Other	Collective reduction from Shortage Level 3 plus all Shortage Level 4 actions is up to 6,905 AFY	All actions under Shortage Level 3	Yes
5	Other	Collective reduction from Shortage Level 4 plus all Shortage Level 5 actions is up to 8,632 AFY	All actions under Shortage Level 4	Yes
6	Other	Collective reduction from Shortage Level 6 actions is greater than 8,632 AFY	All actions under Shortage Level 5	Yes

8.6.2 Supply Augmentation

The City does not plan to add a new source of water supply to address customer demands but instead will consider increased supplies from existing sources. Instead, the City will focus on demand reduction measures in the event existing sources of supply are not sufficient to meet customer demands. As discussed in Section 6 of the City's 2025 UWMP, the City's sources of water supply include groundwater produced from the Chino Basin, purchased groundwater from CDA, imported water purchased from MWD (through IEUA) which is treated by WFA, and recycled water supplies provided by IEUA. As noted in Section 8.4, since July 1, 2022, the City

prepares and submits an Annual Assessment which will include a review of water supplies available to meet water demands for the current and upcoming years. In the event the City is currently in, or considers entering into, one of the standard water shortage levels identified in Section 8.5, the City will consider the water supply (augmentation) actions described below.

For each water shortage level discussed in Section 8.5, the City will consider supplementing its existing treated imported water supplies through increased production of groundwater supplies, to the extent possible.

As discussed previously, WFA's and IEUA's source of water supply is strictly imported surface water from MWD purchased through IEUA and treated at WFA's treatment facility. WFA does not anticipate augmenting water supplies. IEUA is limited in its ability to implement water supply augmentation actions. IEUA's supply augmentation actions are described in Table 8-3. MWD's supply augmentation actions, described in MWD's WSCP, capture the supply augmentation actions that are relevant to IEUA. To the extent possible, IEUA would coordinate with MWD and its other member agencies on supply augmentation projects during normal and shortage periods to continue expanding water reliability for the entire region.

Table 8-3- Supply Augmentation and Other Actions (DWR Table 8-3)

SHORTAGE LEVEL	SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE
1-6	MWD Supply Augmentation	0 to 100% of shortage gap	Coordinate with MWD and, if needed, purchase supplemental supplies from MWD

Due to previous critically dry conditions, MWD developed the WSAP whereby available supplies are equitably allocated to its member agencies, including IEUA. The WSAP establishes ten different shortage levels and a corresponding drought allocation to each member agency. Based on the shortage level established by MWD, the WSAP provides a reduced drought allocation to a member agency for its retail demand. The ratio of MWD water supply drought allocation to local water supply will change based on the WSAP stage.

In addition to the WSAP, MWD describes supply augmentation actions in its 2025 UWMP, which is incorporated by reference. MWD's primary first response to any gap between core supplies (from the State Water Project and Colorado River) and demand is to make optimal use of its supply augmentation options, consisting of drawing from flexible supply programs and storage reserves. MWD has developed and actively manages a portfolio of water supply programs including water transfer, storage, and exchange agreements. MWD pursues voluntary water transfer and exchange programs to help mitigate supply/demand imbalances and provide additional dry-year supply sources. In addition, MWD has developed significant storage capacity in reservoirs, conjunctive use, and other groundwater storage programs totaling approximately 6.0 million acre-feet (AF). Pursuant to MWD's "Emergency Storage Objective," updated in 2019,

approximately 750,000 AF of total stored water is emergency storage reserved by MWD for use in the event of supply interruptions. Based on MWD's historical and on-going water supply and storage programs and management practices, the City will use up to the treated imported water supply made available MWD through IEUA in association with each of the standard water shortage levels identified in Section 8.5. City water demands will be addressed through increased use of the local groundwater supplies and implementation of demand reduction measures through various levels of actions.

The City will consider augmenting its existing water supplies through production of additional groundwater from the Chino Basin. As noted in Section 0 of the City's 2025 UWMP, the Chino Basin is managed by the Chino Basin Watermaster. During the period of management under the Chino Basin Judgment, significant drought events have occurred. In each drought cycle, the Chino Basin has been managed to maintain water levels. Parties to the Chino Basin Judgment, including the City, are authorized to produce groundwater in excess of their rights subject to replenishment requirements. The City has ample production rights and does not anticipate or project that it will need to replenish due to production in excess of its production rights. Groundwater quality is carefully monitored and managed by the Chino Basin Watermaster. Treatment facilities and/or blend plans have been developed by water agencies to meet potable water standards and to prevent the spread of any groundwater contamination. Based on historical and ongoing management practices, the City will be able to continue relying on the Chino Basin for adequate supplies in response to each of the standard water shortage levels identified in Section 8.5.

8.6.3 Operational Changes

During a water supply shortage situation, the City will manage its water supply resources to provide sufficient water supplies capable of meeting the demands of its customers. Section 8.6.2 describes the City's water supply sources and water supply augmentation actions available. Section 8.6.1 describes the City's standard water shortage levels and associated demand reduction measures. The supply augmentation actions and demand reduction measures, when implemented, may potentially result in short-term operational changes which are necessary to allow the City to utilize all available water supply sources in response to water shortage situations.

As noted in Section 8.4, beginning on July 1, 2022, the City prepares and submits an Annual Assessment which includes a review of the water supplies available to meet water demands for the current and upcoming years. Preparation of the Annual Assessment will assist the City in determining any potential operational changes. In addition, the City's standard water shortage levels and the associated demand reduction measures, in conjunction with the City's existing Demand Management Measures (discussed in Section 9 of the City's 2025 UWMP), will be essential to the City in reducing water demands during any water shortage period. The operational changes the City will consider in addressing non-catastrophic water shortages on a short-term basis include the following:

- Improved monitoring, analysis, and tracking of customer water usage to enforce demand reduction measures.
- Optimized production from existing available water supply sources.
- Potential use of emergency supply sources, including emergency interconnections.
- Potential blending of water supply resources.
- Improved monitoring, maintenance, and repairs to reduce water distribution system losses.

8.6.4 Additional Mandatory Restrictions

The mandatory restrictions which are implemented by the City to reduce customer demands are discussed in Section 8.6.1. There are no additional mandatory restrictions planned at this time.

8.6.5 Emergency Response Plans

Catastrophic water shortages are incorporated in the City's standard water shortage levels (identified in Section 8.5) and the associated demand reduction measures (described in Section 8.6.1). In addition to the water supply augmentation actions (Section 8.6.2) and potential operational changes (Section 8.6.3) which the City may consider in order to continue providing sufficient water supplies, the City will review and implement any necessary steps included in its "Emergency Response Plan".

As part of the "America's Water Infrastructure Act of 2018", community water systems serving a population greater than 3,300 people, including the City, are required to review and update their "Risk and Resilience Assessment" (RRA) and the associated "Emergency Response Plan" (ERP) every five (5) years. However, due to security concerns regarding the submitting of these reports, water systems are required to submit certifications to the United States Environment Protection Agency (USEPA), from March 31, 2025, and December 30, 2026, confirming the current RRA and ERP have been reviewed and updated. The City's RRA certification was due by December 31, 2025, and the ERP certification was due by June 30, 2026.

The City's RRA evaluates the vulnerabilities, threats, and consequences from potential hazards to the City's water system. The City prepared its RRA (which is incorporated by reference) by evaluating the following items:

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage, and distribution facilities, and electronic, computer, and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

The City's RRA evaluated a series of potential malevolent acts, natural hazards, and other threats in order to estimate the potential "monetized risks" (i.e., associated economic

consequences to both the water system and surrounding region, and the likelihood of occurrence) associated with the City's water facility assets. The cost-effectiveness of implementing potential countermeasures to reduce risks was also reviewed.

The City's ERP provides the management, procedures, and designated actions the City and its employees will implement during emergency situations (including catastrophic water shortages) resulting from natural disasters, system failures, and other unforeseen circumstances. The City's ERP (which is incorporated by reference) provides the guidelines for evaluating an emergency situation, procedures for activating an emergency response, and details of the different response phases in order to ensure that customers receive a reliable and adequate supply of potable water. The scope of the ERP includes emergencies which directly affect the water system and the ability to maintain safe operations (such as a chlorine release, an earthquake, or a threat of contamination). The ERP also incorporates the results of the City's RRA and includes the following:

- Strategies and resources to improve resilience, including physical and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act.
- Actions and equipment to lessen the impact of a natural hazard or malevolent act.
- Strategies to detect natural hazards or malevolent act.

The City will review the ERP for procedures regarding the utilization of alternative water supply sources in response to water supply shortages, including during the standard water shortage levels. The City will also review applicable procedures described in the ERP regarding any necessary temporary shutdown of water supply facilities, including appropriate regulatory and public notifications.

8.6.6 Seismic Assessment and Mitigation Plan

The County of San Bernardino prepared a "Multi-Jurisdictional Hazard Mitigation Plan" which was approved by the Federal Emergency Management Agency (FEMA) in 2022. The County's Multi-Jurisdictional Hazard Mitigation Plan identified methods to assess significant natural hazards (including earthquakes) affecting areas throughout San Bernardino County, and the mitigation strategies necessary to reduce risks, including seismic risk. The County's Multi-Jurisdictional Hazard Mitigation Plan is available through the San Bernardino County website (Multi-Jurisdictional Hazard Mitigation Plan).

The California Geological Survey has published the locations of numerous faults which have been mapped in the Southern California region. Although the San Andreas fault is the most recognized and can produce an earthquake with a magnitude greater than 8 on the Richter scale, some of the lesser-known faults have the potential to cause significant damage. The locations of these earthquake faults in the vicinity of the City's water service area are provided in Figure 8-2 below. The faults that are in proximity to and could potentially cause significant shaking in the City's water service area include the San Andreas fault, the Walnut Creek fault, the Whittier fault, the San Jose fault, the Red Hill fault, the Cucamonga fault, the Chino fault, and the Central Avenue fault.

Figure 8-2- Location of Earthquake Faults (California Department of Conservation, 2025)

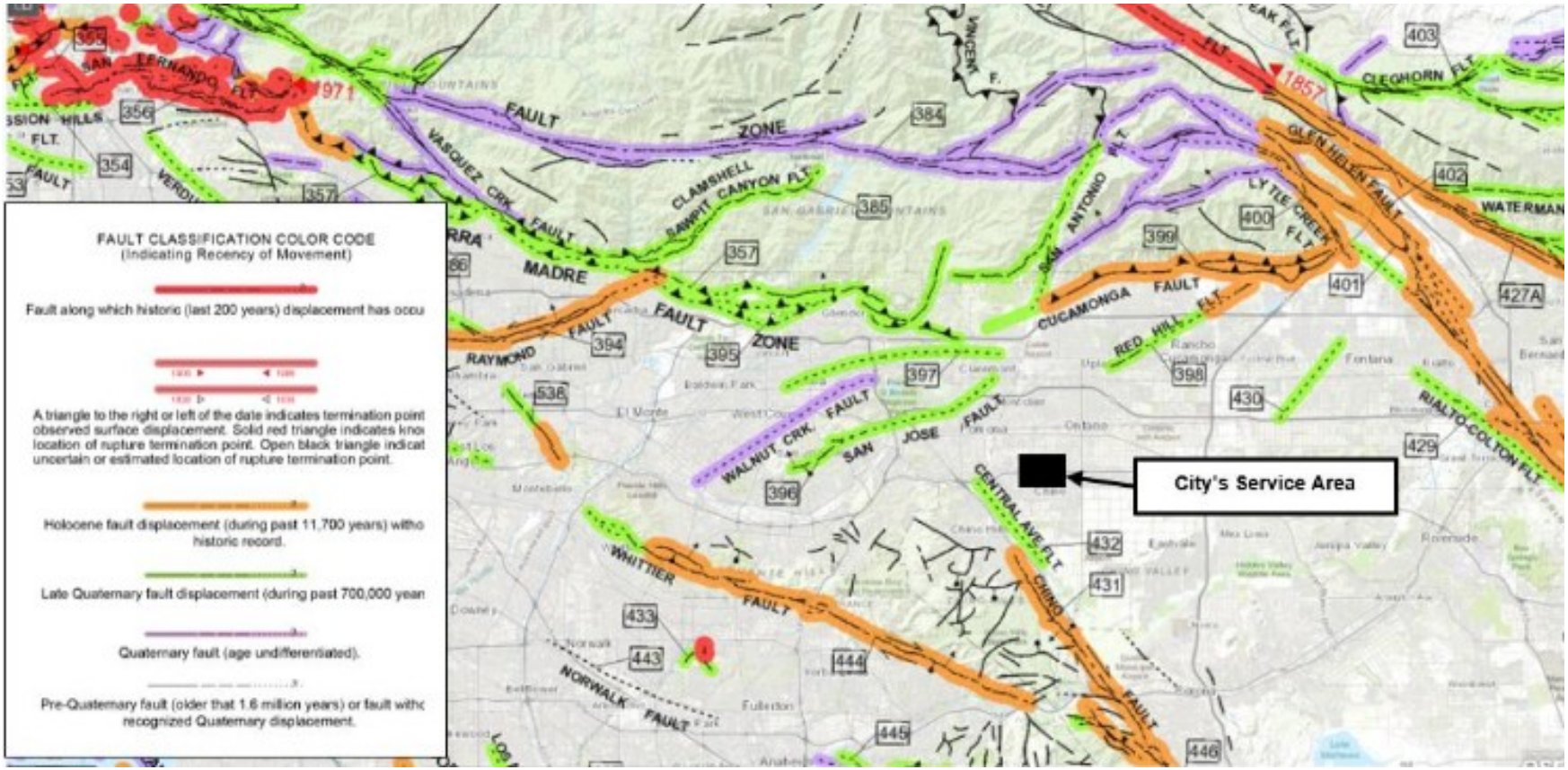
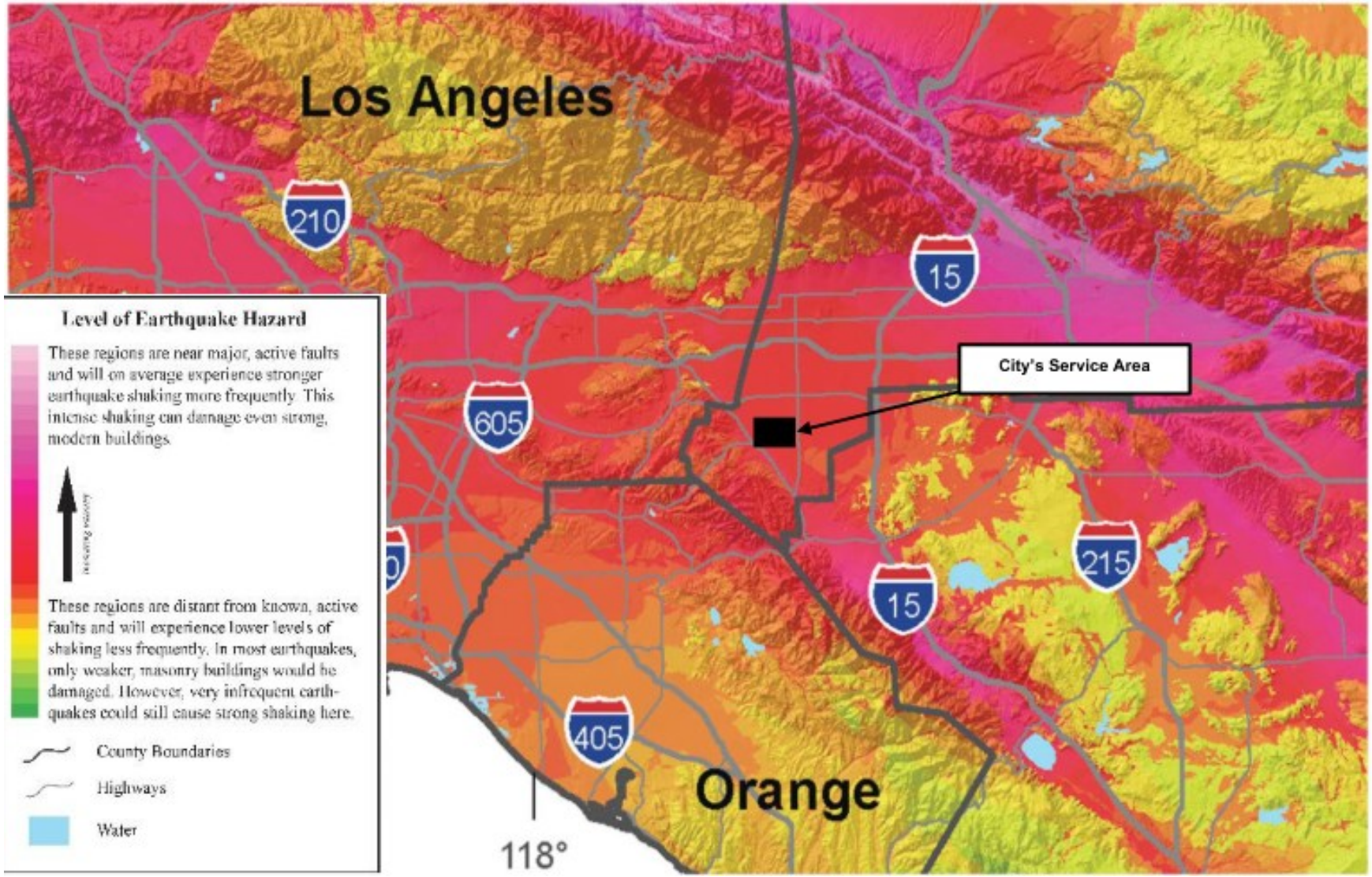


Figure 8-3 provides the relative intensity of ground shaking in the vicinity of the City's service area from anticipated future earthquakes. The locations of relatively long-period (1.0 second) earthquake shaking, including the City's service area, are provided. Long-period shaking affects tall, relatively flexible buildings, but also correlates with earthquake damage. The shaking potential is calculated based on the level of ground motion that has a 2 percent chance of being exceeded in 50 years (or the level of ground-shaking with an approximate 2,500-year average repeat time). As discussed in Section 8.6.5, the City has prepared an ERP which provides the management, procedures, and designated actions the City and its employees will implement during emergency situations resulting from natural disasters, including during earthquakes, to ensure that customers receive a reliable and adequate supply of potable water. The City's ERP is incorporated by reference.

Figure 8-3- Earthquake Shaking Potential



8.6.7 Shortage Response Action Effectiveness

The effectiveness of the shortage response actions for each of the standard water shortage levels identified in Section 8.5 is evident in the City's historical ability to meet its customer's water demands in response to a water supply shortage. In addition, the City imposes water consumption regulations and restrictions and supports local agencies in efforts to enforce regulations and prohibitions on water use. The effectiveness of each of the City's shortage response actions, to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction provided in Table 8-2.

Section 6 of the 2025 UWMP provides a tabulation of the City's historical annual water demands for each water supply source. During the past 10 years, the City experienced a five-consecutive year drought within its service area from FY 2011-2012 to FY 2015-2016. Throughout this extended dry year period, the City's annual water production ranged from 20,025 AF to 25,126 AF, with an average of approximately 23,394 AF. In addition, historical records indicate the City previously produced a maximum of up to 25,126 AF during FY 2012-2013. The City has been able to provide sufficient water supplies to its customers, including during long-term droughts and years with historically high water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months.

The City's water demands during the most recent five years (from FY 2020-2021 to FY 2024-2025) averaged approximately 19,416 AFY. Due to conservation efforts and demand management measures (discussed in Chapter 9 of the 2025 UWMP), the City's recent water demands have been significantly less than its historical water demands, including during long-term droughts. The City's projected water demands (during a normal year, a single dry year, and a five consecutive year drought) are provided in Section 7 of the 2025 UWMP and are anticipated to incorporate similar reductions in water use rates as a result of the shortage response actions, ongoing conservation efforts, and demand management measures. Because the City's projected water demands are similar to its historical water demands, it is anticipated the City will be able to continue providing sufficient water supplies to its customers to meet projected water demands, including during long-term droughts. In addition, based on historical and ongoing management practices, the City will be able to continue relying on its water supply source from the Chino Basin for adequate supply augmentation in response to each of the standard water shortage levels identified in Section 8.5.

Based on the City's demonstrated ability to meet water demands during past water supply shortages, the adopted water shortage levels, the adjusted operating safe yields, and water supplies during long-term droughts, it is anticipated that the City will be able to provide sufficient water supplies to its customers during each of its standard water shortage levels. The City will enact varying levels of its WSCP to encourage retail customers to reduce water consumption. Notwithstanding, the effectiveness of each of the City's shortage response actions, in order to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction section provided in Table 8-2. The effectiveness of the City's shortage

response actions is based on the City's water demands prior to 2015 (unconstrained demands). The City reduced its water demands in 2015 in response to the Governor's April 1, 2015, Executive Order B-29-15 which mandated statewide reduction in water use of 25 percent. The City's actual water demand reduction during this period was used to estimate the extent of water use reductions for the City's Water Shortage Stages. The City's Water Shortage Levels 1, 2, 3, 4, 5, and 6 are expected to reduce water demands by up to 10%, 20%, 30%, 40%, 50%, and greater than 50%, respectively.

8.7 Communication Protocols

Since July 1, 2022, the City is required to submit an Annual Assessment in accordance with DWR's guidance and requirements. The Annual Assessment will include a review of the City's unconstrained water demands (i.e., water demands prior to any projected response actions the City may trigger under this WSCP) for the current year and the upcoming (potential single dry) year. The City will also include information regarding anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP.

When any water shortage level is declared by resolution of the City Council, the specific level called for shall be made by public announcement and shall be published at least twice in a newspaper of general circulation and shall become effective immediately on the date specified in the newspaper publications. If the water shortage requires further intervention, the City will declare a water shortage emergency as specified in Water Code Chapter 3. When any other water shortage level is declared or the drought conditions no longer exist, then publication of the applicable portion of this WSCP, or a statement stating that the drought conditions no longer exist, shall be published an additional two times.

A review board is established to review hardship and special cases which cannot follow the letter of this WSCP. The review board shall consist of any two of the following or their respective designees: Director of Development Services, Director of Finance, or Director of Public Works. Appeal of any board decision shall be made to the City Manager.

It is the purpose of the review board to review hardship or special cases and to determine whether or not said case warrants an exemption. The decision of the review board shall be prepared in writing, include terms and conditions, if any, set forth findings in support of the decision, and are promptly sent to the applicant. The board shall consider the facts of each case and decide whether to grant an exemption within five (5) working days of the receipt of a properly completed "Application for Exemption from Mandatory Water Restrictions" form. The application must include pertinent information and a written statement from the applicant. An exemption shall be granted for reasons of economic hardship which is defined as, but not limited to, a threat to an individual business's primary source of income (but under no circumstances shall inconvenience or the potential for damage of landscaping be considered an economic hardship which justifies an exemption.) An exemption may also be granted in instances where the water use restrictions cannot be met without threatening public health or safety, or there has been a significant change in the customer's circumstances. No exemption

will be granted to any customer for any reason in the absence of a demonstration that the customer has achieved the maximum practical reduction in water consumption. The board shall authorize only the implementation of equitable water use restrictions which further the purpose and intent of the emergency water conservation plan. The special water use restrictions authorized by the board in each special or hardship case shall be set forth on the face of the exemption.

An exemption to any element of this WSCP granted under any adequate water shortage level shall not be valid upon implementation of any more severe water shortage level of this WSCP. An exemption expires under its own terms and conditions and/or when the next higher level of the water shortage takes effect. A separate application for exemption must be submitted at each higher water shortage level unless the exemption conditions specifically do not require such separate application.

Any person, corporation, or association who is granted an exemption and makes use of the water utility of the City pursuant to said exemption shall provide proof of said exemption upon demand by any peace officer or person authorized by the City to enforce this WSCP. Upon conviction of any person, corporation, or association for violating any provision of this part, the review board shall revoke any exemption previously granted. However, the board shall notify applicant of the proposed revocation in writing no less than five (5) working days before taking such action, and applicant shall be given the opportunity to be heard by the review board prior to it taking such action.

Persons wishing to appeal the decision of the board shall have the right to appeal to the City Manager. Appeal shall be made in writing within ten (10) working days of the board decision. The decision of the City Manager shall be final.

8.8 Compliance and Enforcement

It is unlawful for any water customer to fail to comply with any of the provisions of this WSCP. Notwithstanding any other provision of the City Code, the penalties set forth herein shall be exclusive and not cumulative with any other provisions of this code. Furthermore, any and all violations that occur on any one day shall be treated as one violation for the purposes of determining a penalty. The penalties for failure to comply with the provisions of this WSCP shall be as set out as follows:

1. For the first violation by any customer of any of the provisions of this WSCP, the City shall issue a written notice of the fact of such violation to the customer.
2. For a second violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, the City shall issue a final written notice of the fact of such violation to the customer.
3. For a third violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of fifty dollars shall be added to the customer's water bill.

4. For a fourth violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of one hundred dollars shall be added to the customer's water bill that follows the customer's water bill containing the fifty-dollar surcharge for the third violation.
5. For a fifth and any subsequent violation by any customer of any of the provisions of this WSCP within the same twelve-month period beginning with the first violation, a surcharge in the amount of one hundred and fifty dollars shall be added to the customer's water bill that follows the customer's water bill containing the one hundred-dollar surcharge for the fourth violation.
6. After a fifth violation of this WSCP within the same twelve-month period beginning with the first violation, the City may install a flow restricting device of one (1) gallon per minute (GPM) capacity for services up to one and one-half inch size and comparatively sized restrictors for larger services. Such action shall be taken only after a hearing held by the review board where the customer has an opportunity to respond to the City's information or evidence that the customer has repeatedly violated this chapter's rules regarding the conservation of water and that such action is reasonably necessary to assure compliance with this WSCP regarding the conservation of water. Appeal of board decisions shall be made in writing to the City Manager within ten (10) working days of the board hearing. The decision of the City Manager shall be final. Any such restricted service may be restored upon application of the customer made not less than forty-eight (48) hours after the implementation of the action restricting service and only upon a showing by the customer that the customer is ready, willing, and able to comply with the provisions of this WSCP's rules regarding the conservation of water. Prior to any restoration of service, the customer shall pay all City charges for any restriction of service and its restoration as provided for in a separate ordinance.

8.9 Legal Authorities

The City Council shall authorize and direct implementation of the applicable provisions of this WSCP upon determination that such implementation is necessary to protect the public health, welfare, and safety, or when the demand for water consumption threatens to exceed the City's available supply of potable water to the customer.

When any water shortage level of this WSCP is declared by resolution of the City Council, the specific level called for shall be made by public announcement and shall be published at least twice in a newspaper of general circulation and shall become effective immediately on the date specified in the newspaper publications. When any other water shortage level is declared or the drought conditions no longer exist, then publication of the applicable portion of this WSCP, or a statement stating that the drought conditions no longer exist, shall be published an additional two times.

This WSCP shall authorize the City Manager to implement the provisions hereof by monitoring progress of the WSCP. Further, the City Manager may adopt any and all revisions that he

deems necessary to meet the intent of this WSCP. Thereafter, the City Manager may promulgate such revisions by signing and dating them.

The City shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency. This includes the County of San Bernardino.

8.10 Financial Consequences of WSCP

A primary source of City revenue is user service charges, which consist of charges according to meter size and a volumetric charge per unit of water consumed. As of December 1, 2019, the City implemented water budget-based rates where each customer is given an individual budget based on their own water use. The City's current water rate structure is tiered to promote water conservation by customers. The water rates have been developed to fund the cost of water and are related to the overall cost of water service. Residential, commercial, and landscape customers are billed on separate inclining block rate structures, with a fixed service charge based on meter size, to encourage water conservation and discourage waste. The rate structures include three tiers. The charges have historically accounted for a large portion of the City's water sales revenue.

The City has historically maintained a financial reserve in its Water Fund. The City may use financial reserves for water system expenditures to make up for shortfalls in water revenue associated with reduced water sales.

8.11 Monitoring and Reporting

Chino regularly monitors water supply and consumption throughout the service area. During water supply shortages, City staff will monitor overall water consumption on a monthly basis based off the City's metering and accounting system. Rates of consumption will be assessed in comparison with "normal" unrestricted water use rates based on historical consumption during non-shortage periods. In the event system-wide monitoring indicates water use reduction targets are not met, City staff may perform a more detailed review and comparison against normal water use rates for specific water use categories. Outcomes of the categorical review may include additional targeted outreach/communication to categories that have not achieved the appropriate reduction and/or identification of specific meters/users for additional records review.

Customer compliance with the provisions adopted by declaration of a WSCP are monitored and reported through water loss audits performed by the City. Staff prepare annual Distribution System Water Audits to monitor water losses. Staff review the audits to track real and apparent losses. Losses are monitored by comparing water production to sales. The City regularly monitors its system and repairs leaks in a timely manner. To help in its effort to reduce and eliminate losses, The City has implemented a Meter Replacement and Retrofit Program to install meters with advanced metering infrastructure.

8.12 WSCP Refinement Procedures

The City's WSCP has been prepared as an adaptive management plan. As discussed in Section 8.9, the City will monitor and report on the implementation of the WSCP. The City will review the implementation results for any current or potential shortage gaps between water supplies and demands. The City will evaluate the need for revising the WSCP to resolve any shortage gaps, as necessary. The City will consider the following potential revisions in the event of a potential shortage gap:

- Implementation of additional public outreach, education, and communication programs (in addition to the programs discussed in Section 9 of the City's 2025 UWMP).
- Implementation of more stringent water use restrictions under the standard water shortage levels (discussed in Section 8.5).
- Implementation of stricter enforcement actions and penalties (discussed in Section 8.6).
- Improvements to the water supply augmentation responses (discussed in Section 8.6.2), as well as any associated operational changes (discussed in Section 8.6.3) which may be required.
- Incorporation of additional actions recommended by City staff or other interested parties.

The City will use the monitoring and reporting data to evaluate the ability for these potential revisions to resolve any shortage gaps which may occur within the standard water shortage levels.

This WSCP is adopted as part of the City's 2025 UWMP adoption process discussed in Section 10 of the City's 2025 UWMP. It is anticipated the City will review, revise, and adopt an updated WSCP as part of preparing its 2025 UWMP, as necessary. However, the City will continue to review the monitoring and reporting data, and if needed, update the WSCP more frequently. Any updates to the City's WSCP will include a public hearing and adoption process by City Council (see Section 8.14).

8.13 Special Water Feature Distinction

The City's WSCP defines "decorative water features" as water features which are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, but excluding pools and spas. In general, there are additional health and safety considerations in the water supplied to pools and spas compared to decorative water features. As a result, the City's WSCP has reviewed the response actions, enforcement actions, and monitoring and reporting programs separately for decorative water features and for pools and spas, as applicable.

8.14 UWMP Adoption, Submittal, and Availability

The City's WSCP is adopted as part of the City's 2025 UWMP adoption process discussed in Section 10 of the City's 2025 UWMP. The process for adopting the City's WSCP includes the following:

- The City will conduct a public hearing and make the WSCP available for public inspection.
- The City will provide notification of the time and place of the public hearing to any city or county in which water is provided.
- The City will publish notice of public hearing in a newspaper once a week, for two successive weeks (with at least five days between publication dates).
- The City Council will adopt the 2025 UWMP and the WSCP.
- As part of submitting the 2025 UWMP to DWR, the City will also submit the WSCP (electronically through DWR's online submittal tool) within 30 days of adoption and by July 1, 2026.
- The City will submit a copy of the WSCP to the California State Library and to any city or county in which water is provided within 30 days of adoption.
- In addition, the City will make the WSCP available for public review within 30 days of adoption.

If there are any subsequent amendments required, the process for adopting an amended WSCP includes the following:

- The City will conduct a public hearing and make the amended WSCP available for public inspection.
- The City Council will adopt the amended WSCP.
- The City will submit the amended WSCP to DWR (electronically through DWR's online submittal tool) within 30 days of adoption.

Additional information regarding the adoption, submittal, and availability of the City's WSCP (and 2025 UWMP) is provided in Section 10 of the City's 2025 UWMP.

9 Demand Management Measures

This section describes Chino's Demand Management Measures (DMMs) efforts to promote water use efficiency, reduce demand on the water supply, and prepare for future requirements.

IN THIS SECTION

- Existing Demand Management
- Reporting Implementation
- Water Use Objectives

9.1 Introduction

This section outlines Chino's water conservation efforts over the past five years, current initiatives, and future plans to meet State efficiency standards from DWR. Key takeaways from each section are as follows:

- The City has implemented "DMMs" to reduce its water demands and achieve its water use targets.
- The City's DMMs include public education and outreach programs regarding water conservation.
- The City's DMMs include staffing of its water conservation program.
- Additional DMMs including rebate, conservation, asset management, and wholesale supplier assistance programs are discussed.
- The City's DMMs include adoption of ordinances to prevent water waste.
- The City's DMMs include metering of all customer connections, including separate metering for single-family residential, commercial, industrial, large landscape and institutional/governmental facilities.
- The City's DMMs include conservation pricing. The City's current water rate structure is tiered to promote water conservation by customers.
- The City's DMMs include various actions to assess and manage water distribution system losses.

A summary of the DMMs the City has implemented over the past five (5) years is provided. The City met the 2020 Water Use Target (discussed in Section 5) through the implementation of these DMMs.

9.2 Existing Demand Management Measures

The City is committed to implementing water conservation programs. The City also works collaboratively with IEUA to provide water conservation programs for the City's residents. As a customer agency of IEUA, the City's residents have the benefit of participating in IEUA's conservation efforts. The City works closely with IEUA to facilitate the installation of water saving technology and devices and implementation of public outreach and education programs. Water use efficiency programs are a significant part of IEUA's Water Resources Program. The following sections describe the City's implementation of the DMMs required in the UWMP Act.

9.2.1 Water Waste Prevention Ordinances

The City has adopted ordinances in support of water conservation efforts to prevent water waste. Copies of these ordinances are provided in Appendix H.

The City adopted Ordinance No 2009-04 ("Water Conservation Program") in May 2009, which established regulations to prevent water waste. Ordinance No 2009-04 includes the following restrictions (Municipal Code § Title 13 - WATER, SEWERS AND UTILITIES Chapter 13.04 - WATER, 2025):

- Allowing irrigation water to run off into a gutter, ditch, drain, driveway, sidewalk, street, or onto pavement or other hard surface.
- Outdoor irrigation of landscape for more than fifteen minutes of watering per day per station. This restriction does not apply to landscapes that utilize drip irrigation systems.
- Automated irrigation of landscape during the hours of 6:00 a.m. to 8:00 p.m. Customers are encouraged to avoid the use of sprinklers on windy days. Irrigation by handheld hoses with automatic shutoff nozzles, drip irrigation, or handheld buckets is permitted anytime.
- Outdoor irrigation of landscape on rainy days.
- Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, patios, and alleys, except when necessary to alleviate safety or sanitary hazards.
- Excess use, loss or escape of water through breaks, leaks, or other malfunctions in the plumbing system or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected.
- Washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment, unless done with a handheld bucket or handheld hose equipped with a positive shutoff nozzle for quick rinses.
- Restaurants serving water to their customers, except when specifically requested by their customers.
- Operating a decorative water fountain or feature, built or installed after the adoption of this ordinance, that does not include re-circulated water.
- Operating a commercial car wash or laundry, built or installed after the adoption of this ordinance, that does not use re-circulated water.
- Operating a single-pass cooling system built or installed after the adoption of this ordinance.

Since then, the City adopted Urgency Ordinance No. 2015-004 in June 2015, which established additional regulations and penalties to the Water Conservation Program. Ordinance No 2015-004 includes the following restrictions:

- Prohibitions on serving drinking water at eating or drinking establishments (unless requested).
- Commercial lodging establishments must provide the option to not launder daily.
- Irrigation only on Monday, Wednesday, Friday, and Saturday between the hours of 8 p.m. and 6 a.m.

The City also adopted Ordinance No. 2015-008 in October 2015, pertaining to water efficient landscapes to reduce or eliminate water waste. This ordinance implements DWR's Model Water Efficient Landscape Ordinance as adopted by the California Water Commission.

9.2.2 Metering

The City meters all customer connections, including separate metering for single-family residential, commercial, industrial, and landscape customers. The City has implemented a Meter Replacement and Retrofit Program to install meters with Advanced Metering Infrastructure (AMI). Furthermore, if there is new development within the City, each facility is individually metered. Service charges for the City are based on the customers' connection size. Further information regarding the City's service fees and conservation pricing is provided in Section 9.2.3.

9.2.3 Conservation Pricing

As of December 1, 2019, the City implemented water budget-based rates where each customer is given an individual budget based on their own water use. The City's current water rate structure is tiered to promote water conservation by customers. The water rates have been developed to fund the cost of water and are related to the overall cost of water service. Residential, commercial, and landscape customers are billed on separate inclining block rate structures, with a fixed service charge based on meter size, to encourage water conservation and discourage waste. The rate structures include three tiers.

9.2.4 Public Education and Outreach

The City offers public information programs for its customers to promote water conservation. The City provides marketing and outreach materials to its customers using social media platforms, the City's website, community outreach events, school education programs, and direct communication to customers regarding their water use. Customers can learn about rebates and additional programs through the City's website.

The City conducts water conservation school education programs to Chino elementary schools. Programs include school assemblies, water efficient gardens, and other lesson materials to educate students on the topics of water conservation. The City is also a member of the Water Education Water Awareness Committee (WEWAC) that promotes the education of water issues to local schools. WEWAC hosts digital media and essay contests and provides financial support for lesson plan materials about water issues. The City will continue the school education programs to promote water conservation.

The City provides public information programs to promote and educate customers on water conservation by hosting and participating in City and regional community events, providing bill inserts, and attending community meetings. Events include the Chino Youth Museum Water Exhibit, Earth Day, the City Business Fair, and the Compost and Mulch Giveaway events, Gardening and Landscape training workshops, and the Water Conservation Festival in partnership with CBWCD. All outreach event flyers, rebate information, and general conservation program information are provided at City Hall or on the City's website. The City will continue these programs to promote water conservation.

9.2.5 Programs to Assess and Manage Distribution System Real Losses

The City has water conservation literature that alerts customers to be on the lookout for water system leaks and to correct them promptly. Customers are encouraged to regularly check their usage on the City's website. The City is available to assist customers in answering questions regarding system leaks or higher than expected water usage.

The City prepares annual Distribution System Water Audits (discussed in Section 4.2.3) to monitor water losses. City staff review the audits to track real and apparent losses. Losses are monitored by comparing water production to sales. The City regularly monitors its system and repairs leaks in a timely manner. To help in its effort to reduce and eliminate losses, the City uses AMI for accurate consumption data. In areas where a leak is visible, staff are dispatched to a site to pinpoint the leak to minimize the excavation area and save resources.

9.2.6 Water Conservation Program Coordination and Staffing Support

Staff from multiple City departments (Public Works, Finance, Development Services) are involved in the implementation of the water conservation program. These include water utility maintenance and operations personnel and administrative staff who coordinate activities, answer billing and usage questions, and respond to public inquiries.

9.2.7 Other Demand Management Measures

In addition to the above DMMs, the City implements programs in collaboration with regional partners.

Through IEUA's Regional Water Use Efficiency Program, member agencies, including the City, are encouraged to adopt approaches and technologies to encourage customers to increase water efficiency. Approaches include the implementation of advanced monitoring infrastructure to increase customer engagement on their individual water usage. Locally implemented water conservation programs include: the Residential Landscape Tune Up Program; the Residential Landscape Retrofit Program; the Weather-Based Irrigation Control Update Program; and the Pressure Regulation Program. IEUA maintains staff for program coordination and annual reporting of the effectiveness of implemented programs.

The City participates in MWD's Landscape Design Assistance Program through IEUA where customers are provided landscape design services for free. Additionally, the City participates in MWD's Residential Landscape Transformation Program to reward customers whose landscape designs utilize water-saving plants, technology, irrigation systems, and hardware.

The City also participates in MWD's regional rebate program, the SoCal Water$mart Program which is available to the City's residential and commercial customers. There are rebates available for the purchase of high-efficiency clothes washers (HECW), premium high-efficiency toilets (PHET), weather-based irrigation controllers (Smart Controllers), rain barrels, rain cisterns, and turf removal to both residential and commercial customers to promote water

conservation. The City's commercial customers are offered plumbing, landscaping, Heating, Ventilation, and Air Conditioning (HVAC), and medical and dental equipment rebates. The City provides information about these programs to customers on its website.

The City plans to continue implementation of these programs to promote water conservation.

9.3 Reporting Implementation

9.3.1 Implementation over the Past Five Years

The highlights of DMM implementation over the past five years are described in previous sections. Additionally, the City is committed to implementing water conservation programs and works collaboratively with IEUA to provide water conservation programs for its residents. As a customer agency of IEUA, the City's residents have the benefit of participating in IEUA's conservation efforts as well as those provided through MWD's SoCal Water$mart and CBWCD programs. A summary of Chino's program participation over the last five years is provided in Table 9-1.

Table 9-1- Rebate Program Participation FY 2021 through FY 2025

SoCal Water$mart Residential Rebates	FY 21	FY 22	FY 23	FY 24	FY 25	Total
High-Efficiency Toilets (HET)	5		38	80	19	142
High-Efficiency Clothes Washers (HECW)	72	74	56	122	34	358
Rotating Nozzles for Pop-up Spray Heads (Nozzles)	75	75				150
Weather-based Irrigation Controllers (WBIC)	45	42	25	28	19	159
Hose Bib Controller	1	4		2		7
Turf Replacement (sq. ft.)	8522	5300	19752	17,258		50832
Rain Barrels	1		2	6		9
Low-flow Showerheads			26	232	133	391
Faucet Aerators			24	76	88	188
IEUA Locally Implemented Residential Programs	**FY 21**	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
Landscape Tune-Up Program	189	101	377	291	124	1082
Nozzles			2540	1872	876	5288
Residential Landscape Retrofit Program	33	15				48
WBIC	44	23				67
Nozzles	114	6				120
Large Landscape Retrofit Program			23	22	2	47
WBIC			33	29	3	65
Nozzles			2	64		66
Small Site Controller Upgrade Program			224	90	95	409
WBIC			256	100	111	467
Res. Education, Survey, and Controller Upgrade Program	133	113				246
WBIC	150	127				277
Residential Pressure Regulation Program	2	76				78
SoCal Water$mart Commercial Rebates	**FY 21**	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
High-Efficiency Toilets (HET)			96			96
Irrigation Controller + Add on					1	1
Controllers					3	3
Stations					20	20
Laminar Flow Restrictor				194		194
Turf Replacement	33829				34717	68546
Plumbing Flow Control				58		58
Additional Water Use Efficiency Programming	**FY 21**	**FY 22**	**FY 23**	**FY 24**	**FY 25**	**Total**
CBWCD Landscape Evaluation Audit Program			6	6	3	15

Source: (Inland Empire Utilities Agency, 2025)

Table 9-2- IEUA DMM Education and Outreach Program

Program	FY 21	FY 22	FY 23	FY 24	FY 25
Water-saving technologies/ services	Owlie's Virtual Adventures	4,595	11,221	19,360	15,250
Discover the Environment and Water (DEW) Field Trip	Owlie's Virtual Adventures	Owlie's Virtual Adventures	1,946	2,350	2,086
Water Scout Badge Program				51	60
Annual Earth Day – Student Day (includes K-5 students, chaperones, and educators)	Virtual due to COVID-19	Virtual due to COVID-19	700	1,107	1100
Annual Earth Day (includes community members, scout troops, and after-school program participants)	Virtual due to COVID-19	Virtual due to COVID-19	1000	964	860
Virtual Earth Week	5,000 page views / 500 students	8,100 page views / 450 students			
Owlie's Virtual Adventures	1,000 students	1,500 students			
Water is Life Annual Poster Contest entries				800	522
Water Engineering 4 Good (WE4G) (previously Solar Cup) participants	Chino Hills High School	Chino Hills, Colony High School, Upland High School	Chino Hills High School, Upland High School		Vina Danks Middle School
National Theatre for Children (NTC)					
School assembly performances	16 virtual	14 live stream performances	69	71	59
Schools	38	52	37	37	36
Students	18,051	20,527	14,893	14,373	10,690
Teachers	823		567	577	542

Note: IEUA Programs are not limited to the City of Chino. The data reported here are inclusive of all IEUA programs for this period.
Source: (Inland Empire Utilities Agency, 2025)

9.4 Implementation to Achieve Water-Use Targets

As discussed in Section 5, the City met its SBX7-7 target in 2020 and has continued to do so in large part due to DMMs implementation. Water use efficiency standards from the CWOL Regulation supersede SBX7-7 standards. Water agencies, including the City, are required to begin reporting compliance consisting of indoor residential water use, outdoor residential water use, commercial, industrial, and institutional, irrigation with dedicated meters, water loss, and other unique local uses. Continued implementation of these DMMs will assist the City in meeting future water use targets and objectives, as discussed in Section 4.2.5.

10 Plan Adoption, Submittal, and Implementation

This section describes the steps taken to make the UWMP publicly available as well as adopt and submit the UWMP in accordance with the CWC.

IN THIS SECTION

- Completed Steps for UWMP and WSCP

10.1 Completed Steps for UWMP and WSCP

As discussed in Section 2.3, Chino coordinated the preparation of the 2025 UWMP with multiple agencies. Chino notified these agencies, as well as the cities and county within which Chino provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2025 UWMP and WSCP and invited them to participate in the development of the UWMP and WSCP. A copy of the notification letters sent to these agencies is provided in Appendix B.

The UWMP and WSCP were made available for public review in May 2026, and a public hearing was held on June 2, 2026, to receive public input on the draft documents.

Chino City Council adopted the 2025 UWMP and the WSCP at a public meeting on June 2, 2026. The resolution of adoption is included as Appendix D.

This UWMP and WSCP were submitted to DWR through the WUEdata portal before the deadline of July 1, 2026. This UWMP and WSCP will be available to the public on the Chino website.

If Chino identifies the need to amend this UWMP or WSCP, it will follow the same procedures used previously for notification to cities, counties, and the public and for initial adoption.

10.2 Plan Submittal

Chino's City Council adopted the 2025 UWMP on June 2, 2026, and within 30 days, Chino submitted the adopted 2025 UWMP (including the WSCP) to DWR. The 2025 UWMP and WSCP were submitted through DWR's "Water Use Efficiency (WUE) Data Portal" website.

DWR developed a checklist which was used by Chino to assist DWR with its determination that Chino's 2025 UWMP has addressed the requirements of the CWC. Chino has completed the DWR checklist by indicating where the required CWC elements can be found within Chino's 2025 UWMP (See Appendix E).

Within 30 days of adoption of the 2025 UWMP, including the WSCP, Chino submitted copies of the adopted UWMP to the San Bernardino County Assessor-Recorder/Clerk's Office and California State Library in accordance with CWC requirements.

10.3 Public Availability

Within 30 days after submittal of the 2025 UWMP to DWR, Chino made the 2025 UWMP (including the WSCP) available at Chino's main office during normal business hours and on Chino's website.

10.4 Amending an Adopted UWMP or WSCP

If Chino amends the adopted 2025 UWMP (and/or the WSCP), the amended UWMP or WSCP will undergo adoption by Chino's governing board. Within 30 days of adoption, the amended

UWMP will then be submitted to DWR, the State of California Library, and the County of San Bernardino's Assessor- Recorder/Clerk's office.

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Appendix A DWR Tables

A

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA3610012	City of Chino	23,420	15,324
	Total	23,420	15,324
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☐	UWMP Tables are in calendar years
☑	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
7/1	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Add additional rows as needed
Inland Empire Utilites Agency
Water Facilities Authority
Chino Basin Desalter Authority
NOTES:

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	95,744	98,820	101,897	106,040	110,183	114,327
NOTES:						

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual Water Code Section 10631(d)(1)			
Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	7,230
Multi-Family		Potable	1,383
Commercial		Potable	2,188
Industrial		Potable	470
Landscape		Potable	2,584
Agricultural		Potable	24
Other (optional)		Potable	44
Distribution System Water Loss		Potable	1,400
		Subtotal Potable	15,323
		Subtotal Non-Potable	0
		Total	15,323
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed.							
Single Family		Potable	8,070	8,009	8,070	8,230	8,472
Multi-Family		Potable	1,437	1,371	1,327	1,302	1,292
Commercial		Potable	2,395	2,599	2,803	3,007	3,211
Industrial		Potable	524	554	584	615	645
Landscape		Potable	2,513	2,197	1,966	1,804	1,699
Agricultural		Potable	38	51	64	77	90
Other (optional)		Potable	26	8	-10	-29	-46
Distribution System Water Loss		Potable	1,538	1,705	1,873	2,041	2,208
		Subtotal Potable	16,541	16,494	16,677	17,047	17,571
		Subtotal Non-Potable	0	0	0	0	0
		Total	16,541	16,494	16,677	17,047	17,571

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	Yes
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.3/ 4.2.5
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA3610012	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES: See Section 4.2.3 for direct links to AWWA Water Audits.		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audi		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA3610012	Yes	19	Gallons per Service Connection per Day (GPSCD)	23,052	1038	40.2	8.5	Gallons per Service Connection per Day (GPSCD)	23,052	201	7.8

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below. Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	189	169	Yes		NA

DWR NOTES:

Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.

Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance.

NOTES:

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin	Potable	Chino Basin	6,133	6,193	5,569	5,872	6,186
		Total	6,133	6,193	5,569	5,872	0
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES							

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
IEUA	Estimated	3,453	IEUA Carbon Canyon WWRF, Place ID 259184	Yes
IEUA	Estimated	0	IEUA Carbon Canyon WWRF, Place ID	Yes
IEUA	Estimated	3,187	IEUA Carbon Canyon WWRF, Place ID 259186	Yes
Total Wastewater Received from UWMP Service Area in 2025:		6,640		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES: Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Add additional rows as needed														
IEUA Carbon Canyon WWRF, Place ID 259184	Yes	3,453	3,453		1,806		480		1,168					
IEUA Carbon Canyon WWRF, Place ID 259185	Yes	0	-		-		-		0					
IEUA Carbon Canyon WWRF, Place ID 259186	Yes	3,187	3,187		1,702		439		1,047					
Total		6,640	6,640		3,508		919		2,215		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES :Row 2 and 3 of table describe facility RP-2 and RP-5 respectively.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	IEUA
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	City of Chino Hills
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
Agricultural irrigation	Non-Potable		1,223	1,450	1,300	1,100	900	700		
Landscape irrigation (exc golf courses)	Non-Potable		2,166	2,369	2,615	2,887	3,188	3,520		
Industrial use	Non-Potable		19	21	23	26	28	31		
Groundwater recharge (IPR)			2,151	2,375	2,622	2,895	3,196	3,529		
Other (Description Required)	Non-Potable	Hydrant meter	96	100	105	110	115	120		
		Subtotal Potable	-	-	-	-	-	-	-	
		Subtotal Non-Potable	3,504	3,940	4,043	4,123	4,231	4,371	-	
		Total	5,655	6,315	6,665	7,018	7,427	7,900	-	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633(e)

☐	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Agricultural irrigation	2,197	1,223
Landscape irrigation (exc golf courses)	2,302	2,166
Golf course irrigation		19
Groundwater recharge (IPR)		2,151
Other (Description Required)		96
Total	4,500	5,655

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)			
☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Retrofits	Retrofit landscape irrigation systems	Ongoing	0
Recycled Water Distribution System Expansion	Expand existing recycled water distribution system	Ongoing	0
		Total (AF)	0
		Unit Conversion to AF	0

DWR NOTES:
Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.

NOTES:

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
	Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
State Street Water Treatment Plant	No			Potable	2026		6,452
Wel 17	No			Potable	2026		1,774
Well 16	No			Potable	2026		1,452
Well 11	No			Potable	2026		2,742

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631(b)				
Water Supply		**2025**		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Chino Basin	Potable	6,186	
Purchased or Imported Water	Chino Basin Desalter Authority	Potable	5,086	
Purchased or Imported Water	Water Facilities Authority	Potable	4,052	
Recycled Water	Inland Empire Utilities Agency	Non-Potable	3,508	
		Subtotal Potable	15,324	
		Subtotal Non-Potable	3,508	
		Total	18,832	

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Groundwater (not desalinated)	Chino Basin	Potable	7,669		7,790		8,102		8,573		9,171	
Purchased or Imported Water	Chino Basin Desalter Authority	Potable	5,000		5,000		5,000		5,000		5,000	
Purchased or Imported Water	Water Facilities Authority	Potable	3,902		3,902		3,902		3,902		3,902	
Recycled Water	Inland Empire Utilities Agency	Non-Potable	6,314		6,665		7,018		7,427		7,900	
		Subtotal Potable	16,571	0	16,692	0	17,004	0	17,475	0	18,073	0
		Subtotal Non-Potable	6,314	0	6,665	0	7,018	0	7,427	0	7,900	0
		Total	22,885	0	23,357	0	24,022	0	24,902	0	25,973	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	7/1/2024	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	6/30/2025			
Is upstream embedded energy in the values reported?				
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		15,324		15,324
Energy Consumed (kWh)		5,335,320		5,335,320
Energy Intensity (kWh/vol. converted to MG)		1,068	-	1,068

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Data Quality Narrative:

Narrative:

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	**Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	**Available Supplies if Year Type Repeats**	
		☐	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	2012-2025	14,728	100%
Single-Dry Year	2018	14,377	97%
Consecutive Dry Years 1st Year	2012	15,441	105%
Consecutive Dry Years 2nd Year	2013	15,852	108%
Consecutive Dry Years 3rd Year	2014	16,225	110%
Consecutive Dry Years 4th Year	2015	14,578	99%
Consecutive Dry Years 5th Year	2016	12,866	87%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	16,571	16,692	17,004	17,475	18,073
Use totals (autofill from Submittal Table 4-2 R)	16,571	16,692	17,004	17,475	18,073
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	16,177	16,295	16,599	17,059	17,643
Use totals	16,177	16,295	16,599	17,059	17,643
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	17,374	17,966	18,733	17,298	15,789
	Use totals	17,374	17,966	18,733	17,298	15,789
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	17,836	17,966	18,302	18,809	19,453
	Use totals	17,836	17,966	18,302	18,809	19,453
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	18,256	18,389	18,733	19,252	19,911
	Use totals	18,256	18,389	18,733	19,252	19,911
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	16,403	16,523	16,831	17,298	17,890
	Use totals	16,403	16,523	16,831	17,298	17,890
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	14,476	14,582	14,855	15,266	15,789
	Use totals	14,476	14,582	14,855	15,266	15,789
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.						
NOTES:						

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	16,328
Total Supplies (AF)	16,328
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	**Total**
Total Water Use (AF)	17,031
Total Supplies (AF)	17,031
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	**Total**
Total Water Use (AF)	17,706
Total Supplies (AF)	17,706
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	**Total**
Total Water Use (AF)	16,156
Total Supplies (AF)	16,156
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	**Total**
Total Water Use (AF)	14,476
Total Supplies (AF)	14,476
Surplus/Shortfall w/o WSCP Action	0

OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%		
2	Up to 20%		
3	Up to 30%		
4	Up to 40%		
5	Up to 50%		
6	>50%		
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1	Transfers			Not applicable (see Notes)
1	Stored Emergency Supply			Not applicable (see Notes)
2	Transfers			Not applicable (see Notes)
2	Stored Emergency Supply			Not applicable (see Notes)
3	Transfers			Not applicable (see Notes)
3	Stored Emergency Supply			Not applicable (see Notes)
4	Transfers			Not applicable (see Notes)
4	Stored Emergency Supply			Not applicable (see Notes)
5	Transfers			Not applicable (see Notes)
5	Stored Emergency Supply			Not applicable (see Notes)
6	Transfers			Not applicable (see Notes)
6	Stored Emergency Supply			Not applicable (see Notes)
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES: The City will consider increased production form the Chino Basin using existing facilities to address increased demands. In addition, as discussed in Section 4.4 and 6.1, the City has a storage account to the Chino Basin. The City's current amount of water in managed storage is approximately 126,000 AF which can be recovered in the future as the need arises. As noted on Table 8-3, the City pland to implement demand reducrion measures in the even water supplies from existing sources are not sufficient to meet anticipated demands.				

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B),(D), and (E)					
No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Volume	1,726		Yes
1	Landscape - Limit landscape irrigation to specific times	Volume	1,726		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Volume	1,726		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Volume	1,726		Yes
1	Other - Require automatic shut of hoses	Volume	1,726		Yes
1	CII - Restaurants may only serve water upon request	Volume	1,726		Yes
1	CII - Lodging establishment must offer opt out of linen service	Volume	1,726		Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Volume	1,726		Yes
2	Other	Volume	3,453	All actions under Shortage Level 1	Yes
3	Other	Volume	5,179	All actions under Shortage Level 2	Yes
3	Other - Prohibit use of potable water for construction and dust control	Volume	5,179		Yes
4	Other	Volume	6,905	All actions under Shortage Level 3	Yes
5	Other	Volume	8,632	All actions under Shortage Level 4	Yes
6	Other	Volume	8,632	All actions under Shortage Level 5	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
City of Chino Hills	Yes	Yes
City of Ontario	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
San Bernardino County	Yes	Yes
NOTES:		

Appendix B 60 Day Notifications

B

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Ms. Elizabeth Willis
General Manager
Chino Basin Water Conservation District
ewillis@cbwcd.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Ms. Willis,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as City of Chino's notice that it is preparing and updating its 2025 UWMP and WSCP.

A copy of City of Chino's draft 2025 UWMP and WSCP will be available for review prior to the public hearing and adoption meeting at City of Chino's office located at 13220 Central Ave, Chino, CA 91710 and online at City Council | Chino, CA (cityofchino.org) link. City of Chino will subsequently hold a noticed public hearing on the 2025 UWMP and WSCP anticipated to occur as follows:

Date: 5/19/2026
Time: 6:00 P.M.
Place: 13220 Central Ave, Chino, CA 91710

City of Chino invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Ben Orosco, via email at BOrosco@cityofchino.org or by phone at 909-334-3445.

Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Tom O'Neil
General Manager/CEO
Chino Basin Desalter Authority
toneill@chinodesalter.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. O'Neil,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as City of Chino's notice that it is preparing and updating its 2025 UWMP and WSCP.

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Time: 6:00 P.M.
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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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(909) 334-3250 • (909) 334-3720 Fax
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/17/2026

Eric Mejia
Acting Warden
California Institution for Men

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Mejia,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as City of Chino's notice that it is preparing and updating its 2025 UWMP and WSCP.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Todd Corbin
General Manager
Chino Basin Watermaster
tcorbin@cbwm.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Corbin,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as City of Chino's notice that it is preparing and updating its 2025 UWMP and WSCP.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Daniel Bobadilla
Public Works Director
City of Chino Hills
dbobadilla@chinohills.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Bobadilla,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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Time: 6:00 P.M.
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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Ms. Christiana Daisy
Inland Empire Utilities Agency
Interim General Manager
Cdaisy@ieua.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Ms. Daisy,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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City of Chino invites you to submit comments regarding its UWMP and WSCP. If you have any questions or input regarding these documents, please contact Ben Orosco, via email at BOrosco@cityofchino.org or by phone at 909-334-3445.

Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Justin Scott-Coe
Monte Vista Water District
General Manager
jscottcoe@mvwd.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Scott-Coe,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Scott Burton, PE
Utilities General Manager
City of Ontario
SBurton@ontarioca.gov

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Burton,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/17/2026

Mr. Luther Snoke
Chief Executive Officer
San Bernardino County

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Snoke,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

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EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

03/11/2026

Mr. Van Jew
Water Facilities Authority
General Manager
VJew@wfajpa.org

Delivered via Email

City of Chino – NOTICE OF PREPARATION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND SHORTAGE CONTINGENCY PLAN

Dear Mr. Jew,

City of Chino is in the process of preparing and updating its 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the City of Chino's UWMP is required every five (5) years.

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Sincerely,

Hye Jin Lee, PE
Director of Public Works
City of Chino

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

Appendix C Public Notices

C

Documents to be added after public hearing and adoption.

Appendix D Adoption Resolution

D

Documents to be added after public hearing and adoption.

Appendix E DWR Checklist

E

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Section 1 , Section 1.2
1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Section 1.2
2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Sections 1.1
2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1
2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2
2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.2
2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Section 2.3
2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.3
2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Section 2.3/ 2.3.1
2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	N/A
3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.1/ 3.2
3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4
3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.4
3.5	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.5
4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2
4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.2.3
4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.2.3
4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.5 / Section 4.3
4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.3
4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.4
5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	N/A
5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	Section 5.1
6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.1

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 6.1, 6.2, 6.9 and 7.2.3
6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	N/A
6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.1
6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.8
6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.8
6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.5
6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.3
6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.3
6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.3 / 6.3.2
6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.3 / 6.3.2
6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.4
6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.7
6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.10
7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.2.1
7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 7.2.3
7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.4
7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 7.3
7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.3.1

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 7.2
7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 7.3
7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Sections 7.2.1 and 6.9
8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Section 8
8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Section 8.3
8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Section 8.4
8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Section 8.4.2
8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Section 8.5
8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.5
8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.6
8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.6 / 8.6.1
8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.6.3
8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.6.4
8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.6.5
8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Section 8.6.6
8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Section 8.6.7
8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Section 8.7
8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Section 8.8
8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies* .	Water shortage contingency planning	n/a	Section 8.9
8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Section 8.9
8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.10
8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought* .	Water shortage contingency planning	n/a	Section 8.10
8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Section 8.11
8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Section 8.12
8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Section 8.13

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Section 8.14
9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.2
9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	N/A
10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 10.1
10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.1
10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Section 10.2
10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.4
10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.3
10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	N/A

Appendix F Chino Basin Judgment

F

The Chino Basin 1978 Judgement can be found here.

Appendix G WFA and City of Chino Purchase Agreement

G

Recording requested by
and return to:

BEST BEST& KRIEGER LLP
(Richard T. Anderson)
P. O. Box 1028
Riverside, CA 92501

COPY of Document Recorded
on OCT 15 1997 as No. 19970377754
Has not been compared with original.
SAN BERNARDINO COUNTY RECORDER

SECOND REVISED AND RESTATED INSTALLMENT PURCHASE AGREEMENT RELATING TO WATER FACILITIES AUTHORITY WATER TREATMENT PLANT AND REFUNDING OF OUTSTANDING REFUNDING CERTIFICATES OF PARTICIPATION, 1986 SERIES A (AGUA DE LEJOS PROJECT)

by and between

WATER FACILITIES AUTHORITY, as Seller

and

CITY OF CHINO, as Purchaser

Dated as of September 1, 1997

(Exempt from filing fee pursuant to
Government Code Section 6103)

RVPUB\RTA\23554

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SECOND REVISED AND RESTATED INSTALLMENT PURCHASE AGREEMENT RELATING TO WATER FACILITIES AUTHORITY WATER TREATMENT PLANT AND REFUNDING OF OUTSTANDING CERTIFICATES OF PARTICIPATION 1986 SERIES A (AGUA DE LEJOS PROJECT)

THIS SECOND REVISED AND RESTATED INSTALLMENT PURCHASE AGREEMENT, made and entered into as of September 1, 1997, by and between the City of Chino (herein called "Purchaser"), a municipal corporation organized and existing under the laws of the State of California, and the Water Facilities Authority, a joint exercise of powers authority (herein called "Seller" or "Authority"):

WITNESSETH:

In consideration of the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto do agree as follows:

ARTICLE I

RECITALS

101. Purpose of this Second Revised and Restated Installment Purchase Agreement.

The Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8, the Monte Vista Water District and the Cucamonga County Water District have formed the Water Facilities Authority (the "Authority"), and the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District (the "Participants" or "Purchasers") have formed Project Committee No. 1 thereof for the purpose of financing the acquisition and construction of the Water Facilities Authority Water Treatment Plant, certain water transmission lines and energy recovery stations (the "Project") and selling the Project to the Participants.

The Authority entered into agreements entitled "Installment Purchase Agreement Relating to Water Facilities Authority Water Treatment Plant" (the "1985 Installment Purchase Agreements") by and between the Authority, as Seller, and each of the Participants, as a Purchaser, each dated as of October 1, 1985.

The Authority assigned the Installment Purchase Payments which were to be made by the Participants pursuant to the 1985 Installment Purchase Agreements to Bank of America National Trust and Savings Association, as Trustee (the "Initial Trustee"), and to the Letter of Credit Bank

pursuant to an agreement entitled "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant" dated as of October 1, 1985 (the "1985 Assignment Agreement").

The Initial Trustee issued Variable Rate Demand Certificates of Participation (Water Facilities Authority 1985 Series A) (the "1985 Certificates") secured by said Installment Payments for the purpose of raising money to pay for the acquisition and construction of the Project and other related expenses. The 1985 Certificates were issued and secured as provided in the agreement entitled "Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District, as Purchasers, Bank of America National Trust and Savings Association, as Trustee, Water Facilities Authority, as Seller, and Bank America Trust Company of New York, as Paying Agent, dated as of October 1, 1985 Relating to the Water Facilities Authority Water Treatment Plant" (the "1985 Trust Agreement").

In order to refund the 1985 Certificates and thereby reduce the amounts of the Installment Payments of the Participants, the Authority and the Participants entered into the following agreements:

(a) "Revised and Restated Installment Purchase Agreement Relating to the Water Facilities Authority Water Treatment Plant" (the "1986 Installment Purchase Agreements") by and between the Authority, as Seller, and each of the Participants, as Purchaser, each dated as of October 1, 1986; and

(b) "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant" by and between the Authority and Bank of America National Trust and Savings Association, as Trustee, dated as of October 1, 1986 (the "1986 Assignment Agreement"); and

(c) "Trust Agreement by and among the Cities of Chino, Ontario and Upland, the San Bernardino Water Works District No. 8, and the Monte Vista Water District, as Purchasers, and Bank of America National Trust and Savings Association, as Trustee (the "Subsequent Trustee"), and Water Facilities Authority, as Seller, Dated as of October 1, 1986 Relating to the Water Facilities Authority Water Treatment Plant" (the "1986 Trust Agreement").

The 1986 Installment Purchase Agreements amended the 1985 Installment Purchase Agreements for the purpose of deleting references to the 1985 Certificates and the security agreements relating thereto, to redefine the Project and each of the Participant's interest therein and to make an adjustment in the Installment Payments to be made by each of the Participants based on the issuance of fixed interest rate certificates of participation and the revised participation of each of the Participants in the Project.

Pursuant to the 1986 Trust Agreement, the Subsequent Trustee executed and delivered certificates of participation designated "Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" (the "1986 Certificates") and the proceeds of the sale of the 1986 Certificates were used to refund the 1985 Certificates on November 5, 1986, to fund a reserve fund for the 1986 Certificates and to pay costs associated with the execution and delivery of the 1986 Certificates.

On December 1, 1991 the San Bernardino County Water Works District No. 8 was dissolved upon the incorporation of the City of Chino Hills with the effect that said City succeeded to all of the rights and obligations of said district, including the rights and obligations of said district pursuant to its 1986 Installment Purchase Agreement.

On March 21, 1996 the Board of Directors of the Seller approved the prepayment by the City of Chino Hills of its Installment Payment Obligation (as successor in interest to the San Bernardino County Water Works District No. 8) pursuant to the 1986 Installment Purchase Agreement between the Authority and such district, and as a result of such prepayment, outstanding 1986 Certificates were redeemed on October 1, 1996 in the aggregate principal amount of $2,145,000.

As a result of such prepayment and the redemption of such 1986 Certificates, the City of Chino Hills has no further obligation for the payment of Installment Payments to the Authority for the purchase of capacity in the Project and shall therefore no longer be considered to be a Purchaser or a Participant for purposes of defeasing and refunding the outstanding 1986 Certificates.

The Authority and the Participants desire to defease and refund the outstanding 1986 Certificates in order to effect a further reduction in the amounts of the Installment Payments of the Participants, and for that purpose will enter into the following agreements:

(a) "Second Revised and Restated Installment Purchase Agreement Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" by and between the Authority, as Seller, and each of the Participants, as Purchaser, each dated as of September 1, 1997 (the "Installment Purchase Agreements");

(b) "Assignment Agreement Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" by and between the Authority and First Trust of California, National Association, as Trustee, dated as of September 1, 1997 (the "Assignment Agreement"); and

(c) "Trust Agreement among the Cities of Chino, Ontario and Upland and the Monte Vista Water District, as Purchasers, and First Trust of California, National Association, as Trustee (the "Trustee"), and Water Facilities Authority, as Seller, Dated as of September 1, 1997 Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" (the "Trust Agreement").

In order to provide for the payment of the principal of and the interest on the outstanding 1986 Certificates until October 1, 1997, which is the first date upon which the outstanding 1986 Certificates can be called and redeemed, and the call and redemption of and the payment of the redemption prices for the 1986 Certificates which are outstanding on that date, the Participants, the Authority and First Trust of California, National Association, as Escrow Agent, will enter into an agreement entitled "Escrow Agreement Relating to Defeasance and Refunding of Outstanding

Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" dated as of September 1, 1997 (the "Escrow Agreement").

Pursuant to the Trust Agreement, the Trustee will execute and deliver certificates of participation designated "Refunding Certificates of Participation, 1997 Series A" (the "Certificates") to provide money for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement, fund or otherwise provide for a reserve fund for the Certificates, and pay costs associated with the execution and delivery of the Certificates.

This Agreement and the other Installment Purchase Agreements amend and restate the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements by deleting references to the 1986 Certificates and the security agreements relating thereto, to acknowledge that construction of the Project has been completed and that the Project is in operation, to provide for the execution and delivery of the Certificates for the purpose of defeasing and refunding the 1986 Certificates in order to further reduce the amounts of the Installment Payments to be made by the Participants for the purchase of their respective capacity rights in the Project, and to make adjustments in the amounts of such Installment Payments based on the interest rates of the Certificates.

102. Status and Powers of Authority. Seller is a California joint exercise of powers authority organized and existing under Chapter 5, Division 7, Title 1 (commencing at Section 6500) of the Government Code of the State of California, and is authorized to acquire and construct the Project, to sell capacity therein to Purchaser and perform the actions and duties more particularly described herein. The member entities comprising Seller are the Cities of Chino, Chino Hills, Ontario and Upland, the Monte Vista Water District, and the Cucamonga County Water District. The Cities of Chino, Chino Hills, Ontario and Upland, and the Monte Vista Water District have formed Project Committee No. 1 of Seller (collectively, the "Participants" or "Purchasers"), each of which Purchasers has purchased certain capacity rights in the Project. Construction of the Project has been completed and the Project is to be owned, operated and maintained by Seller for the benefit of the Purchasers.

103. Status and Powers of Purchaser. Purchaser is a municipal corporation organized and existing under the laws of the State of California. Purchaser is desirous of purchasing capacity in the Project in order to provide treated water to its customers and thereby to further its public purpose. Purchaser is authorized to purchase real and personal property for the common benefit in order to achieve its public purposes. Pursuant to Resolution No. 97-28 and Resolution No. 97-39 of the City Council of Purchaser adopted on June 17, 1997, and September 2, 1997, respectively, Purchaser is authorized to enter into this Agreement.

104. Purpose of Agreement. Purchaser desires to purchase certain capacity in the Project from Seller and Seller desires to sell such capacity in the Project to Purchaser in consideration of the payment by Purchaser of installments of principal and interest on the unpaid purchase price therefor. The capacity to be acquired by Purchaser in each portion of the Project, together with the capacities to be acquired by the other Purchasers, and a description of the Project, are set forth in Exhibit A attached hereto and by this reference incorporated herein. The purpose of this Agreement is to effectuate said transaction by setting forth the terms and conditions relating thereto. Another

purpose of this Agreement is to provide for the defeasance and refunding of the outstanding 1986 Certificates in order to effect a further reduction in the amounts of the Installment Payments of Purchaser and the other Purchasers.

105. Funding of Refunding of the 1986 Certificates. To provide Seller with the funds to defease and refund the 1986 Certificates, Seller will assign its right to receive the Installment Payments from the Purchasers to First Trust of California, National Association, as Trustee, and the Trustee will execute and deliver the Certificates which will represent proportionate interests in the Installment Payments, and a portion of the proceeds from the sale of the Certificates will be transferred and delivered to First Trust of California, National Association, as Escrow Agent, for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement, which together with money to be transferred and delivered to said Escrow Agent from the Reserve Fund established pursuant to the 1986 Trust Agreement for deposit in said Escrow Fund, will be used to defease and refund the 1986 Certificates. Purchaser agrees to pay the Installment Payments to Seller and Seller agrees to pay the Installment Payments to the Trustee for the benefit of the Owners of the Certificates.

106. Acknowledgment of Assignment Agreement. Seller and Purchaser acknowledge that Seller on the date hereof is entering into the Assignment Agreement with First Trust of California, National Association, as Trustee; that pursuant to the Assignment Agreement, Seller is assigning and transferring to the Trustee all of its rights under this Agreement, including, among others, its rights to exercise its remedies to enforce the payment and receipt of such Installment Payments, as such rights and remedies are provided by this Agreement; and that the Trustee constitutes the assignee of Seller as described herein.

107. Acknowledgment of Status of Project. Seller and Purchaser acknowledge that Seller is the owner of the Property more particularly described in Exhibit C attached hereto and by this reference incorporated herein and is the owner of the Project, which includes the Property, and will retain title to the Project, and Purchaser will, by payment of the Installment Payments, acquire only capacity in the Project.

ARTICLE II

DEFINITIONS AND GENERAL PROVISIONS

201. Definitions in General. The terms defined in this Section shall, for all purposes of this Agreement and the Trust Agreement, have the meanings ascribed to them, unless the context clearly requires some other meaning.

"Agreements" shall mean, collectively, the Installment Purchase Agreements, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions of each Installment Purchase Agreement and the Trust Agreement, as assigned to the Trustee pursuant to the Assignment Agreement. The term "Agreement" shall individually refer to

this Agreement or the Installment Purchase Agreement between Seller and another specified Purchaser, depending on the context in which the term is used.

"Agreements Term" shall mean the period during which the Agreements are in effect as specified in the Agreements.

"Assignment Agreement" shall mean the Assignment Agreement entered into by and between Seller and the Trustee dated as of September 1, 1997, pursuant to which Seller assigns its rights under all the Agreements to the Trustee on behalf of the Owners of the Certificates.

"Authorized Newspaper" shall mean a newspaper customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language, and of general circulation in Los Angeles, California and New York, New York.

"Authorized Representative of the City of Chino" shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Chino to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

"Authorized Representative of Monte Vista Water District" shall mean the General Manager or Assistant General Manager or any person or persons designated by the Board of Directors of the Monte Vista Water District to act on behalf of the District as certified by a written certificate signed on behalf of the District by the President of the Board of Directors and containing the specimen signature of each such person.

"Authorized Representative of the City of Ontario" shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Ontario to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

"Authorized Representative of the City of Upland" shall mean the City Manager or Assistant City Manager or any person or persons designated by the City Council of the City of Upland to act on behalf of the City as certified by a written certificate signed on behalf of the City by the Mayor and containing the specimen signature of each such person.

"Authorized Representative of Seller" shall mean the Chairman of the Board of Directors of Seller or any person or persons designated by the Board of Directors of Seller and authorized to act on behalf of Seller as certified by a written certificate signed on behalf of Seller by the Chairman of the Board of Directors of Seller and containing the specimen signature of each such person.

"Bond Counsel" shall mean a nationally recognized law firm specializing in the area of tax-exempt municipal finance.

"Bond Insurance" shall mean the municipal bond issue insurance policy issued by the Insurer with respect to the Certificates .

"Business Day" shall mean any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee is located are authorized or required by law or regulation to close, or (ii) a day on which the New York Stock Exchange is closed.

"Certificate" or "Certificates" or "Certificates of Participation" shall mean any certificate or certificates of participation executed and delivered by the Trustee pursuant to the Trust Agreement, each such Certificate representing a proportionate interest in the principal portion of the Installment Payments payable on the Installment Payment Date which coincides with the maturity upon which date thereof and in the interest portion of the Installment Payments due and payable on each Interest Payment Date to and including the maturity date thereof.

"Certificateowner" or "Owner of Certificates" shall mean the registered owner of any Certificate or Certificates.

"Certificate Year" shall mean the twelve-month period which commences on October 1 in every year and ends on September 30 of the succeeding year.

"Construction Fund" shall mean the Construction Fund held by Seller pursuant to the 1986 Installment Purchase Agreements and the 1986 Trust Agreement.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement between Purchaser and the Trustee dated the date of execution and delivery of the Certificates, as originally executed and as it may be amended from time to time as provided therein.

"Cost" shall mean and be deemed to include, with respect to the Project, but on a pro-rata basis with respect thereto together with any other proper item of cost not specifically mentioned in the Agreements, whether incurred prior to or after the date of the Agreements, (a) costs of payment of, or reimbursement for, acquisition, design, construction, installation and financing of the Project, including, but not limited to, administrative costs and capital expenditures relating to acquisition, construction, installation and financing payments, inspection costs, filing and recording costs, printing costs, reproduction and binding costs, fees and charges of the Trustee pursuant to the Trust Agreement, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the cost of obtaining municipal bond insurance, fees of rating agencies or costs of obtaining credit ratings, fees for the execution, transportation and safekeeping of Certificates, and charges and expenses in connection with the foregoing; (b) all other costs which Seller shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project, including, but not limited to the cost of any insurance required under the Agreements; (c) any sums required to reimburse Purchasers for advances made for any costs incurred as described in clause (a) or clause (b) above, or for any other costs incurred and for work done, or property conveyed, which are properly chargeable to the Project; and (d) such other expenses not specified herein as may be necessary or incidental to the acquisition, construction,

rehabilitation and installation of the Project, the financing thereof and the placing of the same in use and operation. Cost as defined herein shall be deemed to include the cost and expenses incurred by any agent of Seller for any of the above-mentioned items.

"Enterprise" shall mean the entire water system of each Purchaser, including without limitation all improvements, works or facilities owned, controlled or operated by Purchaser to provide water, as such improvements, works or facilities now exist, together with all additions to be acquired, constructed and financed with funds derived from the sale of the Certificates, together with all improvements and extensions to said water system later constructed or organized.

"Escrow Agent" shall mean First Trust of California, National Association, or its successor or successors, or any other corporation which may at any time be substituted in his place pursuant to the provisions of the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement entered into by and among Seller, the Purchasers and the Escrow Agent entitled the Escrow Agreement Relating to Defeasance and Refunding of Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project) dated as of September 1, 1997, and any and all amendments and supplements thereto made in accordance with the provisions thereof.

"Escrow Fund" shall mean the Escrow Fund to be established pursuant to the Escrow Agreement.

"Fiscal Year" shall mean the twelve-month fiscal period of Seller which commences on July 1 in each calendar year and ends on June 30 of the following calendar year.

"Gross Revenues of the Enterprise or Gross Revenues" means all revenues, an all money secured or collected from or arising out of the use or operation of the Enterprise or arising from the Enterprise, including, without limitation, all charges, rentals, and fees required to be paid for services as permitted or required by law, resolution or order, to Purchaser for operation of the Enterprise, excepting only all customer deposits.

"Installment Payment Accounts" shall mean the Installment Payment Accounts to be established and maintained by Seller for the Purchasers and into which Seller shall deposit the Installment Payments received from the Purchasers.

"Installment Payment Dates" shall mean the respective dates on which Installment Payments are scheduled to be made, as set forth in Exhibit B to each Agreement.

"Installment Payments" shall mean the aggregate of amounts set forth in the respective Agreements corresponding to the Installment Payment Dates set forth therein and designated the principal components of such Installment Payments, plus the interest components of such Installment Payments and all other amounts payable by the Purchasers pursuant to the terms of the respective Agreements.

"Insurer" shall mean Financial Guaranty Insurance Company, and its successors, the insurer of the principal and interest payments with respect to the Certificates.

"Interest Payment Date" shall mean April 1 and October 1 of each year.

"Interest Payment Fund" shall mean the Interest Payment Fund established in Section 401 of the Trust Agreement.

"Interest Period" shall mean the period from and including September 1, 1997 until the succeeding September 30th and thereafter from the next succeeding April 1 or October 1 to the following March 31 or September 30, respectively.

"Interest Rate" shall mean the fixed annual interest rate on the Certificates as set forth in Section 303(4) of the Trust Agreement.

"Investment Securities" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

(1) direct noncallable obligations of the United States of America; and

(2) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Federal Home Loan Mortgage Corporation or Federal Housing Administration Farm Credit Bank;

(3) interest-bearing demand or time deposits (including certificates of deposit) in banks (including the Trustee) and savings and loan associations, having combined capital and surplus of at least Seventy-Five Million Dollars ($75,000,000);

(4) deposits in the Local Agency Investment Fund established pursuant to Section 16429.1 of the California Government Code, but, to the extent utilized by the Trustee, only to the extent such moneys are held solely in the name of and for the benefit of the Trustee;

(5) obligations the interest on which is exempt from federal income taxation under Section 103 of the Code and which are authorized by law as an investment under the Trust Agreement;

(6) money market funds rated in the highest category by Moody's or by Standard & Poor's; and

(7) investment agreements with domestic or foreign banks or corporations (other than a life or property casualty insurance company) the long-term debt of which or, in the case of a guaranteed corporation, the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by Standard & Poor's and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Certificates;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice;

(c) the investment agreement shall provide that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) Seller and the Trustee receive the opinion of domestic counsel (which opinion shall be addressed to Seller) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, Seller;

(e) the investment agreement shall provide that if during its term

(1) the provider's rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to Seller, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to Standard & Poors and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the invested funds; and

(2) the provider's rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of Seller or the Trustee, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to Seller or the Trustee; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral);

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of Seller or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the Seller or Trustee, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to Seller or the Trustee, as appropriate.

"Maximum Annual Debt Service" shall mean as of any date of calculation the sum of (a) the interest coming due on the Outstanding Certificates and (b) the amount of all sinking payment installments and principal maturities coming due on the Outstanding Certificates, all as computed for the Certificate Year in which such sum shall be largest. Maximum Annual Debt Service shall be determined on October 1 of each year.

"Maximum Interest Rate" shall mean 12% per annum.

"Moody's" shall mean Moody's Investors Service, Inc., a national rating service with offices in New York, New York.

"Maintenance and Operation Costs of the Enterprise" shall mean the reasonable expenses of management and other expenses necessary to operate, maintain and preserve each respective Enterprise in good repair and working order, excluding depreciation.

"Net Proceeds" shall mean any insurance or condemnation proceeds paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues of the Enterprise" or "Net Revenues" shall mean the amounts of Gross Revenues of the Enterprise remaining after payment therefrom of the Maintenance and Operation Costs of the Enterprise.

"1985 Installment Purchase Agreements" shall mean the Installment Purchase Agreements Relating to Water Facilities Authority Water Treatment Plant by and between Seller and each of the Purchasers, each dated as of October 1, 1985.

"1985 Trust Agreement" shall mean the Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino County Water Works District No. 8 and the Monte Vista Water District as Purchasers, Bank of America National Trust and Savings Association, as Trustee, Water Facilities Authority, as Seller, and Bank of America Trust Company of New York, as Paying Agent, dated as of October 1, 1985 Relating to Water Facilities Authority Water Treatment Plant.

"1986 Installment Purchase Agreements" shall mean the Revised and Restated Installment Purchase Agreements Relating to the Water Facilities Authority Treatment Plant by and between Seller and each of the Purchasers, each dated as of October 1, 1986.

"1986 Certificates" shall mean the certificates of participation designated "Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project)" dated as of October 1, 1986 which were executed and delivered by the trustee under the 1986 Trust Agreement.

"1986 Reserve Fund" shall mean the Reserve Fund established and held by the trustee pursuant to the 1986 Trust Agreement.

"1986 Trust Agreement" shall mean the Trust Agreement among the Cities of Chino, Ontario and Upland, the San Bernardino Water Works District No. 8 and the Monte Vista Water District, as Purchasers, Bank of America National Trust and Savings Association, as trustee, and Water Facilities Authority, as Seller, dated as of October 1, 1986 Relating to Water Facilities Authority Water Treatment Plant.

"Outstanding," when used with reference to Certificates, shall mean, as of any date, Certificates theretofore or thereupon being executed and delivered under the Trust Agreement except:

(i) Certificates canceled by the Trustee on or prior to such date;

(ii) Certificates (or portions of Certificates) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Trust Agreement and set aside for such payment or redemption, (whether at or prior to the maturity or redemption date), provided that if such Certificates (or portions of Certificates) are to be redeemed, notice of such redemption shall have been given as in Article III of the Trust Agreement provided or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(iii) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered pursuant to Article III of the Trust Agreement.

"Parity Indebtedness"(and "Existing Parity Indebtedness") shall mean any indebtedness created or incurred by Purchaser, evidenced by revenue bonds, revenue notes or any other evidences of indebtedness, which is secured by a pledge of and a charge and lien upon the Net Revenues of the Enterprise which is on a parity with the pledge of and charge and lien upon the Net Revenues which secures payment of the Installment Payments. "Existing Parity Indebtedness" shall mean Purchaser's obligation to make installment payments with respect to the Installment Sale Agreement (Water System Improvement Project) by and between the Redevelopment Agency of the City of Chino, as Seller, and Purchaser, as Purchaser, dated as of February 1, 1993, and its obligation to make lease payments under the Lease Purchase Agreement Relating to Water Facilities Project by and between Purchaser, as lessee, and San Bernardino County Waterworks District No. 8, as lessor, dated as of June 1989.

"Permitted Encumbrances" shall mean as of any particular time:

(i) liens for ad valorem taxes and assessments, if any, not delinquent or which the Purchasers may, pursuant to Section 415 of the Agreements, permit to remain unpaid;

(ii) the Agreements;

(iii) the Assignment Agreement;

(iv) the Trust Agreement; and

(v) easements, rights of way and other rights, reservations, covenants, conditions or restrictions which do not impair or impede construction or operation of the Project as evidenced by the certificate of an Authorized Representative of Seller filed with the Trustee.

"Principal Corporate Trust Office" shall mean the principal corporate trust office of the Trustee in Los Angeles, California provided, however, that with respect to the transfer, registration, exchange, payment and surrender of Certificates such term means care of the corporate trust office of First Trust National Association in St. Paul, Minnesota.

"Principal Payment Date" shall mean the date on which a principal amount is paid with respect to the Certificates as provided in Sections 303(4) and 303(8) of the Trust Agreement.

"Principal Payment Fund" shall mean the Principal Payment Fund established by Section 401 of the Trust Agreement.

"Project" shall mean the water treatment plant and water transmission lines and energy recovery stations more particularly described in Exhibit A hereto.

"Property" shall mean the parcels of land described in Exhibit B hereto.

"Purchaser's Percentage Share" shall mean the percentage share of Purchaser of the Installment Payments, the Reserve Requirement and other amounts for which the Purchasers are responsible pursuant to the Agreements and the Trust Agreement, based on the percentage interest of Purchaser, as compared to the percentage interests of all of the Purchasers (other than the City of Chino Hills), in the capacity of the Project as set forth in Exhibit A hereto.

"Purchase Price" shall mean as to each Purchaser, such Purchaser's share of the Cost to acquire its capacity in the Project, as set forth in Exhibit A to its Agreement.

"Record Date" shall mean the fifteenth (15th) day of the month immediately preceding an Interest Payment Date.

"Redemption Fund" shall mean the Redemption Fund established by Section 401 of the Trust Agreement.

"Redemption Price" shall mean, with respect to any Certificate, the principal amount thereof payable upon redemption thereof pursuant to such Certificate or the Trust Agreement, and any premium payable in connection therewith.

"Reserve Fund" shall mean the Reserve Fund established by Section 401 of the Trust Agreement.

"Reserve Requirement" shall mean on any date in any Certificate Year the lesser of (i) ten percent (10%) of the sale price of the Certificates, (ii) Maximum Annual Debt Service, or (iii) one hundred twenty-five percent (125%) of average annual debt service with respect to the Certificates.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"State" shall mean the State of California.

"Supplemental Trust Agreement" shall mean any agreement supplemental or amendatory of the Trust Agreement.

"Trust Agreement" shall mean the Trust Agreement entered into by and among the Purchasers, the Trustee and Seller dated as of September 1, 1997 Relating to the Water Facilities Authority Water Treatment Plant and Refunding of the Outstanding Refunding Certificates of Participation, 1986 Series A (Agua de Lejos Project) and any and all amendments and supplements thereto made in accordance with the provisions of the Trust Agreement.

"Trust Estate" shall mean all right, title and interest of the Trustee in and to the Installment Payments, the Project and the Agreements, including, without limitation: all amounts from time to time deposited in the accounts and subaccounts created pursuant to the Trust Agreement, other than amounts in the Rebate Fund established pursuant to the Trust Agreement, in

accordance with the provisions of Article IV of the Trust Agreement, including all investments and investment earnings thereon, and all amounts received by the Trustee pursuant to the Bond Insurance.

"Trustee" shall mean First Trust of California, National Association, or its successor or successors or any other corporation which may at any time be substituted in its place pursuant to the provisions of the Trust Agreement.

202. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons, shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

203. Continuation of Installment Payment Obligation. The obligation of Purchaser to pay the Installment Payments pursuant to the 1986 Installment Purchase Agreement continues without interruption as a result of Seller and Purchaser entering into this Agreement. The defeasance and refunding of the 1986 Certificates does not extinguish Purchaser's obligation to make the Installment Payments, and the sole effect of this Agreement insofar as it relates to Purchaser's obligation to make the Installment Payments is to reduce the amounts of the Installment Payments, as such amounts are set forth in Exhibit B attached hereto. Purchaser and Seller acknowledge and agree that they would not have entered into this Agreement and the Trust Agreement and that Seller would not have entered into the Assignment Agreement if by doing so they would have interrupted or extinguished Purchaser's obligation to make the Installment Payments, and that the sole purpose for the execution and delivery of this Agreement and the Agreements between Seller and the other Purchasers, the Trust Agreement and the Assignment Agreement is to reduce the amounts of the Installment Payments of Purchaser and the other Purchasers by defeasing and refunding the 1986 Certificates through the execution, delivery and sale of the Certificates as provided in this Agreement and the Trust Agreement.

ARTICLE III

SALE OF CAPACITY IN THE PROJECT; PURCHASE PRICE

301. Deposit of Moneys. In order to induce Purchaser to purchase capacity in the Project from Seller and to assure Purchaser that the moneys needed to pay the Cost of the Project would be available for that purpose without delay, Seller, immediately following recordation by Seller of the 1985 Installment Purchase Agreement between Seller and Purchaser, and the 1985 Installment Purchase Agreements between Seller and the other Purchasers, deposited with the Trustee, or caused to be deposited with the Trustee, the sum of $34,006,000. Of this amount, $29,421,221 was deposited in the Construction Fund held by Seller pursuant to the 1985 Trust Agreement; $3,770,000 was deposited in the Reserve Fund, and $814,799 was deposited in the Interest Payment Fund held

by the Trustee pursuant to the 1985 Trust Agreement for Purchaser. Upon the sale of the 1986 Certificates, $1,085,025 was transferred from said Reserve Fund and $3,167,490 from the Construction Fund which together with $30,447,485 from the 1986 Certificate proceeds was used to reimburse the Letter of Credit Bank (as identified in the 1985 Trust Agreement) the amount advanced by said Letter of Credit Bank to redeem the 1985 Certificates. Construction of the Project has been completed and the Project is in operation. Upon the execution and delivery of the Certificates and receipt of the proceeds of the sale thereof, in order to defease and refund the outstanding 1986 Certificates and effect a further reduction in the amounts of the Installment Payments of Purchaser and the other Purchasers, $2,708,658 from the Reserve Fund established pursuant to the 1986 Trust Agreement, $1,794,861 from the Construction Fund, $1,531,927.50 from the Installment Payment Accounts and $21,696,511.15 of the proceeds of the sale of the Certificates will be transferred to the Escrow Agent for deposit in the Escrow Fund to be established pursuant to the Escrow Agreement for the purpose of paying the principal of and the interest on the 1986 Certificates until October 1, 1997, the next date upon which the 1986 Certificates can be redeemed, and redeeming and paying the Redemption Prices of and interest on the 1986 Certificates which remain outstanding on that date.

302. Construction of Project. Purchaser and Seller agree that construction of the Project has been completed in accordance with the following agreements from the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements, and that Seller has fully satisfied its obligations with respect thereto:

Seller agrees to acquire and construct or cause the acquisition and construction of the Project pursuant to the plans and specifications on file in the office of Seller. Seller shall cause contractors under any construction contracts to comply with workers' compensation insurance laws and to pay prevailing wages in accordance with the requirements of Article 2 (commencing with Section 1770) of Chapter 1, Part 7, Division 2 of the California Labor Code. Seller shall provide for supervision of construction of the Project until completion of construction of the Project. Seller shall cause the construction to be performed diligently to the end and covenants that the Project will be substantially completed by September 1, 1988. Purchaser and Seller agree that upon substantial completion of the Project, Seller will maintain and operate the Project under the terms and provisions of this Agreement and such other agreements to be made between Seller and the Purchasers. No changes shall be made in such plans and specifications which increase the pro rata portion of Project Cost attributable to Purchaser's capacity in the Project in excess of the funds available in the Construction Fund unless Purchaser deposits or causes to be deposited in the Construction Fund moneys in an amount deemed by Seller and Purchaser to be sufficient to pay such increase.

Upon completion of construction of the Project, Seller shall deliver or cause to be delivered to the Trustee an Acceptance Certificate thereof executed by an Authorized Officer of Seller.

On the date of the filing of the Acceptance Certificate or on September 27, 1988, whichever is earlier, Seller shall notify Purchaser and the Trustee of its pro rata share of excess funds not encumbered to pay Project Cost then on deposit in the Construction Fund. All such excess funds shall be transferred to the Trustee for deposit in Purchaser's Principal Payment Accounts and Interest Payment Accounts as provided in Section 402 of the Trust Agreement. Any money held in the

Construction Fund after October 1, 1988 may be invested at a yield not to exceed the yield on the Certificates.

303. Payment of Project Cost. Purchaser and Seller agree that payment for the construction of the Project has been completed in accordance with the following provisions of the 1985 Installment Purchase Agreements and the 1986 Installment Purchase Agreements:

Payment for the construction of the Project, as well as all other Project Cost, up to the total amount in the Construction Fund, shall be made from the moneys held by Seller in the Construction Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Article IV of the Trust Agreement. Purchaser may at any time during construction contribute cash or its equivalent (as agreed upon between Seller and Purchaser) to the Project which amount will be credited against the Purchase Price to be paid by Purchaser. As an alternative, if Seller and Purchaser agree, Purchaser may be reimbursed from the Construction Fund any Project Cost heretofore or hereafter advanced by Purchaser.

304. Sale of Capacity in the Project; Term.

(a) Sale of Capacity in the Project. In consideration of the payment, or the causing of the payment, of Installment Payments provided for in Section 305 of this Agreement by Purchaser to Seller or its assignee, Seller hereby grants, conveys, bargains and sells to Purchaser, effective upon the date of the Trust Agreement, the capacity in the Project described in Exhibit A, upon the terms and conditions set forth in this Agreement and Purchaser hereby accepts said grant, conveyance, bargain and sale upon said terms and conditions.

(b) Term of Agreement. The term of this Agreement shall commence upon the date of the Trust Agreement and shall terminate upon the occurrence of either of the following events: (a) payment in full of the Installment Payments by Purchaser pursuant to the provisions of this Agreement; or (b) a default by Purchaser and termination pursuant to Article VI hereof.

305. Installment Payments. For the purchase of the stated capacity in the Project, Purchaser shall pay to Seller, its successors and assigns, the Installment Payments set forth in Exhibit B attached hereto and by this reference incorporated herein from, but only from, the Net Revenues of Purchaser's Enterprise. Installment Payments shall be made to Seller in sufficient time for Seller to make the Installment Payments to the Trustee, as hereinafter provided, which Installment Payments shall be held by Seller in segregated Installment Payment Accounts to be established by Seller in the name of each Purchaser until paid to the Trustee prior to each Interest Payment Date and/or Principal Payment Date, as the case may be. Installment Payments received by Seller shall be invested in Investment Securities and any earnings thereon shall be credited pro rata to each Purchaser's Principal Payment Account.

Each Installment Payment shall constitute payment in part for the title to the specified capacity of Purchaser in the Project as described in Exhibit A hereto. For each such annual period commencing with the period beginning on the date of the Trust Agreement, Purchaser shall make Installment Payments to Seller on the Installment Payment Dates during said annual periods as more

particularly set forth in Exhibit B hereto. Seller shall pay the Installment Payments to the Trustee not less than three (3) days before an Interest Payment Date.

Installment Payments for each Installment Payment Date during the term of this Agreement shall constitute the total amount due for said payment period, and shall be paid by Purchaser for and in consideration of Seller selling to Purchaser the percentage interest of Purchaser in the capacity of the Project as set forth in Exhibit A hereto.

In determining the amount of each Installment Payment, Seller shall give Purchaser a credit against the amount due from and payable by Purchaser specified in Exhibit B hereto by (i) an amount equal to the amounts on deposit in Purchaser's Installment Payment Account held by Seller and by the Trustee in similar accounts established pursuant to the Trust Agreement; (ii) the investment earnings received by the Trustee from the investment of money in Purchaser's Reserve Account as reported to Purchaser pursuant to Section 407(4) of the Trust Agreement; (iii) the amount, if any, on deposit in Purchaser's Reserve Account in excess of Purchaser's Percentage Share of the Reserve Requirement; and (iv) the amount in Purchaser's Reserve Account on the Interest Payment Date for the last Installment Payment remaining prior to the expiration of the term of this Agreement. In no event shall money be held by Seller in Purchaser's Installment Payment Account longer than thirteen (13) months.

Purchaser agrees to deposit with the Trustee such amounts as are necessary to pay the interest and principal due on the Certificates on the next Interest Payment Date and Principal Payment Date.

In addition to the Installment Payments, Purchaser agrees to pay its proportionate share, based on its Percentage Share of the Installment Payments as set forth in Exhibit A hereto, of all fees and expenses of the Trustee incurred in connection with the performance of its duties under the Trust Agreement.

306. Interest Component. A portion of each Installment Payment shall be paid as, and represents, the payment of a portion of the unpaid Purchase Price and interest on the unpaid Purchase Price. The interest component of each Installment Payment is set forth in Exhibit B hereto.

307. Payment in Lawful Money; No Set-Off. Each Installment Payment shall be paid or caused to be paid by Purchaser in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, to Seller or its assignee at the office of Seller in Upland, California, or such other place as Seller or its assignee shall designate. Any such Installment Payments accruing hereunder which shall not be paid on or prior to each Installment Payment Date shall bear interest at the rate of twelve percent (12%) per annum from the Installment Payment Date until the same shall be paid. The obligation of Purchaser to make Installment Payments from the Net Revenues of the Enterprise shall be absolute and unconditional and shall not be dependent upon performance of Seller under the Trust Agreement or this Agreement or any other agreement or instrument or the validity or enforceability of any other Installment Purchase Agreement between Seller and any other Purchaser; Installment Payments shall be made whether or not the Project is operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the capacity of or water from the Project for any reason whatsoever, in

whole or in part, and the Installment Payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise.

308. Pledge of Net Revenues. The Installment Payments shall be equally secured by a pledge, charge and lien upon the Net Revenues of the Enterprise, and (except as permitted by this Agreement), all of the Net Revenues of the Enterprise are hereby pledged, charged and assigned for the security of said Installment Payments and such Net Revenues and any interest earned on the Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments and so long as any of the Installment Payments are owing and unpaid such Net Revenues and earnings thereon shall not be used for any other purpose (except to satisfy Purchaser's obligations with respect to the payment of the Existing Parity Indebtedness), and shall be held in trust for the benefit of Seller and the Owners of the Certificates and shall be applied pursuant to this Agreement, or to this Agreement as amended pursuant to provisions herein. The Net Revenues of the respective Enterprises of the other Purchasers are not pledged hereunder.

309. Title. From and after the date of the Trust Agreement, title to Purchaser's specified capacity in the Project, and each and every portion thereof, shall vest in Purchaser, provided, however, that title to Purchaser's specified capacity in the Project and each and every portion thereof shall be subject to the subsequent payment of Installment Payments as described in Section 305 of this Agreement and to the remedies of Seller and its assignee in the event of default as provided in Article V of the Trust Agreement and to Permitted Encumbrances.

310. Disclaimer of Warranties. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR WARRANTY WITH RESPECT THERETO. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

311. Manufacturers' Warranties. Seller appoints Purchaser its agent and attorney-in-fact during the Agreements Term, so long as Purchaser shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties concerning the Project, which Seller may have against the manufacturer or supplier of the Project or any portion thereof. As between Seller and Purchaser, Purchaser's sole remedy for the breach of any such warranty, indemnification or representation shall be against the manufacturer or supplier of the Project, and not against Seller, nor shall such matter have any effect whatsoever on the rights of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that neither Seller nor the Trustee makes, or has made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer of or supplier for any part of the Project.

312. Purchaser's Option to Prepay the Installment Payments. Except as provided herein, Purchaser shall not have the option to prepay the remaining Installment Payments. Purchaser may, at its option, prepay Purchaser's Percentage Share of the principal component of the remaining

Installment Payments, in whole or in part, on October 1, 2007 and on any Interest Payment Date thereafter, with a prepayment premium of two percent (2.00%) of the principal amount of Certificates to be redeemed if such prepayment occurs on October 1 or April 1, 2007, and which prepayment premium shall be reduced by one-half of one percent (.50%) on each subsequent October 1 until it reaches zero on October 1, 2011, so that no prepayment premium shall be owing after that date, together with accrued interest to the date on which Certificates will be redeemed with such prepayment.

313. Tax Covenants. Purchaser and Seller hereby covenant with the Owners of the Certificates that:

(a) They will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial execution and delivery of the Certificates, would have caused any of the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended from time to time (the "Code");

(b) They will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial execution and delivery of the Certificates, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code, of interest paid with respect to the Certificates;

(c) They will not take any action or omit to take any action, which action or omission if reasonably expected on the date of initial execution and delivery of the Certificates, would have caused any of such Certificates to be "private activity bonds" within the meaning of Section 141 of the Code; and

(d) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Certificates, they will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

ARTICLE IV

COVENANTS RELATING TO THE PROJECT

401. Maintenance and Operation of the Project. Seller shall maintain the Project or cause the Project to be maintained and operated on behalf of Purchaser and the other Purchasers. Notwithstanding the covenants hereunder made by Seller, it is understood that the Purchasers shall pay their proportionate shares of the cost of the maintenance and operation of the Project. The obligations of the Purchasers may be more fully set forth in further agreements among the Purchasers and Seller.

402. Utilities; Repairs. Seller shall pay for, or otherwise arrange for the payment of, all utility services supplied to the Project (which services shall include electric power, gas, telephone and

all other utility services), all cost of operation of the Project and all cost of repair and replacement of the Project resulting from ordinary wear and tear or want of care.

403. Public Liability Insurance. Seller shall maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Project, such insurance to afford protection to a limit of not less than $5,000,000 combined single limit bodily injury and property damage. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Seller. Any such insurance carried by Seller shall name the Purchasers and the Trustee as additional insureds.

404. Workers' Compensation Insurance. Seller shall be responsible for compliance, including all financial payments, with the laws of the State regarding workers' compensation and employee safety.

405. Fire and Special Extended Coverage Endorsement. Seller shall maintain or cause to be maintained, throughout the term of this Agreement, fire and lightning insurance, earthquake insurance, subject to deductible conditions not to exceed ten percent (10%) of the full insurable value of the above ground structures of the Project, and special extended coverage endorsement which includes vandalism and malicious mischief endorsement, on all above-ground structures constituting any part of the Project in an amount equal to at least one hundred percent (100%) of the replacement cost of such structures (less a deductible amount of not more than $5,000). All insurance required to be maintained pursuant to this Section may be subject to deductible clauses as may be approved by the Purchasers, provided deductible amounts for fire and extended coverage shall not exceed $5,000 for any one loss. Each such policy of insurance shall contain an inflation cost endorsement, a standard replacement cost endorsement providing for no deduction for depreciation, and a stipulated amount endorsement. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Seller.

In addition, Seller shall maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, earthquake, vandalism and malicious mischief and such other perils ordinarily defined as "extended coverage" on the above-ground structures of the Project in an amount equal to not less than eighteen (18) months' aggregate Installment Payments due from the Purchasers under all of the Agreements.

406. Form of Insurance Policies; Delivery.

(a) All policies of insurance required by Section 405 of this Agreement shall provide (or Seller shall separately agree) that all proceeds thereunder relating to that portion of the Project damaged or destroyed shall be payable to the Trustee pursuant to a lender's loss payable endorsement, substantially in accordance with the form of endorsement approved by the California Bankers Association. The Trustee may adjust, collect and receive all moneys relating to the Project which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the Net Proceeds of such insurance as provided in this Agreement, subject to the terms of the Trust Agreement. All policies of insurance required by Section 405 of this Agreement shall be delivered to the Trustee and shall provide that Seller or its assignee and the

Purchasers, shall be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby.

(b) Seller shall deliver, or cause to be delivered, to Purchaser and the Trustee in the month of December in each year a Certificate of an Authorized Representative of Seller verifying that the insurance requirements as herein provided have been met. If so requested in writing by Purchaser or the Trustee, Seller shall also deliver, or cause to be delivered to Purchaser or to the Trustee duplicate originals or certified copies of each insurance policy described in such certificate; provided, however, that delivery of the insurance policies under the provisions of this Section shall confer no responsibility upon Purchaser or the Trustee as to the sufficiency of coverage or amounts of said policies. In the event of the failure of Seller to obtain or cause to be obtained the insurance required by Sections 403 through 405 of this Agreement, Purchaser may obtain such insurance on behalf of Seller and may collect premiums thereof from Seller with interest at the rate of twelve percent (12%) on unpaid premiums.

407. Inability to Obtain Insurance. Notwithstanding the provisions of Sections 403 through 405 of this Agreement, if at any time Seller shall be unable to obtain or maintain insurance to the extent required by such Sections on reasonable terms, as to amounts, costs or as to risks, the failure to maintain such insurance shall not constitute a default under this Agreement if Seller shall employ or cause the employment of an independent insurance consultant having a favorable reputation for skill and experience in such matters, for the purpose of reviewing such insurance requirements and making recommendations respecting the types, amounts and provisions of reasonably obtainable insurance, including self-insurance, or the establishment of other generally accepted forms of alternative protection that should be carried or provided in lieu thereof, or the infeasibility of obtaining insurance, and if Seller shall comply with the recommendations of such consultant. A signed copy of the report of the insurance consultant shall be filed with the Trustee and the Insurer, and the insurance requirements specified in Sections 403 through 405 of this Agreement shall be deemed to be modified to conform with the recommendations in such report.

408. Application of Net Proceeds of Insurance. The Net Proceeds of any insurance required by this Agreement relating to the loss or destruction of any part of the Project which are collected by the Trustee and paid to Seller or which are paid directly to Seller by the insurer shall be deposited in the Construction Fund and shall be applied and disbursed as set forth below:

(a) If Seller determines that such Net Proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, which determination shall be evidenced by a certificate executed by an Authorized Representative of Seller and filed with the Trustee as assignee of Seller, then Seller shall cause such portion of the Project to be repaired, reconstructed or replaced to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said Net Proceeds. Any balance of said Net Proceeds not required for such repair, reconstruction or replacement shall be transferred by Seller to the Trustee for deposit in the Redemption Fund to be applied as prepayment of Installment Payments and shall be used to redeem Certificates as provided in Section 405 of the Trust Agreement.

(b) In the event that such Net Proceeds are not sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Project, as evidenced by a certificate executed by an Authorized Representative of Seller and filed with the Trustee, Seller shall disburse the Net Proceeds to the Trustee and direct the Trustee to apply such Net Proceeds to the prepayment in full, on the next succeeding Installment Payment Date, of Installment Payments, or if such Net Proceeds are insufficient to prepay the Installment Payments of all of the Purchasers in full, then Seller shall direct the Trustee to apply such Net Proceeds to prepayment of a portion of the Installment Payments, except that no such prepayment shall be in an amount less than $5,000.

Unless Purchaser's Installment Payments have been paid in full as provided in subsection (b) of this Section 408, Purchaser shall be obligated to continue to make the Installment Payments required by this Agreement notwithstanding damage to or destruction of all or a portion of the Project; provided, however, that in the event that only a portion of the Installment Payments are prepaid as provided in subsection (b) of this Section 408, the Installment Payment obligations of Purchaser and the other Purchasers shall be reduced proportionately based on their respective Percentage Shares of the Installment Payments as set forth in Exhibit A hereto.

Notice of the receipt of Net Proceeds and the intended application thereof shall be given by Seller to the Insurer.

409. Application of Net Proceeds of Condemnation. All Net Proceeds received in any condemnation or eminent domain proceeding undertaken by any governmental agency relating to all or a portion of the Project shall be paid by the Purchasers, if received by the Purchasers, to the Trustee for deposit in the Principal Payment Fund and deposited in the appropriate Principal Payment Accounts of the Purchasers and Seller shall assure that such Net Proceeds are applied and disbursed as set forth below:

(a) If Seller determines that such condemnation has not materially adversely affected the operation of the Project, as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, as assignee of Seller, and if such Net Proceeds are insufficient to enable the Purchasers to prepay the Installment Payments in full on the next succeeding Installment Payment Date, Seller shall direct the Trustee to retain such Net Proceeds in the Principal Payment Fund and to cause such Net Proceeds to be applied as a credit against the next succeeding Installment Payments of the appropriate Purchasers.

(b) If Seller determines that such condemnation has materially adversely affected the operation of the Project, as set forth in a certificate executed by an Authorized Representative of Seller and filed with the Trustee, or if such Net Proceeds are sufficient to enable the Purchasers to prepay the Installment Payments in full on the next succeeding Installment Payment Date, Seller shall direct the Trustee to deposit the Net Proceeds in the Redemption Fund and to apply such Net Proceeds to the prepayment in full or (to the extent that such condemnation pertains only to a portion of the Project) in part on the next succeeding Installment Payment Date of Installment Payments of the appropriate Purchasers, and the Installment Payment obligations of Purchaser and the other Purchasers shall be reduced proportionately based on their respective percentage shares of the Installment Payments as set forth in Exhibit A hereto.

Unless the Installment Payments shall have been paid in full as provided in subsection (b) of this Section 409, Purchaser shall be obligated to continue to make the Installment Payments required by this Agreement, notwithstanding condemnation of all or a portion of the Project.

Notice of the receipt of Net Proceeds and the intended application thereof shall be given by Seller to the Insurer.

410. Payment of Installment Payments. Purchaser shall duly and punctually pay or cause to be paid the Installment Payments and the other amounts due hereunder on the dates and at the places and in the manner provided in this Agreement according to the true intent and meaning hereof and of the Trust Agreement, and shall not directly or indirectly extend or assent to the extension of the Installment Payment Dates for any Installment Payments.

411. Compliance with this Agreement. Seller and Purchaser will faithfully observe and perform or cause to be faithfully observed and performed all the covenants, conditions and requirements of this Agreement, and will not suffer or permit any default to occur hereunder, nor do or permit to be done in, upon or about the Project, or any part thereof, anything that might in any way diminish or impair the operation thereof. Neither Seller nor Purchaser will do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of this Agreement (other than by prepayment of the Installment Payments).

412. Payment of Taxes. Purchaser will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon Purchaser's capacity in the Project promptly as and when the same shall become due and payable; provided, however, that Purchaser shall not be required to pay any such tax, assessment, or charge, if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, if Purchaser shall set aside, or cause to be set aside, reserves agreed by Purchaser and Seller or its assignee to be in a form and amount which is adequate with respect thereto and if Purchaser shall hold Seller and its assignee harmless as to any loss or forfeiture which might arise from the nonpayment of any such item; and provided further, that Purchaser, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, will forthwith pay, or cause to be paid, any such tax, assessment or charge, unless contested in good faith as aforesaid. Purchaser will not suffer Purchaser's capacity in the Project or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law.

413. Observance of Laws and Regulations. Seller and Purchaser will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or requirements now or hereafter imposed on either of them by contract, or prescribed by any law or regulation of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by Purchaser and enjoyed by Seller, including Seller's and Purchaser's right to exist and carry on business as a public body,

corporate and politic, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

414. Maintain and Preserve the Project. Seller will operate, maintain and preserve, or will cause to be operated, maintained and preserved, the Project in good repair and working order and will operate or cause the Project to be operated in an efficient and economical manner.

415. Other Liens. Seller and Purchaser shall keep, or cause to be kept, the Project and all parts thereof free from judgments, from mechanics and materialmen's liens (except those arising from construction of the Project) and free from all liens, claims, demands and encumbrances of whatsoever nature or character, other than Permitted Encumbrances, and Seller and Purchaser shall keep or cause to be kept the Project free from any claim or liability which might impair or impede the operation of the Project; provided, however, that Seller or Purchaser shall not be required to pay any such liens, claims or demands if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, and if Seller or Purchaser shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereto; and provided further, that Seller or Purchaser upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay, or cause to be paid, any such charge or claim unless contested in good faith as aforesaid. Seller, Purchaser or the Trustee, may, (after first giving the other parties ten (10) days' written notice to comply therewith and failure of the party liable to so comply) defend against any and all actions or proceedings in which the validity of this Agreement is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that, in defending against such actions or proceedings or in paying or compromising such claims or demands, Seller shall not in any event be deemed to have waived or released Purchaser from liability for or on account of any of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Agreement and the pledge herein made and to perform such covenants and warranties.

416. Against Encumbrances or Sales. Neither Seller nor Purchaser shall create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Project, or upon any real or personal property essential to the operation of the Project except Permitted Encumbrances. Except as expressly provided in this Article IV, Purchaser shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge or encumbrance for which it is responsible, if the same shall arise at any time. Neither Seller nor Purchaser shall sell or otherwise dispose of any property essential to the proper operation of the Project, except as otherwise permitted by this Agreement.

417. Prosecution and Defense of Suits. Purchaser shall, promptly upon request of Seller or its assignee, from time to time take such action, or cause such action to be taken, as may be necessary or proper to remedy or cure any defect in or cloud upon its interest in the Project whether now existing or hereafter developing and shall prosecute, or cause to be prosecuted, all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save Seller and its assignee harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

418. Recordation and Filing. Purchaser shall record and file, or shall cause to be recorded and filed, this Agreement and all such documents as may be required by law (together with whatever else may be necessary or be reasonably required by Seller or its assignee), in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the rights of Seller and its assignee under this Agreement.

419. Waiver of Laws. Purchaser shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, or suffer, any stay or extension by law now or at any time hereafter in force which may adversely affect the covenants and agreements contained in this Agreement and the benefit and advantage of any such law is hereby expressly waived by Purchaser to the extent that Purchaser may legally make such waiver.

420. Compliance with Conditions Precedent. Upon the date of delivery of this Agreement, all conditions, acts and things required by law or by this Agreement to have happened or to have been performed precedent to or in the execution of this Agreement shall exist, have happened and have been performed, and this Agreement shall be within every limit prescribed by law.

421. Power to Enter Into Agreements.

(a) Purchaser is duly authorized to enter into this Agreement and the Trust Agreement. The provisions of this Agreement are and will be the valid and legally enforceable obligations of Purchaser in accordance with their terms and the terms of this Agreement.

(b) Seller is duly authorized to enter into this Agreement, the Assignment Agreement and the Trust Agreement and to enter into the transactions contemplated by this Agreement, the Assignment Agreement and the Trust Agreement. Seller has duly authorized the execution and delivery of this Agreement, the Assignment Agreement and the Trust Agreement.

422. Further Assurances. Whenever and so often an requested so to do by Seller or its assignee, Purchaser will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order further and more fully to vest in Seller or its assignee all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon Seller and its assignee by this Agreement.

423. Seller Not Liable. Neither Seller nor its assignee nor its members, officers, agents or employees shall be liable to Purchasers or to any other person whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Project. Purchaser shall indemnify, or cause indemnification of, and hold Seller, its assignee, its and their members, officer, agents and employees harmless from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Project.

424. Indemnification Due to Trustee. Purchaser shall pay, or cause to be paid, to Seller or the Trustee, as assignee of Seller, fees, compensation and expenses due under the Trust Agreement

upon periodic billing therefor by Seller or the Trustee. In addition, Purchaser shall and hereby agrees to indemnify, or cause indemnification of, and hold, or cause to be held, Seller and the Trustee, as assignee of Seller, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by Purchaser, (ii) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement, (iii) any act of negligence of Purchaser, or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) the authorization of payment of the Cost of the Project by Purchaser, or (v) the defense (pursuant to Section 417 of this Agreement or Section 511 of the Trust Agreement) against actions or proceedings in which the validity of this Agreement is or might be questioned and the payment or compromise of claims or demands asserted in any such actions or proceedings, all to the extent permitted by law. Indemnification for any tort mentioned in this Section shall be limited to the extent and in the amounts provided for by California law. No indemnification will be made under this Section or elsewhere in this Agreement for wilful misconduct, gross negligence, or negligence by the Trustee, its officers, agents, employees, successors or assigns.

425. Authority to Operate the Project. Seller shall assure that the Property, including the Project, is operated pursuant to complete and lawful authority. No permits, rights, franchises or privileges relating thereto shall be allowed to lapse or be forfeited so long as the same shall be necessary for the ownership or operation of the Project. Seller shall procure, or cause to be procured, the extension or renewal of each and every permit, right, franchise or privilege so expiring and necessary or desirable for the ownership or operation of the Project as such.

426. Operation and Equipping of the Project. Seller shall continuously furnish and equip the Project, or cause the Project to be furnished and equipped, so that the Project shall at all times constitute complete and operational water treatment and distribution facilities which are conducted, operated and maintained in an efficient and economical manner. All costs of operating and maintaining the Project shall be borne by the Purchasers pro rata or as may otherwise be set forth in further agreements between Seller and the Purchasers.

427. Furnishing Additional Information. Purchaser shall, from time to time, furnish or cause to be furnished to Seller or its assignee such data regarding the Project as shall be reasonably requested in order to enable Seller and the Trustee, as assignee of Seller, to determine whether there has been compliance with the covenants, terms and provisions of this Agreement and of the Trust Agreement.

428. Quiet Enjoyment. The parties hereto mutually covenant that Purchaser, so long as it shall keep and perform the covenants and agreements herein contained, shall at all times during the term of this Agreement peaceably and quietly, have, hold and enjoy its interest in the Project without suit, trouble or hindrance from Seller.

429. Restriction Against Pledge. Seller shall not pledge the Installment Payments or other amounts derived from the Project or from rights of Seller under this Agreement nor shall Seller encumber or place any lien upon the Project, except as otherwise provided in this Agreement and the Trust Agreement.

430. Assignment by Seller. Except pursuant to the Assignment Agreement and except as otherwise set forth herein, Seller shall not assign this Agreement, its rights to receive the Installment Payments or its duties and obligations hereunder.

431. No Violation of Other Agreements.

(a) Purchaser hereby represents that neither the execution and delivery of this Agreement and the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof or of the Trust Agreement, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Purchaser is a party or by which Purchaser is bound, or constitutes a default under any of the foregoing, or is a violation of any law, regulation or order of the State.

(b) Seller hereby represents that neither the execution and delivery of this Agreement, the Assignment Agreement or the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof or of the Trust Agreement, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Seller is a party or by which Seller is bound, or constitutes a default under any of the foregoing, or is in violation of any law, regulation or order of the State.

ARTICLE V

WATER REVENUES; PURCHASER'S COVENANTS

501. Water Revenue Fund. Purchaser agrees to establish a Water Revenue Fund to be held by the Treasurer or other appropriate financial officer of Purchaser (the "Treasurer"). All Gross Revenues of the Enterprise shall be deposited with the Treasurer and credited to the Water Revenue Fund. The Treasurer shall transfer moneys from the Water Revenue Fund to pay the Installment Payments in accordance with Section 305 of this Agreement. Any Gross Revenues in excess of the amounts budgeted, as required, for the payment of the Installment Payments, the Existing Parity Indebtedness and any other Parity Indebtedness, and the Maintenance and Operation Costs of the Enterprise shall constitute surplus revenues in the Water Revenue Fund. After all covenants contained herein have been duly performed, and provided that there are no amounts then owing to Seller or the Trustee by Purchaser, such surplus revenues may be used for: (1) extensions and betterments of the Enterprise; or (2) any lawful purpose of Purchaser.

502. Covenants. So long as the Installment Payments are unpaid, Purchaser makes the following covenants with Seller and its assigns, which covenants are necessary, convenient and desirable to secure the payment of the Installment Payments; provided, however, that said covenants do not require Purchaser to expend any funds other than the Net Revenues received or receivable from the Enterprise.

Covenant 1. Discharge of Claims. Purchaser covenants that in order fully to preserve and protect the priority and security of the Installment Payments, Purchaser shall pay from the Water Revenue Fund and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Enterprise which, if unpaid, may become a lien or charge upon Net Revenues of the Enterprise prior or superior to the lien of the Installment Payments and impair the security of the Installment Payments. Purchaser shall also pay from the Water Revenue Fund all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Enterprise or upon any part thereof or upon any of the Net Revenues therefrom.

Covenant 2. Operation of the Enterprise. Purchaser covenants and agrees to operate the Enterprise in an efficient and economical manner and to operate, maintain and preserve the Enterprise in good repair and working order.

Covenant 3. Against Encumbrance; Eminent Domain. Purchaser covenants that the Enterprise shall not be mortgaged or otherwise encumbered, sold, leased, pledged, or have any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition be so arranged as to provide for a continuance of payments into the Water Revenue Fund sufficient in amount to permit payment therefrom of the Installment Payments, payment of which is required to be made out of the Net Revenues of the Enterprise. Provided that there is such continuance of payments into the Water Reserve Fund, the sale of a portion of the Enterprise to another Purchaser shall be permitted. The Net Revenues of the Enterprise shall not be mortgaged, encumbered, sold, leased, pledged, or have any charge placed thereon, or disposed of or used except as authorized by the terms of this Agreement. Purchaser further covenants that it will not enter into any agreement which impairs the operation of the Enterprise or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments or which otherwise would impair the rights of Purchaser with respect to the Net Revenues or the operation of the Enterprise. If any substantial part of the Enterprise is sold, the purchase price therefor shall either be used for the acquisition and/or construction of improvements and extensions of the Enterprise or be placed in the appropriate funds and used to pay the Installment Payments in the manner provided in this Agreement.

Purchaser covenants that any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of the power of eminent domain, if any, either shall be used for the acquisition and/or construction of improvements and extensions of the Enterprise or shall be placed in the appropriate funds and used to pay the Installment Payments in the manner provided in this Agreement.

Covenant 4. Insurance. Purchaser covenants that it shall at all times maintain with responsible insurers all such insurance on the Enterprise as is customarily maintained with respect to facilities and properties of like character against accident to, loss of or damage to the Enterprise. If any useful part of the Enterprise shall be damaged or destroyed, such part shall be restored by Purchaser to the same good working condition it was in prior to its damage or destruction. The money collected from insurance against accident to or destruction of the Enterprise shall be used for repairing or rebuilding the damaged or destroyed Enterprise, and to the extent not so applied, shall be applied to the prepayment of the Installment Payments.

Purchaser shall also maintain with responsible insurers workers' compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect Purchaser and the Net Revenues.

Purchaser may be self-insured up to $5,000,000 for any single event. The term "responsible insurer" may include participation in a joint public entity insurance program.

Covenant 5. Records and Accounts. Purchaser covenants that it shall keep proper books of records and accounts of the Enterprise, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise. Said books shall at all reasonable times be subject to the inspection of Seller or its assigns and the Insurer.

Covenant 6. No Free Service. Purchaser covenants that, except to the extent that Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no water or other service from the Enterprise may be furnished or rendered to the United States of America, the State, or any private corporation or person free of charge, and that, except to the extent that Purchaser is required under agreements and/or contracts existing on the effective date of this Agreement, no such service shall be rendered to the United States of America, the State, or any private corporation or person at rates or for consideration lower than those charged other persons for similar service. Purchaser covenants that it shall at all times during the period any of the Certificates are Outstanding maintain and enforce valid regulations for the payment of bills for water service and that such regulations shall at all times during such period provide that Purchaser shall discontinue water service to any user whose water bill has not been paid within the time fixed by said regulations, which shall not be more than two months from the date the water bill became delinquent.

Covenant 7. Rates and Charges. Purchaser shall and hereby covenants that it shall prescribe, revise and collect rates and charges for the services and facilities of the Enterprise which, after making allowances for contingencies and error in estimates, shall be at least sufficient, when added to funds on hand, to pay the following amounts in the order set forth:

(a) The Installment Payments and payments with respect to the Existing Parity Indebtedness as they become due and payable and any debt service payable on additional Parity Indebtedness incurred pursuant to Covenant 9 below;

(b) All current expenses for the Maintenance and Operation Costs of the Enterprise; and

(c) All payments required to meet any other obligations of Purchaser which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Enterprise, including the Trustee's fees;

and that such rates and charges shall be so fixed that the Net Revenues of the Enterprise shall be at least 1.25 times the amounts payable under paragraph (a) above, and that the Gross Revenues of the Enterprise shall be at least 1.00 times the amounts payable under paragraphs (a), (b) and (c) above.

Covenant 8. No Priority for Additional Obligations. Purchaser covenants that no additional bonds, notes or obligations shall be issued by Purchaser pursuant to any law of the State which will have any priority in payment of principal or interest out of the Gross Revenues of the Enterprise over the Installment Payments.

Covenant 9. Limits on Additional Debt. Purchaser covenants that, except for obligations issued to refund the Certificates, no additional Parity Indebtedness shall be created or incurred unless:

First: Purchaser is not in default under the terms of this Agreement; and

Second: The Net Revenues of the Enterprise, calculated on sound accounting principles, as shown by the books of Purchaser for the latest fiscal year or the last completed twelve (12) month period ended at least sixty (60) days prior to the adoption of the resolution of issuance for such additional indebtedness as shown by an audit certificate or opinion of an independent certified public accountant or firm of certified public accountants employed by Purchaser, plus, at the option of Purchaser, any or all of the items permitted in paragraphs (a) and (b) below, shall have amounted to at least 1.25 times the total of (i) the Installment Payments which are due, (ii) payments with respect to the Existing Parity Indebtedness which are due, and (iii) payments to become due on such additional Parity Indebtedness in the next fiscal year immediately subsequent to the incurring of such additional indebtedness.

The items any or all of which may be added to such Net Revenues of the Enterprise for the purpose of applying the restriction contained in this covenant are the following:

(a) An allowance for Net Revenues of the Enterprise from any additions to or improvements or extensions of the Enterprise to be made with the proceeds of such additional indebtedness, and also for Net Revenues of the Enterprise from any such additions, improvements or extensions which have been made from moneys from any source but which, during all or any part of such fiscal year or last completed twelve (12) month period, were not in service, all in an amount equal to seventy-five percent (75%) of the estimated additional average annual Net Revenues of the Enterprise to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension, respectively, is expected to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by Purchaser; and

(b) An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such fiscal year or last completed twelve (12) month period, was not in effect, in an amount equal to seventy-five percent (75%) of the amount by which the Net Revenues of the Enterprise would have been increased if such increase in charges had been in effect during the whole of such fiscal year or last completed twelve (12) month period, as shown by the certificate or opinion of a qualified independent engineer employed by Purchaser.

Nothing herein shall preclude Purchaser from issuing obligations which are subordinate to the payment of the Installment Payments.

In the event the additional indebtedness bears interest at a variable rate for purposes of the rate covenant (Covenant 7 above) and determining compliance with the tests for issuance of additional indebtedness under this Covenant 9, debt service payable on variable rate additional indebtedness shall be computed assuming such additional indebtedness bears interest at the rate quoted in *The Bond Buyer* 25 *Revenue Bond Index* for the last week of the month preceding the date when the Purchaser incurs such additional indebtedness, as published in *The Bond Buyer*, plus one-half of one percent (0.50%), or if such index is no longer published, another similar index to be selected by the Seller, or if the Seller fails to select a replacement index, an interest rate equal to eighty percent (80%) of the yield for outstanding United States Treasury bonds having a maturity equivalent to that of the additional indebtedness proposed to be incurred, or if there are no such Treasury bonds having equivalent maturities, eighty percent (80%) of the lowest prevailing prime rate of any of the five largest commercial banks in the United States ranked by assets.

Covenant 10. Against Competing Utility. Purchaser will not acquire, construct, operate or maintain, and will not, within the scope of its powers, permit any other private or public corporation, political subdivision, district or agency, or any person whomsoever to acquire, construct, operate or maintain within Purchaser's boundaries, or any part thereof, any system or utility in competition with the Enterprise.

Covenant 11. Financial Reports. Within two hundred and ten (210) days after the close of each fiscal year of Purchaser, Purchaser will furnish, or cause to be furnished, to Seller or its assignee and to the Insurer detailed certified reports of audit, based on an examination sufficiently complete, prepared by an independent certified public accountant, covering Purchaser's Water Revenue Fund and the operations of the Enterprise for said fiscal year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of the fiscal year.

Covenant 12. Purchase of Additional Capacity. In the event of default by another Purchaser, as provided in Section 601 hereof, and if the capacity of that defaulting Purchaser has not been acquired by another Purchaser or entity, Purchaser agrees to purchase a portion of said defaulting Purchaser's capacity on the following conditions:

1. The purchase price for said capacity shall be not less than the payment of the balance of the Installment Payments of the defaulting Purchaser attributable to the capacity being purchased.

2. The aggregate amount of the defaulting Purchaser's capacity to be purchased does not exceed twenty-five percent (25%) of the original capacity of Purchaser in the Project.

Covenant 13. Purchase of Water. Should an event of default occur hereunder, Purchaser covenants that it will obtain and pay for water from Seller up to the amount of its originally purchased capacity interest in the Project before it will obtain, purchase, rent, lease or otherwise acquire water, or an interest in water, from any public or private entity other than Seller.

Covenant 14. Continuing Disclosure Agreement. Purchaser covenants that it will enter into and comply with all of the provisions of the Continuing Disclosure Agreement.

Covenant 15. Sale or Lease of Enterprise.

(a) Purchaser covenants that it will not sell the Enterprise unless the purchase price which Purchaser will receive upon the sale of the Enterprise will be in an amount sufficient to fully prepay Purchaser's Percentage Share, as set forth in Exhibit A attached hereto, of the principal component of the remaining Installment Payments pursuant to Section 312 hereof, the portion of the interest component of the remaining Installment Payments which has accrued and is owing on the Interest Payment Date upon which such prepayment will occur, and any prepayment premium that may be payable pursuant to Section 312 hereof. Purchaser further covenants that the purchase price which it may receive for any such sale of the Enterprise, will be applied to the full extent thereof to the prepayment of Purchaser's Percentage Share of the principal component of such remaining Installment Payments, such portion of such interest component and any such prepayment premium.

(b) Purchaser further covenants that it will not lease the Enterprise to any person or entity unless the amount of the rental income or lease payments which Purchaser will receive from the lessee of the Enterprise in any calendar year will be 1.00 times the amounts payable under paragraphs (a), (b) and (c) of Covenant 7 above, and that such annual rental income or lease payments shall be considered and constitute Gross Revenues of the Enterprise.

(c) Purchaser further covenants that it will not sell or lease the Enterprise, or any portion thereof, if such a sale or lease would be inconsistent with the covenants of Purchaser and Seller contained in Section 313 hereof.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

601. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to Purchaser, or any other Purchaser, any one or more of the following events, namely:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Purchaser by Seller or its assignee or by the Insurer; provided, however, that Seller or its assignee may, upon written request of Purchaser prior to the expiration of such thirty (30) day period, consent to an extension of such time in order to cure such failure if corrective action has been instituted by Purchaser and is being diligently pursued and will, in the judgment of Seller or its assignee, be diligently pursued until the default is corrected;

(c) A court having jurisdiction in the Project shall enter a decree or order for relief in respect of Purchaser in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Purchaser or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) days;

(d) Purchaser shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Purchaser or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing.

Seller shall give written notice of a default by Purchaser to the Trustee and the Insurer. The Insurer shall be included as a party in interest and as a party entitled to (i) notify Seller, the Trustee or any applicable receiver of the occurrence of an event of default and (ii) request the Trustee or such receiver to intervene in judicial proceedings that affect the Certificates or the security therefor. The Trustee or such receiver shall accept notice of default from the Insurer.

602. Remedies on Default. Upon the happening of any of the events of default specified in Section 601 hereof, Seller or its assignee may, and shall if directed by the Insurer, exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Seller or its assignee is expressly authorized hereby to take over for the benefit of Seller or its assignee Purchaser's interest in the Project described in Exhibit A hereto, and, in addition, at its option, to terminate this Agreement. In the event of default and notwithstanding the take-over of Purchaser's interest in the Project by Seller or its assignee, Purchaser shall, as herein expressly provided, continue to remain liable for the payment of the Installment Payments and/or damages for breach of this Agreement and the performance of all conditions herein contained and, in any event, the Installment Payments and/or such damages shall be payable to Seller or its assignee at the time and in the manner set forth in subparagraphs (a) and (b) below.

(a) In the event that Seller or its assignee does not elect to terminate this Agreement pursuant to subparagraph (b) below, Purchaser agrees to and shall remain liable for the payment of the Installment Payments and the performance of all conditions herein contained and shall reimburse

Seller or its assignee for any deficiency arising out of the sale or leasing of Purchaser's capacity in the Project, or, in the event that Seller or its assignee is unable to sell or lease Purchaser's capacity in the Project, then for the full amount of the Installment Payments to the end of the term of this Agreement, but, unless the Trustee declares an acceleration of Purchaser's pro rata share of the unpaid principal of the Outstanding Certificates as provided in Section 504 of the Trust Agreement, such Installment Payments and/or deficiency shall be payable only at the same time and in the same manner as provided in Section 305 of this Agreement, notwithstanding such take-over of Purchaser's capacity in the Project by Seller or its assignee or any suit in unlawful detainer, or otherwise, brought by Seller or its assignee for the purpose of effecting such take-over of Purchaser's capacity in the Project or the exercise of any other remedy by Seller or its assignee. Purchaser hereby irrevocably appoints Seller or its assignee as the agent and attorney-in-fact of Purchaser to sell or lease Purchaser's capacity in the Project in the event of default by Purchaser. Purchaser hereby exempts and agrees to save harmless Seller and its assignee from any cost, loss or damage whatsoever arising or occasioned by any such entry upon and the sale or the leasing of Purchaser's capacity in the Project. Purchaser hereby waives any and all claims for damages caused, or which may be caused, by Seller or its assignee in entering and taking possession of Purchaser's capacity in the Project, for all claims for damages that may result from the destruction of or injury to the Project, and all claims for damages to or loss of any property belonging to Purchaser that may be in or upon the Project. Purchaser agrees that the terms of this Agreement constitute full and sufficient notice of the right of Seller or its assignee to sell or lease Purchaser's capacity in the Project in the event of such taking of possession without effecting a surrender of this Agreement, and further agrees that no acts of Seller or its assignee in effecting such sale or leasing shall constitute a surrender or termination of this Agreement irrespective of the term for which such sale or leasing is made, or of the terms and conditions of such sale or leasing, or otherwise, but that, on the contrary, in the event of such default by Purchaser, the right to terminate this Agreement shall vest in Seller or its assignee to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) below. Purchaser shall have the right to any sale proceeds or rental obtained by Seller or its assignee in excess of the full amount of the Installment Payments herein specified.

(b) In the event of default by Purchaser and consequent termination of this Agreement at the option of Seller or its assignee in the manner hereinafter provided (and notwithstanding the taking of possession of Purchaser's capacity in the Project by Seller or its assignee in any manner whatsoever or the sale or leasing of Purchaser's capacity in the Project), Purchaser nevertheless agrees to pay to Seller or its assignee all cost, loss or damages howsoever arising or occurring payable at the same time and in the same manner as in the case of payment of Installment Payments pursuant to Section 305 of this Agreement. Neither notice to pay the Installment Payments or to deliver up possession of Purchaser's capacity in the Project given pursuant to law nor any proceeding in unlawful detainer taken by Seller or its assignee shall itself operate to terminate this Agreement, and no termination of this Agreement on account of default by Purchaser shall be or become effective by operation of law, or otherwise, unless and until Seller or its assignee shall have given written notice to Purchaser of the election on the part of Purchaser or its assignee to terminate this Agreement.

Each and all of the remedies given to Seller and its assignee hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of Seller or its assignee to exercise any or all other remedies.

603. Suits at Law or in Equity and Mandamus. In addition to the remedies set forth in Section 602 hereof, in case one or more of the events of default shall happen, then and in every such case, Seller or its assignee, or Seller or its assignee at the direction of the Insurer, shall be entitled to proceed to protect and enforce the rights vested in Seller by this Agreement by such appropriate judicial proceeding as Seller or its assignee, or the Insurer shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement or by law. The provisions of this Agreement and the duties of Purchaser and of the officers, agents and employees of Purchaser shall be enforceable by Seller or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, Seller and its assignee shall have the right:

(a) Accounting. By action or suit in equity to require Purchaser and its officers, agents and employees to provide an accounting as the trustee of an express trust.

(b) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of Seller or its assignee.

(c) Mandamus. By mandamus or other suit, action or proceeding at law or equity to enforce its or their rights against Purchaser and any of its officers, agents, and employees, and to compel it or them to perform and carry out its and their duties and obligations under the law and its and their covenants and agreements with Purchaser as provided herein.

604. Non-Waiver. Nothing in this Article VI or in any other provision of this Agreement shall affect or impair the obligation of Purchaser, which is to pay the Installment Payments, as herein provided. No delay or omission of Seller or its assignee to exercise any right or power arising upon the happening of any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or any acquiescence therein, and every power and remedy given by this Article VI to Seller and its assignee may be exercised from time to time and as often as shall be deemed expedient by Seller or its assignee.

605. Remedies Not Exclusive. No remedy herein or by law conferred upon or reserved to Seller or its assignee is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, may be exercised without exhausting and without regard to any other remedy conferred by any law.

606. Status Quo. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Seller and its assignee, then, and in every such case, Seller and its assignee shall be

restored to Seller's former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

701. Relationship of Agreements; Affect on Rights and Obligations of Seller and Purchasers. As provided in Section 104 hereof, this Agreement and the Agreements between Seller and the other Purchasers are entered into for the purpose of accomplishing the defeasance and refunding of the outstanding 1986 Certificates in order to further reduce the amounts of the Installment Payments to be paid by Purchaser and the other Purchasers for the purchase of capacity in the Project. This Agreement and the Agreements between Seller and the other Purchasers are intended to and shall revise and restate the 1986 Installment Purchase Agreements in their entirety with the effect that this Agreement and the Agreements between Seller and the other Purchasers will supersede the 1986 Installment Purchase Agreements with respect to the rights and obligations of Seller and Purchaser and such other Purchasers regarding the Project, including the obligations of Purchaser and such other Purchasers to pay the Installment Payments and the amounts thereof, and the rights of Purchaser and such other Purchasers with respect to capacity in the Project, will be governed in all respects by this Agreement and such other Agreements. It is further intended, however, by Seller and Purchaser and all other Purchasers that, notwithstanding the provisions of this Agreement and the Agreements between Seller and the other Purchasers, and as provided in Section 203 hereof, the obligations of Purchaser and such other Purchasers to pay the Installment Payments pursuant to the 1986 Installment Purchase Agreements shall continue without interruption, and that the only effect of this Agreement and such other Agreements with respect to such Installment Payments will be to further reduce the amounts thereof as a result of the defeasance and refunding of the 1986 Certificates, and that Purchaser and such other Purchasers shall pay the Installment Payments in such reduced amounts as set forth in Exhibit B attached hereto and in Exhibit B attached to the Agreements between Seller and the other Purchasers.

702. Preservation and Inspection of Documents. All documents received by Seller or its assignee or Purchaser under the provisions of this Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

703. Parties of Interest. Nothing in this Agreement, expressed or implied, in intended to or shall be construed to confer upon or to give to any person or party other than Seller, Purchaser, the Trustee and the Insurer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations of the Trust Agreement; and all covenants, conditions, stipulations, promises and agreements in this Agreement made by or on behalf of Seller, Purchaser, the Trustee or the Insurer shall be for the sole and exclusive benefit of Seller and its assignee, the Trustee, the Insurer and Purchaser.

704. No Recourse Under Agreement. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had under this Agreement for the payment of the Installment Payments or for any claim based thereon or under this Agreement against any member, officer, employee or agent of the parties hereto.

705. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail by first class mail with postage fully prepaid:

If to Seller:

Water Facilities Authority
1775 Benson Avenue
Upland, California 91768
Attn: Treasurer
(909) 981-9454

If to the Trustee:

First Trust of California, National Association
550 South Hope Street
Suite 500
Los Angeles, CA 90071
Attn: Leticia Ramos
(213) 533-8762

If to Chino:

City of Chino
13220 Central Avenue
Chino, California 91710
Attn: City Manager
(909) 627-7577

If to Ontario:

City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager
(909) 986-1151

If to Upland:

City of Upland
460 N. Euclid Avenue
P.O. Box 460
Upland, California 91786
Attn: City Manager
(909) 931-4102

If to Monte Vista:

Monte Vista Water District
10575 Central Avenue
Montclair, California 91763
Attn: General Manager
(909) 624-0035

If to the Insurer:

Financial Guaranty Insurance Company
115 Broadway
New York, New York 10006
Attention: Risk Management

and

State Street Bank and Trust Company, N.A.
61 Broadway, New York, New York 10006
Attention: Corporate Trust Department.

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

706. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

707. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of Seller or Purchaser to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Agreement.

708. Headings. Any headings preceding the text of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement,

shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

709. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

710. Seller and Purchaser Representatives. Whenever under the provisions of this Agreement the approval of Seller or its assignee or Purchaser is required, or Seller or its assignee or Purchaser are required to take some action at the request of the other, such approval or such request may be given for Seller by an Authorized Representative of Seller, for assignees of Seller by an authorized representative thereof, and for Purchaser by an Authorized Representative of Purchaser, and any party hereto shall be authorized to rely upon any such approval or request.

711. Form of Certificate of Officers. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement and which is precedent to the taking of any action under this Agreement shall include:

(a) A statement that the person making or giving such certificate has read such covenant or condition and the definitions herein relating thereto;

(b) A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based;

(c) A statement that, in the opinion of the signer, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) A statement as to whether, in the opinion of the signer, such condition or covenant has been complied with.

A certificate may be based, insofar as its relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the persons providing the certificate know that the certificate, opinion or representations with respect to the matters upon which the certificate may be based is/are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

712. Effective Date. This Agreement shall be effective when the 1986 Certificates have been paid or provision for their payment has been made as provided in Article IX of the 1986 Trust Agreement.

713. Counterpart. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WATER FACILITIES AUTHORITY, as Seller

By: James L. Thalman
Chairman

ATTEST:
William C. Walker
Secretary

CITY OF CHINO, as Purchaser

By: Eunice M. Ulloa
Mayor

ATTEST:
Karen M. Ruckman, Deputy
City Clerk

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

On September 24, 1997, before me, Evelyn Corselli, personally appeared James S. Thalman and William C. Walker, Jr. ☐ personally known to me OR ☑ 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.

WITNESS my hand and official seal.

Evelyn Corselli
Signature of Notary

[SEAL]

EVELYN CORSELLI
COMM. #1113903
NOTARY PUBLIC CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Oct. 17, 2000

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

On September 25, 1997, before me, Evelyn Corselli, personally appeared Eunice M. Ulloa and Karen M. Ruckman ☐ personally known to me OR ☑ 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.

WITNESS my hand and official seal.

Evelyn Corselli
Signature of Notary

[SEAL]

EVELYN CORSELLI
COMM. #1113903
NOTARY PUBLIC CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Oct. 17, 2000

EXHIBIT A

DESCRIPTION OF THE PROJECT AND PURCHASERS' PERCENTAGE INTERESTS IN THE PROJECT AND SHARES OF THE INSTALLMENT PAYMENTS

COMPONENT	UPLAND	MVWD	ONTARIO	CHINO	CHINO HILLS
Land	29.4118	14.7059	29.4118	11.7647	14.7059
MWD Connection	23.4375	23.4375	31.2500	6.2500	15.6250
Treatment Plant	29.4118	14.7059	29.4118	11.7647	14.7059
Expand to 77MGD	16.6666	33.3333	33.3333	0	16.6666
46-inch PL to 8th St.	0	19.2307	38.4615	23.0769	19.2307
30-inch & 16-inch to Ontario	0	0	0	0	0
PL 8th to Chino	0	0	0	100	0
(5) Turnouts	20	20	40	20	0
ERS-Ontario	0	0	100	0	0
ERS-Chino	0	0	0	100	0
ERS-Ontario & Chino	0	0	55.5555	44.4445	0

Purchasers' Percentage Interests in the Project

Chino	17.64947%
Ontario	37.84047%
Upland	20.54832%
Chino Hills	8.87066%
Monte Vista	15.09108%
Total	100.00000%

Purchasers' Percentage Shares of the Installment Payments

Chino	19.33760%
Ontario	41.51681%
Upland	22.53774%
Monte Vista	16.60785%
Total	100.00000%

EXHIBIT B

City of Chino
Schedule of Installment Payments

Percentage Share of Installment Payments 22.5377%

		Principal Component	Interest Component	Quarterly Installment Payment	Semi-annual Payments to Trustee
Oct	1997	$ 41,576	$ 57,163	$ 98,739	
Jan	1998	$ 41,576	$ 57,163	$ 98,739	
Apr	1998	$ 41,576	$ 56,847	$ 98,423	$ 114,327
July	1998	$ 41,576	$ 56,847	$ 98,423	
Oct	1998	$ 44,718	$ 55,184	$ 99,903	$ 279,998
Jan	1999	$ 44,718	$ 55,184	$ 99,903	
Apr	1999	$ 44,718	$ 55,184	$ 99,903	$ 110,369
July	1999	$ 44,718	$ 55,184	$ 99,903	
Oct	1999	$ 45,443	$ 53,396	$ 98,839	$ 289,242
Jan	2000	$ 45,443	$ 53,396	$ 98,839	
Apr	2000	$ 45,443	$ 53,396	$ 98,839	$ 106,791
July	2000	$ 45,443	$ 53,396	$ 98,839	
Oct	2000	$ 48,344	$ 51,578	$ 99,922	$ 288,565
Jan	2001	$ 48,344	$ 51,578	$ 99,922	
Apr	2001	$ 48,344	$ 51,578	$ 99,922	$ 103,156
July	2001	$ 48,344	$ 51,578	$ 99,922	
Oct	2001	$ 50,036	$ 49,596	$ 99,632	$ 296,532
Jan	2002	$ 50,036	$ 49,596	$ 99,632	
Apr	2002	$ 50,036	$ 49,596	$ 99,632	$ 99,192
July	2002	$ 50,036	$ 49,596	$ 99,632	
Oct	2002	$ 51,245	$ 47,569	$ 98,814	$ 299,336
Jan	2003	$ 51,245	$ 47,569	$ 98,814	
Apr	2003	$ 51,245	$ 47,569	$ 98,814	$ 95,139
July	2003	$ 51,245	$ 47,569	$ 98,814	
Oct	2003	$ 54,870	$ 45,443	$ 100,313	$ 300,117
Jan	2004	$ 54,870	$ 45,443	$ 100,313	
Apr	2004	$ 54,870	$ 45,443	$ 100,313	$ 90,886
July	2004	$ 54,870	$ 45,443	$ 100,313	
Oct	2004	$ 58,013	$ 43,111	$ 101,124	$ 310,367
Jan	2005	$ 58,013	$ 43,111	$ 101,124	
Apr	2005	$ 58,013	$ 43,111	$ 101,124	$ 86,222
July	2005	$ 58,013	$ 43,111	$ 101,124	
Oct	2005	$ 61,397	$ 40,587	$ 101,984	$ 318,273
Jan	2006	$ 61,397	$ 40,587	$ 101,984	
Apr	2006	$ 61,397	$ 40,587	$ 101,984	$ 81,174
July	2006	$ 61,397	$ 40,587	$ 101,984	
Oct	2006	$ 64,781	$ 37,517	$ 102,298	$ 326,762
Jan	2007	$ 64,781	$ 37,517	$ 102,298	
Apr	2007	$ 64,781	$ 37,517	$ 102,298	$ 75,035
July	2007	$ 64,781	$ 37,517	$ 102,298	
Oct	2007	$ 68,407	$ 34,278	$ 102,685	$ 334,159

EXHIBIT B

City of Chino
Schedule of Installment Payments

Percentage Share of Installment Payments 22.5377%

		Principal Component	Interest Component	Quarterly Installment Payment	Semi-annual Payments to Trustee
Jan	2008	$ 68,407	$ 34,278	$ 102,685	
Apr	2008	$ 68,407	$ 34,278	$ 102,685	$ 68,557
July	2008	$ 68,407	$ 34,278	$ 102,685	
Oct	2008	$ 71,791	$ 30,858	$ 102,649	$ 342,184
Jan	2009	$ 71,791	$ 30,858	$ 102,649	
Apr	2009	$ 71,791	$ 30,858	$ 102,649	$ 61,716
July	2009	$ 71,791	$ 30,858	$ 102,649	
Oct	2009	$ 76,142	$ 27,125	$ 103,267	$ 348,879
Jan	2010	$ 76,142	$ 27,125	$ 103,267	
Apr	2010	$ 76,142	$ 27,125	$ 103,267	$ 54,250
July	2010	$ 76,142	$ 27,125	$ 103,267	
Oct	2010	$ 80,493	$ 23,165	$ 103,658	$ 358,817
Jan	2011	$ 80,493	$ 23,165	$ 103,658	
Apr	2011	$ 80,493	$ 23,165	$ 103,658	$ 46,331
July	2011	$ 80,493	$ 23,165	$ 103,658	
Oct	2011	$ 83,393	$ 18,980	$ 102,373	$ 368,302
Jan	2012	$ 83,393	$ 18,980	$ 102,373	
Apr	2012	$ 83,393	$ 18,980	$ 102,373	$ 37,960
July	2012	$ 83,393	$ 18,980	$ 102,373	
Oct	2012	$ 88,711	$ 14,643	$ 103,355	$ 371,533
Jan	2013	$ 88,711	$ 14,643	$ 103,355	
Apr	2013	$ 88,711	$ 14,643	$ 103,355	$ 29,287
July	2013	$ 88,711	$ 14,643	$ 103,355	
Oct	2013	$ 93,546	$ 10,030	$ 103,576	$ 384,132
Jan	2014	$ 93,546	$ 10,030	$ 103,576	
Apr	2014	$ 93,546	$ 10,030	$ 103,576	$ 20,061
July	2014	$ 93,546	$ 10,030	$ 103,576	
Oct	2014	$ 99,347	$ 5,166	$ 104,513	$ 394,243
Jan	2015	$ 99,347	$ 5,166	$ 104,513	
Apr	2015	$ 99,347	$ 5,166	$ 104,513	$ 10,332
July	2015	$ 99,347	$ 5,166	$ 104,513	
Oct	2015				$ 407,720

EXHIBIT C

DESCRIPTION OF WATER FACILITIES AUTHORITY WATER TREATMENT PLANT PROPERTY

The property situated in the County of San Bernardino, State of California, described as follows:

Lots 15, 22 and the east 347.50 feet of Lot 21, Tract No. 1836, as per plat recorded in Book 26 of Maps, Page(s) 60, records of said County.

Excepting therefrom the north 75.00 feet of Lot 15, measured at right angles to the north line of said lot.

Also, excepting therefrom the east 350.00 feet and the south 313.25 feet of said Lot 22.

Also, excepting therefrom the northerly 100.00 feet of the southerly 389.31 feet of the westerly 75.00 feet of the easterly 347.50 feet of said Lot 21.

Appendix H Water Conservation Ordinances

H

Ordinance No. 2009-04 can be found here. Ordinance No. 2015-04 can be found here.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Establishment of a New Capital Improvement Program (CIP) Project and Award of a Professional Services Agreement to HR Green Pacific, Inc. for Engineering Design Services.

RECOMMENDATION

1) Establish project number ST263 – Pavement Improvements Zone 2 (Edison Ave and Chino Ave) and appropriate $200,000 from the Road Maintenance and Rehabilitation Fund (327); 2) award a professional services agreement for $199,568.50 to HR Green Pacific, Inc., Corona, CA for Engineering Design Services; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires appropriation in the amount of $200,000 from the available FY 2025-26 Road Maintenance and Rehabilitation Account Fund (327) surplus, as shown in the table below.

ST263 - Pavement Improvements Zone 2 (Edison Ave and Chino Ave)	
Funding Source	**Appropriation**
Fund 327 – Road Maintenance and Rehabilitation Account (RMRA)	$200,000
***Total Project Budget:**	**$200,000**

**Total project budget reflects design costs only; staff programmed construction funding in FY2026-27 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
- Financial Stability
- Responsible Long-Range Planning
- Effective Technology

Revenue:	Expenditure: 3277102 – 48004 – ST263
Transfer In:	Transfer Out:

BACKGROUND

California Streets and Highways Code Section 2108.1 requires that jurisdictions maintain a Pavement Management System (PMS). The City of Chino's PMS, last updated in February 2022, includes a database of evaluated pavement conditions and prioritizes pavement repairs based on observed surface distresses, structural strength, and other field data. Street segments are ranked with a Pavement Condition Index (PCI) score to determine repair priority.

Using condition data, annual pavement projects are grouped for construction by the City's quadrant-based capital improvement zones. This quadrant-based approach reduces contractor travel distances, improves construction efficiency, and allows for phasing of work to one zone per year to achieve economy of scale. This cyclical method enables consistent allocation of time and resources to maintain and improve the roadway network equitably.

Consistent with this approach, design was initiated in the FY25-26 budget for Zone 1 pavement improvements (ST260). Construction of Zone 1 pavement improvements will take place following contract award anticipated for July 21, 2026.

To ensure construction is completed annually within a capital improvement zone, staff recommend beginning design of Zone 2 prior to FY26-27 budget adoption. This early start will better align the project with construction completion in FY26-27.

ISSUES/ANALYSIS

Pavement improvements in Zone 2 will be specifically located along Chino Avenue (between Magnolia Avenue and Cypress Avenue) and Edison Avenue (between Cypress Avenue and Euclid Avenue). Chino Avenue recently received pavement treatment, but one segment was skipped due to a concurrent utility project at the time. That segment is now included in the Zone 2 pavement improvement design. Edison Avenue is an arterial street with a low PCI score. The proposed pavement improvements of Edison Avenue are included in this scope of work as this is a heavily utilized truck route in the City. The scope of work for these segments includes pavement rehabilitation and curb ramp reconstruction to meet Americans with Disabilities Act (ADA) standards.

On April 9, 2026, Public Works staff solicited an informal Request for Proposals (RFP) from the Master On-Call consultant list (RFP No. 2023-3003) to four (4) firms for Civil Engineering Professional Services. The City received three (3) proposals by the closing date of April 23, 2026. The proposals were evaluated and ranked based on the following criteria:

- Experience/Qualifications
- Past Performance/References
- Plan Methodology/Project Approach
- Quality and Responsiveness of Proposal
- Cost Evaluation

Following evaluation, HR Green Pacific, Inc. received the highest score and is recommended for the contract award.

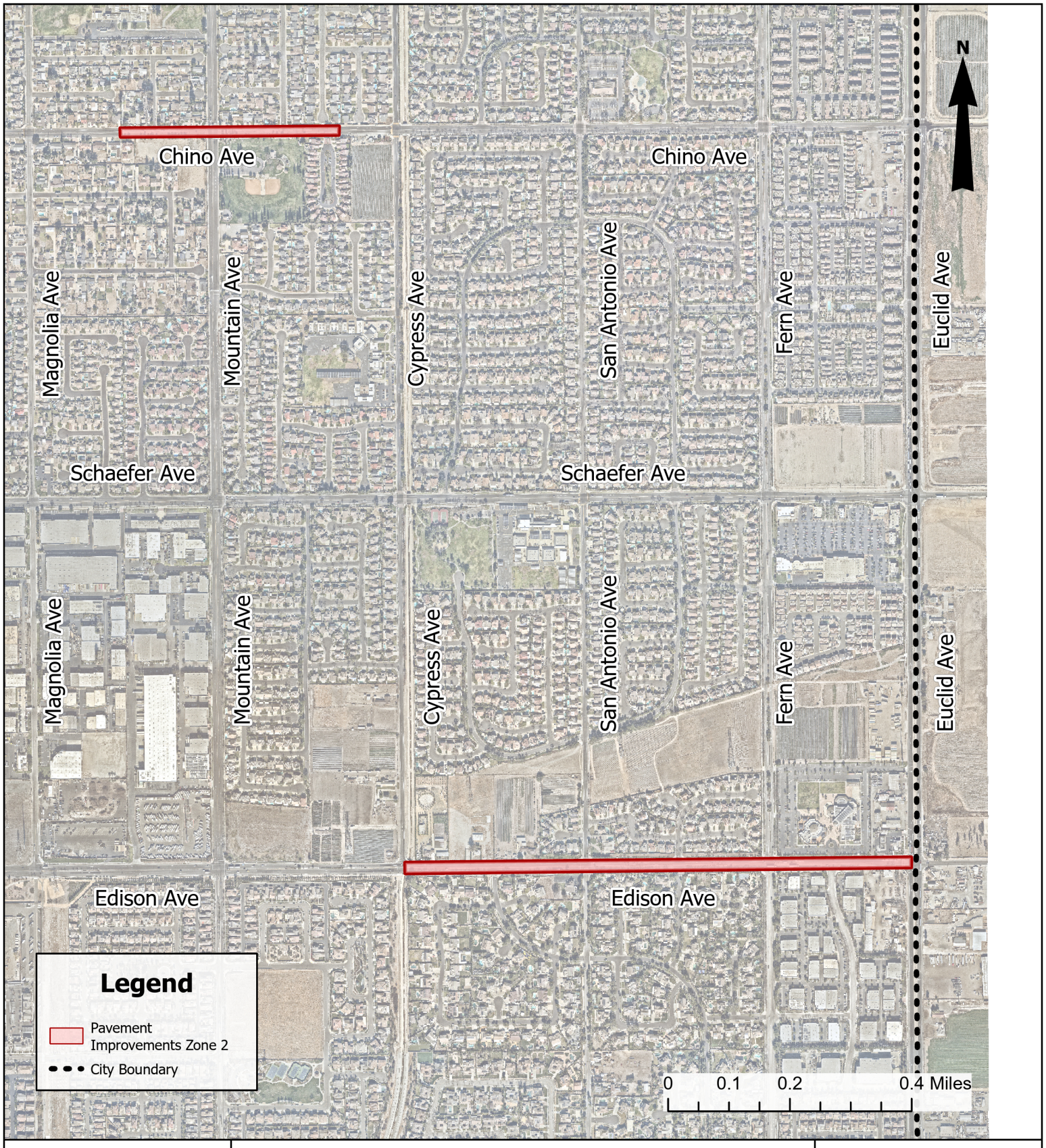
Evaluation Results:

RANK	CONSULTANT
1.	HR Green Pacific, Inc.
2.	Onward Engineering
3.	BKF Engineers
*NR	LAE Associates, Inc.

*Non-responsive

Staff recommend that the City Council establish Project No. ST263 – Pavement Improvements Zone 2 (Edison Ave and Chino Ave) and appropriate $200,000 of available Road Maintenance and Rehabilitation Fund (327) reserves to the project budget. Staff also recommend awarding a Professional Services Agreement to HR Green Pacific, Inc. for $199,568.50 for Engineering Design Services for Project ST263.

Attachments: Exhibit A – Project Vicinity Map
Exhibit B – PSA HR Green Pacific, Inc.



Vicinity Map

ST263 - Pavement Improvements (Zone 2) Edison Ave and Chino Ave



Project Name/No.: ST263 Pavement Improvements Zone 2 (Edison & Chino Ave.) **Contract No.: _____**

Project Manager: PW/ B. Aleman **Approved: 06.02.2026**

AGREEMENT FOR SERVICES BETWEEN THE CITY OF CHINO AND HR GREEN PACIFIC, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 2nd day of June, 2026 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and **HR Green Pacific, Inc.**, a California Corporation ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability,

experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

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

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Ninety-Nine Thousand Five Hundred Sixty-Eight Dollars and Fifty Cents ($199,568.50**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to **ap@cityofchino.org**. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.

(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2028, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional one-year (1) term at the option of the City if the City is satisfied with the quality of services performed by Consultant under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Chase Keys	Project Manager
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Brian Aleman, Associate Engineer**, or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars and Zero Cents ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

"financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, Director of Public Works

CONSULTANT:
HR GREEN PACIFIC, INC.:

By:_____

Name:
Title:

By:_____

Name:
Title:

Address: 1260 Corona Pointe CT., Suite 305
Corona, CA 92879

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

HRGreen PACIFIC

EXHIBIT A. PLAN METHODOLOGY / PROJECT APPROACH

SCOPE OF SERVICES

HR Green will provide professional civil engineering design services for the Edison Avenue Pavement Improvements project from Cypress Avenue to Euclid Avenue in accordance with the City's requested scope of work. Services will include review of available background information, utility research and notification, topographic and design survey, pavement/geotechnical investigation, preparation of plans and specifications, engineer's quantity takeoffs and cost estimates, bidding assistance, meetings, and related project coordination necessary to prepare a complete bid package for pavement reconstruction, concrete repairs, and ADA improvements within the project limits. All work will be completed in accordance with applicable City standards, the City's accessibility policy, and the contract document requirements identified in the RFP.

Task 1. As-Built Research, Investigation, and Review

We will review existing City standards, the City's Policy on Accessible Pedestrian Facilities, available as-builts and record drawings, relevant operations and maintenance documents, and GIS information to ensure all available background information and applicable requirements are incorporated into the design. The City will provide available as-built records for City-owned facilities, including the roadway itself, water, sewer, and storm drain infrastructure, and our team will use this information to establish the initial design base and identify locations requiring further field confirmation or coordination.

During this task, we will meet with City staff to review available records, confirm known field conditions, discuss prior maintenance or operational concerns, and incorporate City suggestions, recommendations, directions, and other project-specific requirements into the design process. This early coordination will be used to confirm design assumptions, identify key issues that may influence pavement rehabilitation and ADA improvements, and establish the framework for utility verification and subsequent design development.

If potholing is determined to be necessary based on investigation findings and utility coordination, we will identify proposed potholing locations and prepare a pothole exhibit to support targeted subsurface verification. Our fee proposal includes up to five potholes as an optional item, consistent with the RFP's note that a cost per pothole may be anticipated if needed.

Deliverables: Complete AutoCAD basemap.

Task 2. Utility Research and Notification

We will research available utility records and identify all known utilities within the project limits. Information obtained through record research will be summarized in the project basemap and used to support pavement design, concrete improvements, ADA improvements, and utility conflict review. This effort will establish the initial record-based utility understanding for the corridor.

Concurrent with the 30% design stage, we will perform the preliminary utility investigation identified in the RFP. This will include submitting utility information requests to each utility company requesting verification of the location, size, and depth of existing facilities within the project limits. We will use the information received to develop a preliminary utility map based on utility record drawings and mapping provided by the utility owners.

We will also submit a DigAlert request for field marking of underground utilities within the project limits and document the field markings while they remain visible. As described in the RFP, this documentation shall include aerial imagery of the corridor to capture and preserve utility markings for design use. We will use this information to prepare a field utility marking map and compare it with the record-based utility map.

Following completion of the record and field utility mapping, we will overlay the datasets to identify discrepancies between record information and field markings. We will evaluate those discrepancies and identify locations where potholing may be

warranted to support utility verification and permit preparation. This process is intended to reduce uncertainty before final design and improve the quality of the bid documents.

At the 30%, 60%, and 90% design stages, we will prepare utility notification materials for City distribution and maintain a record of utility notifications, including contact information, dates of transmittal, responses from utility owners, and any noted relocation or maintenance activities.

Deliverables: Utility Notification Letters for the 30%, 60%, and 90% stages, and a Utility Matrix indicating utility company correspondence and responses.

Task 3. Field Survey

Our survey subconsultant will perform the topographic survey and design survey necessary to determine and establish right of way and document the existing corridor features relevant to design. Survey will locate surface features within the survey area, including but not limited to fire hydrants, valve covers, water meters, sewer and storm drain manholes, utility vaults and facilities, pull boxes, curb and gutter, driveways, sidewalks, power poles, guy wires, signs, parkway areas, streetlights, and street trees larger than 4 inches in diameter.

We will conduct a field walk to identify potential design and construction conflicts and verify field topographic conditions. Survey will be tied to the City's required datums, with vertical control based on the most recent City of Chino benchmark elevations in NGVD29 and horizontal control based on NAD83. Survey work will also establish disturbance of any monuments or centerline ties and provide tie sheets for reference attachment to the specifications. All field topography will be collected electronically for processing and incorporation into the design basemap.

Deliverable: Topographic Base Map.

Task 4. Geotechnical Investigation

Our geotechnical subconsultant will evaluate existing pavement conditions and verify appropriate improvement strategies, along with developing cost-effective design alternatives for asphalt concrete resurfacing and rehabilitation, as conditions warrant. Providing the City with accurate data and well-supported recommendations will facilitate informed decision-making and the selection of long-term, cost-effective solutions aligned with budgetary objectives.

To supplement visual observations, we propose a materials investigation to assess existing structural conditions. This will include in-place strength testing using a Falling Weight Deflectometer (FWD) along the travel lanes, as well as the collection of six (6) pavement cores distributed evenly throughout the project limits. Laboratory testing will be performed to further evaluate material properties.

The investigation will also characterize subgrade strength using the R-Value test method, which may influence both construction considerations and long-term pavement performance. Based on the findings, we will develop structural rehabilitation recommendations in accordance with the City of Chino standards and the State of California's design guidelines for flexible pavement and roadway rehabilitation.

The findings of the investigation will be documented in a pavement investigation report addressing the items necessary for pavement design and existing pavement and subgrade removal considerations. Encroachment permits required for field investigation will be obtained prior to beginning field work, assuming no-fee.

Deliverable: Pavement Investigation Report.

Task 5. Plans and Specifications

We will prepare a bid set for the pavement improvement plan for Edison Avenue, including title sheet, general notes, detail sheets (10-scale), and plan and profile sheets (20-scale) at the 30%, 60%, 90%, and final design phases. Design

development will address pavement reconstruction or rehabilitation, concrete repairs, and ADA improvements throughout the corridor. We will also prepare detailed design information for accessible facilities.

Technical specifications will be prepared as part of the construction bid package and will include the technical special provisions section and any specialty work items necessary for the project. The specifications will conform to project requirements and will be based on the Standard Specifications for Public Works Construction, 2024 Edition, including supplements, together with the City of Chino Standard Plans and Specifications and Construction Bid Item Descriptions. Specifications will include appendices such as the geotechnical report, utility coordination documents relevant to contractor performance, and other project constraints affecting construction. Construction contract documents will be prepared in the City's format and submitted at the 90% and final stages.

Because accessible curb ramp and pedestrian facility design is explicitly part of the project, our design will incorporate the City's accessibility policy, including concurrent completion of required pedestrian improvements with the alteration work, project-specific design where constrained existing conditions require tailored solutions, and compliance to the maximum extent feasible where full compliance is technically infeasible.

Deliverables: 30% Design Plans, 60% Design Plans, 90% Design Plans and Specifications, and Final Design Plans and Specifications.

Task 6. Engineer's Quantity and Cost Estimate

We will prepare engineer's quantity takeoffs, cost estimates, and bidding schedules on City forms for the project. Quantities and bid items will be coordinated with the plans and City specifications and will be based on the latest Greenbook requirements and associated City bid item descriptions.

Deliverable: Engineer's Estimates included with the 30%, 60%, 90%, and final design submittals.

Task 7. Plan Interpretation and Bidding Assistance

During the bidding phase, we will provide construction plan interpretation and consultation to support the City's advertisement of the project. This will include review of bidder questions, clarification of drawings and specifications, and support to the City in preparing bid addenda when clarification is necessary.

We will provide responses to requests for information during bidding within two working days of receipt of the RFI, consistent with the requirement stated in the RFP. If any RFI results in a design change during the bidding process, we will incorporate the change into the plans and provide a conformed set.

Deliverable: Responses to bidder questions/RFIs, Bid addenda

Task 8. Meetings

We will attend and support the formal meetings anticipated during the design phase of the project. The RFP identifies five formal meetings, which may be held in the field, in the office, or by teleconference as directed by the City. These meetings will be used to review design progress, confirm direction, discuss comments, and maintain coordination among the City, the consultant team, and supporting disciplines.

At a minimum, meeting support will include the 30% Design Review Meeting, 60% Design Review Meeting, 90% Design Review Meeting, and Final Design Review Meeting, along with one additional meeting as directed by the City. We will prepare for each meeting, present key design issues and recommendations, document action items, and incorporate City direction into subsequent work.

Deliverable: Meeting agendas/minutes

Additional Item A. Project Management and Internal Coordination

HR Green will provide overall project management and internal coordination necessary to successfully deliver the City's requested scope of services. This effort will include management of scope, schedule, budget, subconsultant coordination, internal team communication, milestone planning, and ongoing coordination with City staff throughout the duration of the assignment. Our Project Manager will serve as the primary point of contact for the City and will be responsible for tracking progress, managing action items, coordinating discipline leads, and maintaining alignment between the technical work, schedule, and City expectations. This task is intended to support timely delivery, responsive communication, and consistent service quality throughout design.

Project management will also include preparation for City review meetings, coordination of internal review cycles in advance of each submittal, and proactive identification of issues that may affect scope, schedule, cost, or design development. As the project advances, we will monitor milestone completion, communicate status updates, and work with City staff to confirm decisions needed to maintain progress toward final bid-ready documents. Because the City has identified timeliness of services, emergency response time, and service quality as performance considerations, this management effort will be structured to support clear accountability and efficient project delivery.

Deliverable: Monthly status updates/invoicing

Additional Item B. Quality Assurance / Quality Control

HR Green will implement a formal quality assurance and quality control process for each design milestone to help verify that all submittals are complete, coordinated, and ready for City review. This process will include internal interdisciplinary review of plans, details, specifications, quantities, and estimates to verify technical accuracy, consistency between documents, constructability, and alignment with the City's standards and project requirements. Quality review will be completed prior to each submittal so that comments can be addressed internally before the package is delivered to the City.

Our QA/QC process will also include review of coordination between roadway design, concrete repair, utility information, accessibility improvements, geotechnical recommendations, and bid item development. Particular attention will be given to consistency between plan sheets, notes, special provisions, technical specifications, and engineer's estimates so that the final package is clear, biddable, and defensible. This effort is intended to reduce omissions, minimize conflicting information between contract documents, and improve the overall quality and readiness of each submittal.

Additional Item C. Accessibility Compliance Coordination

Because the project includes accessible curb ramp and pedestrian facility improvements, HR Green will integrate accessibility compliance coordination throughout the design process rather than treating it as a single end-of-design review item. Our team will evaluate affected pedestrian facilities within the project limits, confirm required improvements triggered by the work, and coordinate accessible design solutions with the City's Policy on Accessible Pedestrian Facilities and applicable accessibility requirements. This task will support consistent incorporation of accessible routes, curb ramps, transitions, sidewalk improvements, and related pedestrian features into the plans and details.

Where existing conditions create geometric, utility, grading, right of way, or other physical constraints, we will evaluate feasible design options and coordinate with City staff to develop project-specific solutions consistent with the City's policy. Accessibility coordination will include review of how proposed improvements tie into adjacent existing facilities, identification of potential technical infeasibility issues where applicable, and documentation of design decisions necessary to support compliance to the maximum extent feasible. This effort will help strengthen the overall design package and reduce the likelihood of accessibility-related revisions late in design or during bidding.

~~Additional Item D. Optional Construction Support~~

~~If requested by the City, HR Green can provide design-related construction support services following bid award as an additional service under a separately authorized scope and fee. These services may include responses to contractor~~

HRGreen
PACIFIC

1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855-900-4742

HRGREEN.COM

May 20, 2026

Brian Aleman
Associate Engineer
City of Chino
13220 Central Avenue
Chino, CA 91710

Re: **Additional Work Proposal for the design of ADA ramps at Chino Avenue and Mountain Avenue**

Dear Brian,

Per your request, **HR Green Pacific, Inc. (HR Green)** is pleased to provide this proposal to design two additional ADA-compliant curb ramps at the intersection of Chino Avenue and Mountain Avenue as additional work to the design services contract being awarded for the Edison Avenue Pavement Improvements (Zone 2) project.

SCOPE OF SERVICES

HR Green will prepare design plans for the southwest and southeast curb ramps at the intersection of Chino Avenue and Mountain Avenue. The ramps will be designed as crosswalk directional ramps, consistent in configuration with the previously designed northeast and northwest ramps at this intersection. Both ramps will be designed on a single plan sheet and will comply with City of Chino ADA policy and, at minimum, the latest PROWAG guidelines.

Topographic survey is included within the additional project area to establish existing grades and connection points to the adjacent curb, gutter, and sidewalk.

PROPOSED FEE

HR Green proposes to provide these services for an additional fee of **$8,500**.

This additional work would bring the total contract value to **$199,568.50** (including Add. Items A, B and C), which remains within the City's allocated design amount of $200,000.

If you have any questions, please do not hesitate to contact me at 951-970-6879 or via email at ckeys@hrgreen.com.

Sincerely,

HR Green Pacific, Inc.

Chase Keys, PE
Group Leader

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**

II. **Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**

IV. **The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

HRGreen PACIFIC

EXHIBIT C. FEE PROPOSAL

HR GREEN PACIFIC, INC. - FEE ESTIMATE

PROJECT NAME: PAVEMENT IMPROVEMENTS (ZONE 2) EDISON AVENUE
PROJECT NUMBER: 2303457.06
CLIENT: CITY OF CHINO
CLIENT CONTACT: BRIAN ALEMAN
PROJECT MANAGER: CHASE KEYS

					TOTAL HOURS	6	18	78	78	148	42	154	222	746		
					COST PER HOUR/UNIT (CHARGE-OUT RATE)	$ 325.00	$ 225.00	$ 270.00	$ 205.00	$ 195.00	$ 185.00	$ 185.00	$ 140.00			
					TOTAL LABOR COST	$ 1,950.00	$ 4,050.00	$ 21,060.00	$ 15,990.00	$ 28,860.00	$ 7,770.00	$ 28,490.00	$ 31,080.00			
	TOTAL PROJECT COSTS	$ 139,250.00	$ 2,035.00	$ 57,623.50	$ 198,908.50											
					% OF TOTAL LABOR COST	0.014003591	0.029084381	0.151238779	0.114829443	0.207253142	0.055798923	0.20459605	0.223195691	10%	10%	
Task	DESCRIPTION OF TASK	Labor Task Total	ODC Task Total	Subs Task Total	Task Total	Zhou PIC	Gutierrez QA/QC	Keys PROJ MGR	Casillas ROAD LEAD	MacDonald ADA LEAD	YE UTIL LEAD	DuMontelle ASSOC ENGR	Pangco, MacDonald, Procaccio STAFF ENG	EXPENSES Reimbursables Total	EXPENSES Sub Contractor Total	Notes
TASK 1	AS-BUILT RESEARCH, INVESTIGATION AND REVIEW	$ 8,610.00	$ -	$ 8,250.00	$ 16,860.00	0	0	6	4	4	2	12	20		$ 7,500.00	
	As-Built Research,Investigation and Review	$ 8,070.00	$ -	$ -	$ 8,070.00			4	4	4	2	12	20			
	Utility Potholing	$ 540.00	$ -	$ 8,250.00	$ 8,790.00			2							$ 7,500.00	Kana
TASK 2	UTILITY RESEARCH AND NOTIFICATION	$ 10,670.00	$ 110.00	$ -	$ 10,780.00	0	0	4	6	0	16	8	28	$ 100.00	$ -	
	Utility Research, Notifications, and Plotting	$ 7,250.00	$ -	$ -	$ 7,250.00			4	2		16		20			
	Drone Mapping of Utility Markings	$ 3,420.00	$ 110.00	$ -	$ 3,530.00				4			8	8	$ 100.00		
TASK 3	FIELD SURVEY	$ 5,340.00	$ 110.00	$ 16,588.00	$ 22,038.00	0	0	2	8	0	0	8	12	$ 100.00	$ 15,080.00	
	Topographic Survey and Mapping	$ 2,220.00	$ -	$ 16,588.00	$ 18,808.00			2					12		$ 15,080.00	Kelsoe
	Field Reconnaissance	$ 3,120.00	$ 110.00	$ -	$ 3,230.00				8			8		$ 100.00		
TASK 4	GEOTECHNICAL INVESTIGATION	$ 1,360.00	$ -	$ 32,785.50	$ 34,145.50	0	0	2	4	0	0	0	0		$ 29,805.00	Labelle Marvin
TASK 5	PLANS AND SPECIFICATIONS	$ 65,290.00	$ 550.00	$ -	$ 65,840.00	0	0	10	24	110	20	88	116	$ 500.00	$ -	
TASK 6	ENGINEER'S QUANTITY AND COST ESTIMATE	$ 5,880.00	$ -	$ -	$ 5,880.00	0	0	4	8	0	0	8	12		$ -	
TASK 7	PLAN INTERPRETATION AND BIDDING ASSISTANCE	$ 4,540.00	$ 165.00	$ -	$ 4,705.00	0	0	4	4	4	0	4	8	$ 150.00	$ -	
TASK 8	MEETINGS	$ 6,620.00	$ 550.00	$ -	$ 7,170.00	2	0	12	6	2	2	4	0	$ 500.00	$ -	
ADD A	PROJECT MANAGEMENT AND COORDINATION	$ 10,830.00	$ -	$ -	$ 10,830.00	4	0	24	8	2	2	2	2		-	
ADD B	QUALITY ASSURANCE / QUALITY CONTROL	$ 4,050.00	$ -	$ -	$ 4,050.00	0	18	0	0	0	0	0	0		-	
ADD C	ACCESSIBILITY COMPLIANCE COORDINATION	$ 8,770.00	$ -	$ -	$ 8,770.00	0	0	4	2	24	0	8	8		-	
ADD D	CONSTRUCTION SUPPORT	$ 7,290.00	$ 330.00	$ -	$ 7,620.00	0	0	0	4	2	0	12	16	$ 330.00	-	

Total Not-To-Exceed: $199,568.50; excludes "ADD D".

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit "D-1".

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

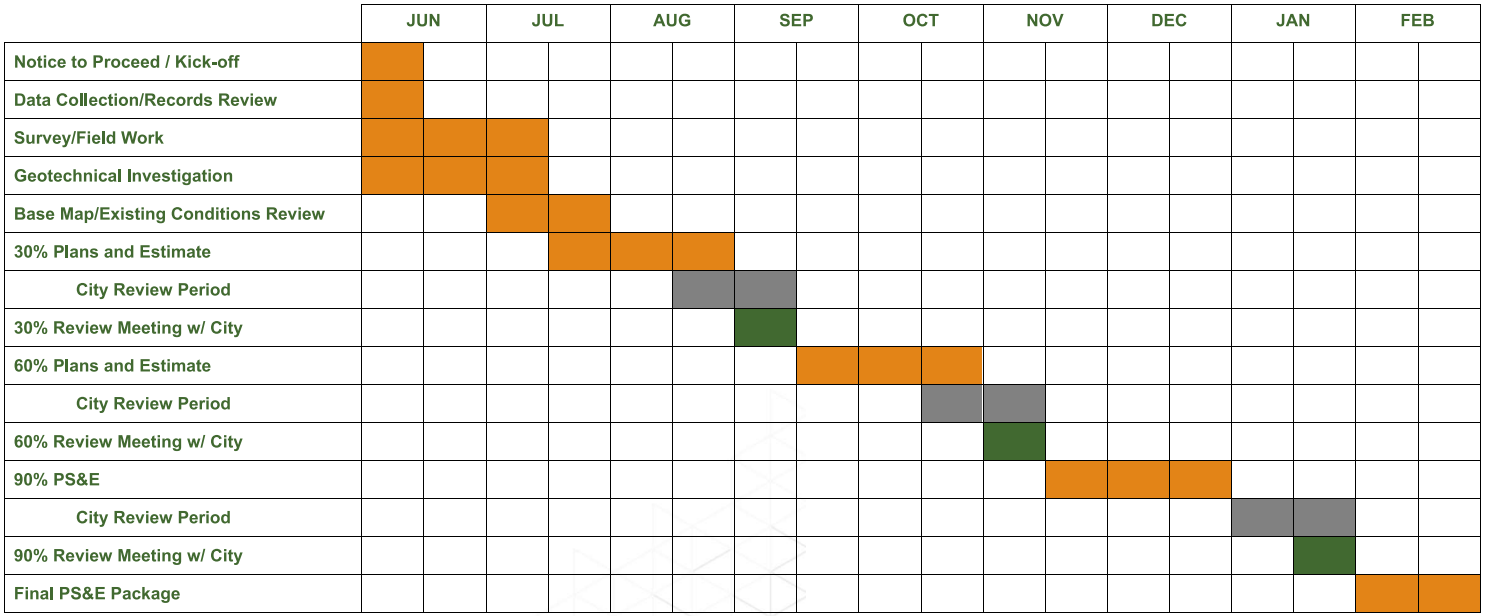
HRGreen PACIFIC

EXHIBIT D. SCHEDULE OF PERFORMANCE

Upon notice to proceed, HR Green will initiate the project with a kickoff meeting with City staff to confirm scope, communication protocols, file formats, decision points, and available background information. Immediately following kickoff, our team will begin as-built review, standards review, accessibility policy review, utility record collection, survey control and field survey, and geotechnical coordination. This first phase will culminate in development of the AutoCAD base map and a clear understanding of corridor conditions, accessibility needs, and likely utility conflicts.

The 30% design phase will focus on establishing the proposed pavement rehabilitation and concrete repair strategy, identifying required ADA improvements, initiating utility notifications, and preparing the preliminary quantity takeoff and engineer's estimate. After City review and the 30% design meeting, our team will advance the plans to 60%, incorporating City comments, refining details, confirming utility coordination status, and updating cost information. The 90% phase will include a near-final PS&E package, with technical specifications, special provisions, and all supporting design documentation necessary for City review. After receiving comments from the 90% review meeting, we will finalize the bid package and support the City during advertisement through responses to bidder questions, addenda, and conformed documents as needed.

We recommend the following baseline schedule for the design phase, subject to confirmation with the City and timely receipt of comments, survey access, utility responses, and subconsultant information:



This schedule is intended to keep the project on track for bid readiness consistent with the City's expectation that the project be ready for construction by early 2027.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Approve Amendment No. 5 with Cannon Corporation dba Penco for Additional General Plan Check Services

RECOMMENDATION

1) Appropriate $200,000 to the Fiscal Year 2025-26 Development Engineering Program Budget from the available General Fund balance for plan check with a corresponding increase in plan check revenue in the same amount; 2) approve contract amendment No. 5 with Cannon Corporation dba Penco, Contract 2024-067, for $200,000 for a revised contract amount of $1,145,000 for additional general plan check and other related engineering services; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

Requires appropriation of $200,000 to the FY 2025-26 Development Engineering Program Budget using available General Fund balance. Plan check service costs are fully recovered through user fees charged to the developers; therefore, staff will increase the plan check revenue projection by $200,000 for FY 2025-26.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Financial Stability

Revenue: 1007010 - 56450	Expenditure: 1007010 - 43570
Transfer In:	Transfer Out:

BACKGROUND

On March 30, 2023, the City released a Request for Proposals (RFP No. 2023-8001) for "General Plan Check Services and Other Related Engineering Services" via PlanetBids, in accordance with City procurement policies. The City received nine proposals by the closing date of April 20, 2023.

On June 20, 2023, the City Council awarded professional services agreements to three firms for these services, including Cannon Corporation. The agreement with Cannon Corporation included an initial one-year term with two optional one-year extensions, both of which the City subsequently exercised.

Effective July 1, 2025, the agreement was renewed in an amount not to exceed $400,000. Subsequently, in April 2026, the agreement was amended to increase compensation by an additional $150,000 due to increased plan check activity and development demand. This increase in expenditure and revenue was included in the FY 2025-26 Midyear Budget.

ISSUES/ANALYSIS

Staff is now requesting a further increase of $200,000 due to several large-scale development projects recently submitted to the City that require extensive and complex engineering plan check review services. These reviews are highly technical, time-intensive, and costly, necessitating continued consultant support to maintain project review timelines, ensure timely processing of development applications, and maintain adequate service levels for the development community.

The Public Works Department collects fees from developers for engineering plan check services associated with development construction activity. The appropriation of the additional $200,000 is fully offset by fees collected from developers for plan check services.

During the current fiscal year, engineering plan check activity assigned to Cannon Corporation has continued to increase, substantiating the need to increase the contract amount to accommodate anticipated services throughout the remainder of the fiscal year. In addition to the higher volume of work, Cannon has consistently provided high-quality service with reliable expertise and quick turnaround times, which has been instrumental in keeping projects on schedule and maintaining service levels to the development community. Accordingly, staff is requesting approval of an amendment to the agreement in the amount of $200,000, resulting in a revised total contract amount for Fiscal Year 2025-26 of $750,000.

The proposed amendment will allow staff to maintain continuity and avoid delays in processing engineering plan check services for several significant ongoing development infrastructure projects throughout the City. Therefore, staff recommend that the City Council approve Amendment No. 5 to the professional services agreement with Cannon Corporation for an additional $200,000 for additional general plan check services and other related engineering services.

Attachment: Exhibit A - Amendment No. 5 - Cannon Corporation

Project Name/No.: General Plan Check Services & Other Related Engineering Services **Contract No.: 2024-067 (A5)**

Project Manager: PW/ J. Plasencia **Approved: 05.19.2026**

AMENDMENT NO. 5

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 **Cannon Corporation**, a California Corporation ("Consultant") is effective as of the 19th day of May, 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1st, 2023 ("Agreement") whereby Consultant agreed to provide General Plan Check Services and Other Related Engineering Services.

B. City and Consultant entered into a First Amendment on July 1, 2024, to increase compensation by $150,000 for an additional fiscal year (2024-25) of General Plan Check Services and Other Related Engineering Services and extend the term of the Agreement.

C. City and Consultant entered into a Second Amendment on March 4, 2025, to increase compensation by $120,000 for fiscal year (2024-25) for additional General Plan Check Services and Other Related Engineering Services.

D. City and Consultant entered into a Third Amendment on July 1, 2025, to increase compensation by $400,000 for an additional fiscal year (2025-26) of General Plan Check Services and Other Related Engineering Services and extend the term of the Agreement.

E. City and Consultant entered into a Fourth Amendment on April 7, 2026, to increase compensation by $150,000 for additional General Plan Check Services and Other Related Engineering Services.

F. City and Consultant now desire to amend the Agreement to increase compensation by $200,000 for additional General Plan Check Services and Other Related Engineering Services.

TERMS

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

(a) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)** for performance of additional General Plan Check Services and other Related Engineering Services, and shall read in its entirety as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total

compensation including reimbursement for actual expenses, shall not exceed **One Million One Hundred Forty-Five Thousand Dollars and Zero Cents ($1,145,000.00)** (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

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

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

CONSULTANT:
CANNON CORPORATION:

By:_____

Name: Michael F. Cannon
Title: President and CFO

By:_____

Name: Lawerence P. Kraemer
Title: Vice President and Secretary

Address: 1050 Southwood Drive
San Luis Obispo, CA 93401

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.

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

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

SUBJECT

Introduction of Ordinance 2026-004 Amending Chapter 10.56 of the Chino Municipal Code (CMC).

RECOMMENDATION

Approve the introduction of Ordinance 2026-004, amending Chapter 10.56 of the Chino Municipal Code, pertaining to bicycles, electric bicycles, motorized scooters, and regulated mobility devices, to be read by number and title only, and waiving future reading of the ordinance:

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

FISCAL IMPACT

There is no significant financial impact anticipated from the adoption of this Ordinance. Minor costs may include public education materials, school outreach, website updates, and signage in selected areas. If the City adopts administrative cost recovery for impounds or storage, those charges should be limited to actual City costs.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The use of electric bicycles ("e-bikes"), electric scooters, electric motorcycles, and other micromobility devices has increased significantly throughout Southern California. The City of Chino ("City") is no exception to this. While these devices provide a convenient and environmentally friendly transportation option, unsafe riding behavior, particularly among juveniles, has created growing public safety concerns in neighborhoods, school zones, parks, sidewalks, shopping centers, and public rights-of-way.

Chapter 10.56 of the City Municipal Code ("CMC") currently centers on bicycle licensing requirements, including the registration and fees associated with licensing. To address the increasing public safety concerns, the City shifts its focus from outdated bicycle licensing requirements to practical safety considerations such as speed and operations on public sidewalks and expand the City's regulation to incorporate e-bikes and various regulated mobility devices. Parental accountability, penalties, and the City's impound authority are also addressed.

The proposed amendments outlined in this Ordinance are intended to provide City residents with clearer regulation while preserving the lawful use of e-bikes and other micromobility devices for transportation and recreation. As such, the ordinance does not prohibit e-bike use citywide or intend to conflict with regulations beyond those already provided under California law.

ISSUES/ANALYSIS

E-bikes are defined under California Vehicle Code ("CVC") section 312.5 as bicycles with fully operable pedals and an electric motor with a power output of less than 750 watts. State law establishes three e-bike classes:

- Class 1 pedal-assist up to 20 mph
- Class 2 throttle-assist up to 20 mph
- Class 3 pedal-assist up to 28 mph.

Class 3 e-bike operators must be at least 16 years old and must wear a helmet. Additionally, those who are under 18 years old must wear a helmet while operating or riding a bicycle or e-bike.

Recent changes in state law also give law enforcement additional authority to remove certain unlawful electric vehicles, including devices that do not qualify as lawful e-bikes and vehicles being operated without required registration or licensing. CVC section 22651.08, effective January 1, 2026, authorizes the removal of certain electric vehicles and allows local agencies to recover actual administrative costs related to removal, seizure, and storage if adopted by ordinance or resolution. Neighboring and comparable cities have begun adopting local e-bike and micromobility regulations.

This Ordinance would:

1. Update definitions to align with current California Vehicle Code language.
2. Regulate unsafe operation of regulated mobility devices
3. Prohibit reckless behaviors such as riding against traffic, failing to yield, stunt riding in unsafe areas, towing or clinging to vehicles, riding in prohibited areas, and carrying passengers unlawfully.
4. Establish operations regulations for sidewalks, school-zones, trails, and parks.

5. Increase parental accountability when a parent or legal guardian knowingly permits a minor to violate the chapter.
6. Allow administrative citations, court citations, or safety-course diversion where appropriate.
7. Establish escalating administrative fines of $100, $200, and $500 unless a lower amount is required by state law.
8. Authorize storage or impoundment when permitted by state law or when a device is operated in violation of local code and presents a public safety risk.
9. Remove outdated mandatory bicycle licensing requirements and replace them with voluntary registration language.
10. Provide a 30-day public education period before active enforcement of CMC Chapter 10.56 begins.

LEGAL CONSIDERATIONS

Staff recommends that:

The City may regulate operation, parking, and registration of bicycles under CVC 21206, but any local ordinance should expressly state that it does not override state law.

Impound language should be tied to CVC 22651.08, CVC 22651, abandoned property laws, or other lawful authority to avoid overbreadth.

The City is authorized to enforce the Ordinance regulations and impose penalties such as citations, even upon minors. In accordance with California Welfare & Institutions Code sections 256 and 602, the County of San Bernardino Superior Court has jurisdiction over minors who violate an ordinance of the City, including provisions of local law related to traffic offenses.

Any cost-recovery fees, such as those related to removal, seizure, storage, processing, and release of a regulated mobility device, should be limited to actual administrative costs and adopted through the City's fee schedule or resolution.

PUBLIC OUTREACH

Following adoption, staff recommend a 30-day education period before active enforcement. Outreach should include Chino Valley Unified School District, school resource officers, parent groups, bicycle retailers, social media messaging, the City website, and community meetings.

ATTACHMENTS:
1. Draft Ordinance 2026-004
2. Redline of CMC Chapter 10.56
3. Summary of California e-bike laws

ORDINANCE NO. 2026-004

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

WHEREAS, pursuant to California Constitution Article XI Section 7, the City of Chino ("City"), the City has police power to make and enforce all ordinances and regulations not in conflict with general laws; and

WHEREAS, the use of bicycles, electric bicycles, motorized scooters, off-highway electric motorcycles, and other regulated mobility devices has increased within the City; and

WHEREAS, these types of mobility devices provide transportation and recreational benefits when operated safely and lawfully; and

WHEREAS, dangerous operation of these types of mobility devices, such as speeding, failure to obey traffic laws, traveling against designated traffic flow, unlawful passengers, and stunt riding, creates significant risks to the community; and

WHEREAS, the City Council of the City of Chino ("City Council") strives to promote and improve the public health, safety, and general welfare of the City's residents; and

WHEREAS, the City Council desires to amend the Chino Municipal Code to incorporate clear local regulations concerning the operation of these types of mobility devices and align with state law; and

WHEREAS, prior to adoption, the City provided all required public notice and held a duly noticed public hearing at which time members of the public had the opportunity to review the documents presented to the City Council and provide oral comments regarding the proposed ordinance; and

WHEREAS, all of the legal prerequisites to adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The City Council finds that the foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Amendment. Chapter 10.56 (Bicycles) of Title 10 (Vehicles and Traffic) of the City of Chino Municipal Code is hereby amended in its entirety as follows:

"**Chapter 10.56 Bicycles, Electric Bicycles, Motorized Scooters, and Regulated Mobility Devices**

Sections:

10.56.010 Purpose and Scope.

A. This chapter regulates the operation, parking, storage, and enforcement of regulated mobility devices within the City of Chino.

B. This chapter applies to any regulated mobility device operated upon any public street, highway, sidewalk, bicycle lane, bicycle path, public trail, park, public facility, City-owned property, or private property open to the public for pedestrian or vehicular travel.

C. Nothing in this chapter is intended to conflict with or supersede the California Vehicle Code. Where state law controls, state law shall govern.

10.56.020 Definitions.

For purposes of this chapter, the following definitions apply:

“Bicycle” means a device upon which a person may ride that is propelled by human power through a belt, chain, gears, or similar mechanism, and has the same meaning as in California Vehicle Code section 231, as it may be amended from time to time.

“Electric bicycle” or “e-bike” means a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and has the same meaning as in California Vehicle Code section 312.5, as it may be amended from time to time.

“Class 1 electric bicycle” means a low-speed pedal-assisted electric bicycle and has the same meaning as in California Vehicle Code section 312.5(a)(1), as it may be amended from time to time.

“Class 2 electric bicycle” means a low-speed throttle-assisted electric bicycle and has the same meaning as in California Vehicle Code section 312.5(a)(2), as it may be amended from time to time.

“Class 3 electric bicycle” means a speed pedal-assisted electric bicycle and has the same meaning as in California Vehicle Code section 312.5(a)(3), as it may be amended from time to time.

“Electrically motorized board” means the same as in California Vehicle Code section 313, as it may be amended from time to time.

“Motorized scooter” means the same as in California Vehicle Code section 407.5, as it may be amended from time to time.

“Motorized bicycle” or “moped” means the same as in California Vehicle Code section 406, as it may be amended from time to time.

“Motor vehicle” means the same as in California Vehicle Code section 415, as it may be amended from time to time.

“Motorcycle” means the same as in California Vehicle Code section 400, as it may be amended from time to time.

"Off-highway motorcycle" means the same as in California Vehicle Code section 436, as it may be amended from time to time.

"Off-highway electric motorcycle" means the same as in California Vehicle Code section 436.1, as it may be amended from time to time.

"Pocket bike" means the same as in the California Vehicle Code section 473, as may be amended from time to time.

“Regulated mobility device” means any bicycle, electric bicycle, motorized scooter, skateboard, electrically motorized board, pocket bike, motorized bicycle, or other similar motorized or non-motorized device used for transportation or recreation.

“Unregulated conveyance” means any regulated mobility device that does not meet the standards of devices as defined in the California Vehicle Code.

10.56.030 Voluntary Bicycle Registration.

A. Residents are encouraged, but not required, to register bicycles with the City or with a recognized bicycle registration service to assist in identifying the rightful owner of a lost, stolen, recovered, or involved bicycle.

B. Any mandatory bicycle licensing provisions previously contained in this chapter are repealed.

C. The Police Department may continue to provide voluntary bicycle registration services as approved by the Chief of Police.

10.56.040 Applicability of Traffic Laws.

A. Every person operating a regulated mobility device upon a street, highway, bicycle lane, bicycle path, or sidewalk shall comply with all applicable provisions of the California Vehicle Code and this chapter.

B. Pursuant to California Vehicle Code section 21113, the City may enforce applicable traffic laws upon driveways, paths, parking facilities, parks, and grounds under the control of the City where public traffic is permitted.

C. Nothing in this chapter prohibits police, fire, public works, community services, or other authorized public agency personnel from operating any vehicles or mobility devices in the performance of official duties.

10.56.050 Equipment and Classification.

A. Electric bicycles shall comply with all applicable equipment, visibility, labeling, manufacturing, and operational requirements under state and federal law.

B. No person shall tamper with, modify, or alter an electric bicycle in a manner that changes the speed capability or classification of the electric bicycle unless the device is lawfully reclassified and labeled as required by state law.

C. Any device that exceeds the legal speed, power, equipment, or operational limitations of an electric bicycle may be treated as a motor vehicle, motorcycle, motorized bicycle, off-highway vehicle, or unregulated conveyance, as applicable under state law.

10.56.060 Helmet Requirements.

A. Any person under 18 years of age operating or riding as a passenger on a bicycle or electric bicycle shall wear a properly fitted and fastened bicycle helmet that meets the standards as required by California Vehicle Code section 21212.

B. No person shall operate a Class 3 electric bicycle or ride as a passenger on a Class 3 electric bicycle without wearing a properly fitted and fastened bicycle helmet that meets the standards as required by California Vehicle Code section 21213.

C. This section shall be enforced consistent with state law.

10.56.070 Speed.

A. No person shall operate any regulated mobility device at a speed greater than is reasonable or prudent under existing conditions, including pedestrian traffic, vehicular traffic, surface conditions, lighting, visibility, weather, and the width of the area being used.

B. No person shall operate a bicycle or electric bicycle on a sidewalk at a speed greater than 8 miles per hour, and in no event at a speed greater than is reasonable or prudent under existing conditions.

C. No person shall operate a regulated mobility device on a sidewalk adjacent to a school, park, community center, senior facility, or other high-pedestrian areas at a speed greater than 5 miles per hour when pedestrians or children are present.

D. No person shall operate a regulated mobility device on a bicycle path, trail, or shared-use path at a speed greater than 10 miles per hour unless otherwise posted on signs, and in no event at a speed greater than is reasonable or prudent under the existing conditions, or at any speed which endangers the safety of the public or property.

E. Nothing in this section authorizes operation of any device in any location where such operation is prohibited by state law, this code, or posted signs.

10.56.080 Operation on Sidewalks.

A. Bicycles may be operated on sidewalks unless prohibited by posted signs or other provisions of this code.

B. Where a designated bicycle lane has been established, a person shall not operate a bicycle or electric bicycle on a sidewalk.

C. Other regulated mobility devices may be operated on sidewalks only where not prohibited by posted signs or other provisions of this code, and only in a manner that does not endanger pedestrians or property.

D. The operator of any regulated mobility device on a sidewalk shall yield the right-of-way to pedestrians and shall provide an audible warning before overtaking or passing pedestrians.

E. As authorized and provided in Section 10.08.030, the Public Works Director, or the Director's designee, may install traffic-control devices or signals pertaining to the operation of regulated mobility devices.

10.56.090 Unlawful Operation.

A. It is unlawful for any person to operate a regulated mobility device in an unsafe manner on any street, highway, sidewalk, bicycle lane, bicycle path, trail, park, public facility, City-owned property, or private property open to the public.

B. Unsafe operation includes, but is not limited to:

1. Operating in violation of the California Vehicle Code or this chapter.
2. Operating against the direction of traffic on a street, highway, bicycle lane, or roadway.
3. Failing to obey traffic-control devices or posted signs.
4. Failing to yield the right-of-way to pedestrians.
5. Entering a roadway, driveway, or parking lot from a sidewalk or path without yielding to vehicles, pedestrians, or other lawful users.
6. Operating at a speed unsafe for conditions.
7. Carrying a passenger on a device not designed for passengers.
8. Carrying a passenger who is not seated in a lawful and manufacturer-approved passenger location.
9. Operating while a person is clinging to or being pulled by another moving vehicle or device.
10. Towing, being towed, or attaching the device to any moving vehicle or device.
11. Operating upon any public drainage facility, culvert, ditch, channel, landscaped area, sports field, court, playground, or other area not designated for such use.
12. Performing wheelies, stunts, tricks, acrobatics, racing, or speed contests where pedestrians, vehicles, or other persons are present or where such conduct creates a risk to persons or property.
13. Operating in a group in a manner that obstructs traffic, blocks sidewalks, interferes with pedestrians, or creates a foreseeable collision risk.
14. Tampering with or modifying a regulated mobility device so as to change the speed capability of such device, or otherwise altering, modifying, or adjusting the device in a way so that it no longer qualifies as a lawful device.
15. Operating any regulated mobility device in a park, trail, or public facility where such operation is expressly prohibited by a posted sign or City regulation.
16. Operating in any other manner that endangers the safety of the operator, passengers, pedestrians, motorists, or property.

10.56.100 Parks, Trails, and Public Facilities.

A. No person shall operate a regulated mobility device in a City park, public trail, public facility, sports field, court, playground, landscaped area, open space area except on roads, paths, trails, parking lots, areas designated for such use, or areas otherwise prohibited from operation of a regulated mobility device.

B. Regulated mobility devices shall not be operated within City parks, trails, open space, or public facilities except where expressly authorized by law, permit, posted designation, or City approval.

10.56.110 Parking and Obstruction.

A. No person shall leave a regulated mobility device lying on its side or parked in a manner that obstructs pedestrian travel, ADA access, vehicle travel, emergency access, building entrances, driveways, ramps, crosswalks, or transit stops.

B. No person shall park or leave any regulated mobility device on private property open to the public in a manner that obstructs pedestrian or vehicular traffic.

C. Devices parked or left in violation of this section may be relocated, stored, or impounded as authorized by law.

10.56.120 Responsibility of Parent or Legal Guardian.

A. The parent or legal guardian of any minor shall not authorize, knowingly permit, or knowingly allow the minor to violate any provision of this chapter.

B. A parent or legal guardian may be cited when evidence shows the parent or legal guardian knowingly authorized or permitted the violation.

C. This section shall not be interpreted to impose strict liability on a parent or legal guardian for a minor's conduct they did not authorize, permit, or have reason to know would occur.

10.56.130 Enforcement and Penalties.

A. Unless otherwise required by state law, a violation of this chapter may be enforced as an administrative citation, infraction, or misdemeanor at the discretion of the City Attorney, prosecuting authority, or peace officer based on the facts and circumstances.

B. Administrative Fines

Administrative fines for violations of this chapter shall be consistent with Chapter 1.15 and the City's established administrative citation schedule for violations that would otherwise constitute infractions, as follows:

- First violation: $100
- Second violation of the same ordinance within one year: $200
- Each additional violation of the same ordinance within one year: $500

C. Where state law establishes a different penalty, state law shall control.

D. In lieu of a fine or citation, the Chief of Police or designee may allow a violator to complete an approved bicycle, e-bike, or other related safety course.

E. For juvenile offenders, the Police Department may prioritize education, parental notification, and safety-course completion before monetary penalties, unless the violation caused injury, property damage, reckless operation, or substantial public safety risk.

10.56.140 Storage, Removal, and Impound.

A. In addition to any other penalty that may be assessed pursuant to this code, a peace officer or authorized City employee may remove, store, or impound a regulated mobility device when authorized by the California Vehicle Code, this code, or other applicable law.

B. Removal or impound may be authorized when:

1. The device is operated in violation of this chapter and creates an immediate or substantial risk to public safety.
2. The device is one that does not qualify as a lawful electric bicycle and is being operated without proper registration, licensing, or equipment as required by law.
3. The device is a Class 3 electric bicycle operated by a person under 16 years of age.
4. The device is used in reckless operation, speed contests, stunt riding, or unsafe group riding creating a foreseeable collision risk.
5. The device is abandoned, obstructing pedestrian or vehicular access, or unlawfully parked.
6. Removal is otherwise authorized by California Vehicle Code section 22651.08, California Vehicle Code section 22651, or other applicable law.

C. The City may recover actual administrative costs related to removal, seizure, storage, processing, and release, provided such charges are adopted by resolution or included in the City's current approved fee schedule, as may be updated from time to time, and do not exceed actual costs.

D. If a device is removed pursuant to California Vehicle Code section 22651.08, release shall comply with that section, including any applicable minimum storage period, payment of lawful costs, and safety-course completion requirements.

E. Nothing in this section limits the City's authority to dispose of abandoned property in accordance with applicable law.

10.56.150 Exemptions.

This chapter does not apply to:

A. Police, fire, public works, community services, or other public agency personnel acting within the performance and scope of official duties.

B. Mobility devices used in a safe manner by physically disabled persons as defined under the Americans with Disabilities Act and otherwise protected by federal or state disability law.

C. City-approved events, demonstrations, trainings, or programs operating under permit or written authorization.

10.56.160 Severability.

If any section, subsection, sentence, clause, phrase, or portion of this chapter is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter."

SECTION 3. Except as otherwise amended herein, the remainder of Title 10 (Vehicles and Traffic) of the City of Chino Municipal Code shall remain unchanged and in full force and effect.

SECTION 4. CEQA. Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines (California Code of Regulations Title 14 §1500 *et seq.*), the City Council finds that this Ordinance is exempt from CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), this Ordinance is covered by the common sense exemption because the proposed changes do not have the potential for causing a significant effect on the environment. Furthermore, the proposed changes do not constitute a "project" under CEQA Guidelines Section 15378(b)(5), which excludes the "organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment."

SECTION 5. Severability. If any section, subsection, sentence, clause, paragraph, or phrase of this Ordinance or any part thereof is for any reason held to be invalid or otherwise unenforceable by any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have enacted each and every section, subsection, sentence, clause, paragraph, or phrase thereof, irrespective of any determination of validity.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after its second reading and adoption.

SECTION 7. Certification. The City Clerk of the City of Chino shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published and posted at the designated locations in the City of Chino.

ADOPTED, SIGNED, and APPROVED this ___ day of _____, 2026.

_____
Eunice Ulloa, Mayor

ATTEST:

_____
Natalie Gonzaga, City Clerk

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

I, Natalie Gonzaga, CITY CLERK OF THE CITY OF CHINO, CALIFORNIA, do hereby certify that the foregoing Ordinance No. 2026-_____ was duly and regularly adopted by the City Council of the City of Chino at a regular meeting held _____ day of _____, 2026, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Natalie Gonzaga, City Clerk

ATTACHMENT 2

Summary of Key Changes to Chapter 10.56

Removed:

- Mandatory bicycle registration requirement
- Outdated $3 licensing fee structure

Added:

- Definitions aligned with California Vehicle Code (e-bike classes, scooters, etc.)
- Regulation of regulated mobility devices (e-bikes, scooters, boards, etc.)
- Clear unsafe operation standards
- Sidewalk, park, and trail use regulations
- Speed limits:
    - 8 mph on sidewalks
    - 5 mph near schools/parks when pedestrians and children are present
    - 10 mph on trails unless posted otherwise
- Parental and legal guardian accountability language
- Administrative fine structure ($100 / $200 / $500)
- Safety course diversion option
- Impound authority tied to CVC 22651.08
- Cost recovery authority (by resolution)

Modified:

- Enforcement section expanded for flexibility (admin, infraction, misdemeanor)
- Clarified that the Code does not override State law

ATTACHMENT 3 – SUMMARY OF CALIFORNIA E-BIKE LAWS

California E-Bike Law Overview

Definition (CVC 312.5):

- Electric motor < 750 watts
- Fully operable pedals

Three Classes:

- **Class 1:** Pedal assist, max 20 mph
- **Class 2:** Throttle assist, max 20 mph
- **Class 3:** Pedal assist, max 28 mph

Key Laws:

- Class 3 riders must be **16+**
- Class 3 requires a **helmet (all ages)**
- All riders under 18 must wear helmets
- E-bikes are allowed where bicycles are allowed unless restricted locally

Enforcement Authority:

- Cities may regulate operation (CVC 21206)
- Cannot conflict with state definitions or age laws

New Law (2026):

- CVC 22651.08 allows **impound of illegal/unregistered electric vehicles**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: JUNE 2, 2026

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Senate Bill 707 Updates and Adoption of a Disruption of Service during a City Council Meeting Policy.

RECOMMENDATION

Receive an update related to significant updates to the Ralph M. Brown Act by Senate Bill 707 (SB 707) and approve Resolution No. 2026-038 to adopt a Disruption of Telephonic or Internet Service During Public Meetings Policy.

FISCAL IMPACT

No fiscal impact is associated with the resolution adoption.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

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

- Superior Customer Service
- Effective Technology

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Ralph M. Brown Act (Government Code §54950 et seq.) establishes requirements for open meetings of local legislative bodies. SB 707, signed into law by Governor Newsom on October 3, 2025, updates provisions related to teleconferencing, including requirements for remote participation, accessibility, and procedures for addressing disruptions to meeting access for City Council meetings. Some SB 707 provisions went into effect on January 1, 2026, while the most significant changes will become effective on July 1, 2026.

Among other requirements, SB 707 requires the City Council to adopt a disruption of telephonic or internet service policy for meetings of the City Council. This policy must be adopted by July 1, 2026.

ISSUES/ANALYSIS

Under SB 707, "eligible legislative bodies" will be subject to new requirements relating to the conduct of public meetings on July 1, 2026. SB 707 defines "eligible legislative bodies" as a City Council in a city with a population of 30,000 or more or in a county with a population of more than 600,000. The City Council of the City of Chino qualifies as an "eligible legislative body" under this definition and is therefore subject to the following requirements by July 1, 2026. City Commissions do not qualify as an eligible legislative body. The requirements are summarized below.

Mandatory Hybrid Meetings: Under this requirement, the public must be able to participate in-person *plus* through either a two-way telephonic or audiovisual platform to provide public comment.

Adopt a Disruption Policy: The City Council must adopt a policy that addresses disruptions of telephonic or internet service for meetings on or before July 1, 2026. This policy is attached as Resolution 2026-038.

Translation of Meeting Agendas: The City must translate agendas and instructions on how to participate into any language, other than English, spoken jointly by 20% or more of the total population of the City and 20% of that language who also speak English less than "very well." The City of Chino is required to translate meeting agendas (but not the entire agenda packet) to Spanish.

Implement an Agenda Request System: A system must be in place for electronically accepting and fulfilling requests for agendas and meeting documents.

Public Meeting Information Webpage: The City must have an accessible webpage that is dedicated to information concerning public meetings.

Outreach for Meeting Participation: Eligible legislative bodies must make reasonable efforts to encourage meeting participation from groups that do not traditionally participate, such as outreach to media organizations serving non-English communities or civic engagement organizations. This law gives the eligible legislative body broad discretion to implement these efforts.

Publicly Accessible Space for the Public to Post Translated Agendas: The City must provide a physical location, within reasonable proximity to where the City' s agendas are posted, accessible to the public, for the public to post additional translated agendas.

Support with Meeting Translation: The City must aid any public member who wishes to use a personal interpreter by giving them the space to accommodate the interpreter and extra time.

Below are additional important changes that went into effect on January 1, 2026:

Non-traditional Teleconferencing Expanded: Non-traditional teleconferencing provisions now include proclaimed state of emergency or local emergency and expand the "just cause" provision by folding in the basis of " emergency circumstances," and adding immunocompromised family member and military service obligations as grounds for the need to participate remotely. The "just cause" teleconferencing option requires a quorum of members to be in a physical location open to the public within the legislative body's jurisdiction.

Remote Participation as ADA Reasonable Accommodation for Disabled Member: A member of the legislative body with a disability may participate remotely as a reasonable accommodation. This member must use audio and video unless the disability requires audio only and disclose the nature of the relationship and presence of any person age 18 and older present in the room at the remote location. This member will still count toward a physical quorum, and neither traditional nor non-traditional teleconferencing requirements apply (e.g., posting at the teleconferencing location).

Social Media Restrictions Sunset Date Removed: The January 1, 2026, sunset date for AB 992's social media restrictions has been removed, and the law will no longer expire. This law prohibits a majority of the members of a legislative body from using social media platforms to discuss official business among themselves, including making posts, commenting and using "emojis." This law also prohibits a member of the legislative body from responding directly to any communication on an internet- based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is posted or shared by another member.

City staff is actively finalizing the implementation of SB 707, which establishes new standards for public participation. This work includes finalizing website updates, updating internal procedures, preparing community outreach, and coordinating necessary technology upgrades to ensure full compliance. All required components are being refined so that the City will be fully prepared for the implementation date of July 1, 2026.

It is recommended that the City Council receive this update on SB 707 and approve Resolution No. 2026-038 to adopt a Disruption of Telephonic or Internet Service During Public Meetings Policy.

Attachment – Resolution 2026-038

RESOLUTION NO. 2026-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

WHEREAS, the Ralph M. Brown Act (Government Code § 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

WHEREAS, Senate Bill 707 (2025) amended the Brown Act to update teleconferencing and accessibility requirements, including provisions related to remote participation in public meetings; and

WHEREAS, Government Code § 54953.4(b)(1)(A) requires eligible legislative bodies, on or before July 1, 2026, to adopt at a noticed public meeting in open session, and not on the consent calendar, a policy addressing disruption of telephonic or internet service during meetings conducted with remote participation; and

WHEREAS, the required policy must address procedures for recessing and reconvening a meeting in the event of a disruption and the efforts the legislative body will make to attempt to restore service; and

WHEREAS, Government Code § 54953.4 further requires that, in the event of a disruption preventing members of the public from observing or participating in the meeting through a two-way telephonic or audiovisual platform, the legislative body shall recess the open session for at least one hour and make a good faith effort to restore service, and may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first; and

WHEREAS, if telephonic or internet service has not been restored upon reconvening, the legislative body must make findings by roll call vote that good faith efforts to restore service have been made and that the public interest in continuing the meeting outweighs the public interest in remote public access; and

WHEREAS, adoption of a disruption of service policy is required to ensure compliance with state law and to promote transparency and continuity of public meetings; and

WHEREAS, the proposed policy addressing disruption of telephonic or internet service during meetings of the City of Chino has been prepared in accordance with Government Code § 54953.4 and is attached hereto as Exhibit A; and

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

SECTION 1. **Adoption of Policy.** The City of Chino hereby adopts the policy entitled “Disruption of Telephonic or Internet Service During Public Meetings,” substantially in the form attached hereto as Exhibit A.

SECTION 2. **Implementation.** The City Clerk is authorized and directed to implement the policy in coordination with agency staff, legal counsel, and technology support staff, as appropriate.

SECTION 3. **Minor Modifications.** The City Attorney may approve minor, non-substantive modifications to the policy as necessary to conform to applicable law, agency practices, or

formatting requirements, provided such modifications do not materially alter the intent of the policy.

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

APPROVED AND ADOPTED THIS 2nd DAY OF JUNE, 2026.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

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

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 2nd day of June 2026 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

ATTACHMENT:

EXHIBIT A. Disruption of Telephonic or Internet Service During Public Meetings Policy

Disruption of Telephonic or Internet Service During Public Meetings

I. Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

II. Purpose

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Chino, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

III. Definitions

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

IV. Applicability

This policy applies to all open and public meetings of the City of Chino at which remote public participation is offered or required under the Brown Act.

V. Procedures in the Event of a Service Disruption

A. Response to Service Disruption

If the Mayor or City Clerk becomes aware of a disruption to the agency's remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Mayor or City Clerk shall immediately announce the disruption to the public.
2. The Mayor may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

B. Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

The City Clerk shall document the restoration efforts undertaken.

VI. Reconvening the Open Session

A. Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

B. If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

C. If Service Is *Not* Restored

If service has not been restored after one hour, the Chino City Council may reconvene and:

1. Adjourn the meeting until service is restored; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

   "The City of Chino has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

   Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

VII. Recordkeeping

The City Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section 6.3

Disruption of Telephonic or Internet Service During Public Meetings

VIII. Review and Updates

This policy may be amended by the Chino City Council at a noticed public meeting in open session, not on the consent calendar.